



## Agenda

**REGULAR MEETING  
GOVERNING BODY  
CITY OF LENEXA, KANSAS  
17101 W. 87<sup>th</sup> STREET PARKWAY**

**DECEMBER 15, 2020  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** December 1, 2020 City Council meeting draft minutes  
(located in the Appendix)

**MODIFICATION OF  
AGENDA**

**APPOINTMENT** Mandy Stuke, Council President - January 1, 2021 through  
June 30, 2021

**CONSENT AGENDA** **Item Numbers 1 through 7**

All matters listed within the Consent Agenda have been distributed to each member of the Governing Body for review, are considered to be routine, and will be enacted by one motion with no separate discussion. If a member of the Governing Body or audience desires separate discussion on an item, that item may be removed from the Consent Agenda and placed on the regular agenda.

1. Acceptance of drainage and utility easements as shown on Cheyenne Heights final plat

*This final plat is for the Cheyenne Heights development, a residential development located 8135 & 8181 Woodland Drive. Several easements are being dedicated to the City as part of the final plat. PT20-25F*

2. Acceptance of drainage, utility, and landscape easements as shown on Bradshaw Place, Fourth Plat

*This final plat is for Bradshaw Place, Fourth Plat, a two-lot residential development located on the south side of 92nd Place between Noland Road and Rosehill Road. Several easements are being dedicated to the City as part*



*of the final plat. PT20-26F*

3. Acceptance of the 95th Street and Santa Fe Trail Drive Intersection Improvements Project for maintenance

*The 95th Street and Santa Fe Trail Drive Intersection Improvements Project is complete and ready for acceptance for maintenance. The project designed and constructed new turn lanes, replaced the existing traffic signal, installed a new street lighting system, extended a mixed-use trail, reconfigured and relocated two access drives, installed ADA compliant ramps and pedestrian signals, and constructed a City monument sign for a total of \$2,032,082.66.*

4. Resolution authorizing the Mayor and/or City Manager to execute an agreement with Unimerica Insurance Company for employee health plan stop-loss coverage for 2021

*The City's health benefits consultant requested proposals to provide stop-loss insurance for the self-funded employee health care plan. Based on the proposals received, staff recommends renewal with the current provider, Unimerica Insurance Company/Optum Health for specific stop-loss coverage. The 2021 annual estimated premium is \$1,020,244 based on 422 employees.*

5. Resolution authorizing the Mayor to execute an agreement with the Johnson County Board of County Commissioners through the County Assistance Road System (CARS) program for the 87th Street Parkway from Renner Boulevard to Loiret Boulevard Road Improvement Project

*The City applied for funding through the County Assistance Road System (CARS) program for the 87th Street Parkway from Renner Boulevard to Loiret Boulevard project. The CARS program reimburses up to 50% of the project costs. The City will receive \$1,510,000 in CARS funding for this project.*

6. Resolution authorizing the Mayor to execute an agreement with United Community Services of Johnson County regarding the administration of alcohol tax funds

*State statute requires one-third of special alcohol tax revenue generated to be appropriated to finance programs aimed at preventing and treating alcohol and drug addiction. Lenexa participates in the Drug and Alcoholism Council of Johnson County (DAC), which is operated by United Community Services of Johnson County. The DAC evaluates and recommends programs and allocates funds to programs that meet state requirements. The budgeted funding for fiscal year 2021 is \$135,000, but may be adjusted if the City's alcohol tax revenues are insufficient.*

7. Consideration of agreements with the Lenexa Chamber of Commerce to



provide economic development and convention and tourism services for the City

- a. Resolution approving an agreement for economic development services through the Lenexa Economic Development Council
- b. Resolution approving an agreement for convention and tourism services through the Convention and Visitors Bureau

*The Lenexa Chamber of Commerce provides economic development services on behalf of the City through its Lenexa Economic Development Council ("LEDC"). Similarly, the Chamber provides convention and tourism services on behalf of the City through its Convention and Visitor's Bureau ("CVB"). The LEDC services are funded through transient guest tax revenues. The amounts funded for each of these services are established through the City's annual budgeting process. The agreement extends through December 31, 2021, but may be terminated by either party for convenience, in accordance with the provisions of the agreement.*

## END OF CONSENT AGENDA

### BOARD RECOMMENDATIONS

- 8. Consideration of a rezoning and companion preliminary plan for Wheatley Point, generally located at the southeast corner of Prairie Star Parkway and McCormack Drive
  - a. Ordinance rezoning property from NP-O, Planned Neighborhood Office zoning district to RP-2, Planned Residential (Intermediate-Density) zoning district
  - b. Preliminary plan for Wheatley Point, a single-family residential development

*As part of the 309-acre Prairie Star Village Mixed-Use master planned project, 6.48 acres on the south side of Prairie Star Parkway and east of McCormack Drive were zoned NP-O for office development. The applicant is proposing to rezone that land to RP-2 for the development of 11 lots for 22 residential units.*



9. Consideration of multiple rezoning requests and development plans for Copper Creek Apartments and Townhomes and Watercrest South residential subdivision (**APPLICANT REQUESTS CONTINUANCE TO THE JANUARY 19, 2021 CITY COUNCIL MEETING**)

*At the October 20, 2020 City Council meeting, development applications for Copper Creek Apartments and Townhomes and Watercrest South residential subdivision were continued to the December 15, 2020 City Council meeting to allow the applicant to consider modifications to the overall development proposal. Due to continuing discussions with City staff, the applicant is requesting to continue the development applications to the January 19, 2021 City Council meeting.*

#### **NEW BUSINESS**

10. Resolution authorizing the Mayor to execute a Government Enforcement Services Agreement with Johnson County, Kansas related to the Johnson County Board of Health Order No. 002-20

*The Government Enforcement Services Agreement with Johnson County consents to the County's enforcement of Public Health Order No. 002-20 with the city limits of Lenexa. Johnson County, not the City, is responsible for enforcement of Public Health Order No. 002-20 and noncompliance with the order will be a violation of Johnson County Code.*

#### **OLD BUSINESS**

11. Resolution establishing the 2021 State Legislative Platform

*Staff incorporated recommended changes to the 2021 State Legislative Platform as requested by the Governing Body in September. The City's legislative affairs consultant, Federico Consulting, will provide a brief update of interim committee work and legislative leadership elections.*

#### **BUSINESS FROM FLOOR**

Comments will be accepted from the audience on items not listed on the agenda. Please limit remarks to a maximum of five (5) minutes per person/issue.

#### **COUNCILMEMBER REPORTS**

#### **STAFF REPORTS**



**ADJOURN**

**APPENDIX**

12. December 1, 2020 City Council meeting draft minutes
13. Item 6 -- United Community Services Agreement
14. Item 6 -- UCS 2021 ATF Recommendations
15. Item 7 -- LEDC Agreement
16. Item 7 -- CVB Agreement
17. Item 10 -- Government Enforcement Services Agreement
18. Item 10 -- Johnson County Public Health Order 002-20
19. Item 10 -- Johnson County Resolution No. 108-20

Dist. Governing Body; Management Team; Agenda & Minutes Distribution List

IF YOU NEED ANY ACCOMMODATIONS FOR THE MEETING, PLEASE CONTACT THE CITY ADA COORDINATOR, 913/477-7550. KANSAS RELAY SERVICE 800/766-3777. PLEASE GIVE 48 HOURS NOTICE





**CITY COUNCIL  
MEMORANDUM**

**ITEM 1**

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**SUBJECT:** Acceptance of drainage and utility easements as shown on Cheyenne Heights final plat

**CONTACT:** Scott McCullough, Community Development Director  
Magi Tilton, Planning & Development Administrator

**DATE:** December 15, 2020

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**ACTION NEEDED:**

Accept the drainage and utility easements as shown on Cheyenne Heights final plat.

**APPLICANT:**

Dan Foster, Schlagel & Associates

**OWNER:**

Georganna Clark and Ernest & Stephanie Cooper

**PROPERTY ADDRESS:**

8135 & 8181 Woodland Drive

**PROJECT BACKGROUND/DESCRIPTION:**

The preliminary plan for Cheyenne Heights was approved by the Governing Body on October 20, 2020 and consists of two lots on 12.84 acres. The intent of the preliminary plan was to adjust the internal property line between the two subject properties. The owner of 8181 Woodland Drive is considering doing renovations to their home and in order to ensure they can maintain an on-site septic system for their wastewater, they are proposing to enlarge their current lot to meet the County's requirements of on-site septic. As part of the final plat approval, the applicant is dedicating drainage and utility easements to the City. The north property line of Lot 2 has been aligned with the south right-of-way line of 81st Place west of Woodland Road. The additional right-of-way for 81st Place east of Woodland Road will be granted from Lot 1 when it is subdivided in the future.

**STAFF RECOMMENDATION:**

Acceptance of the easements.

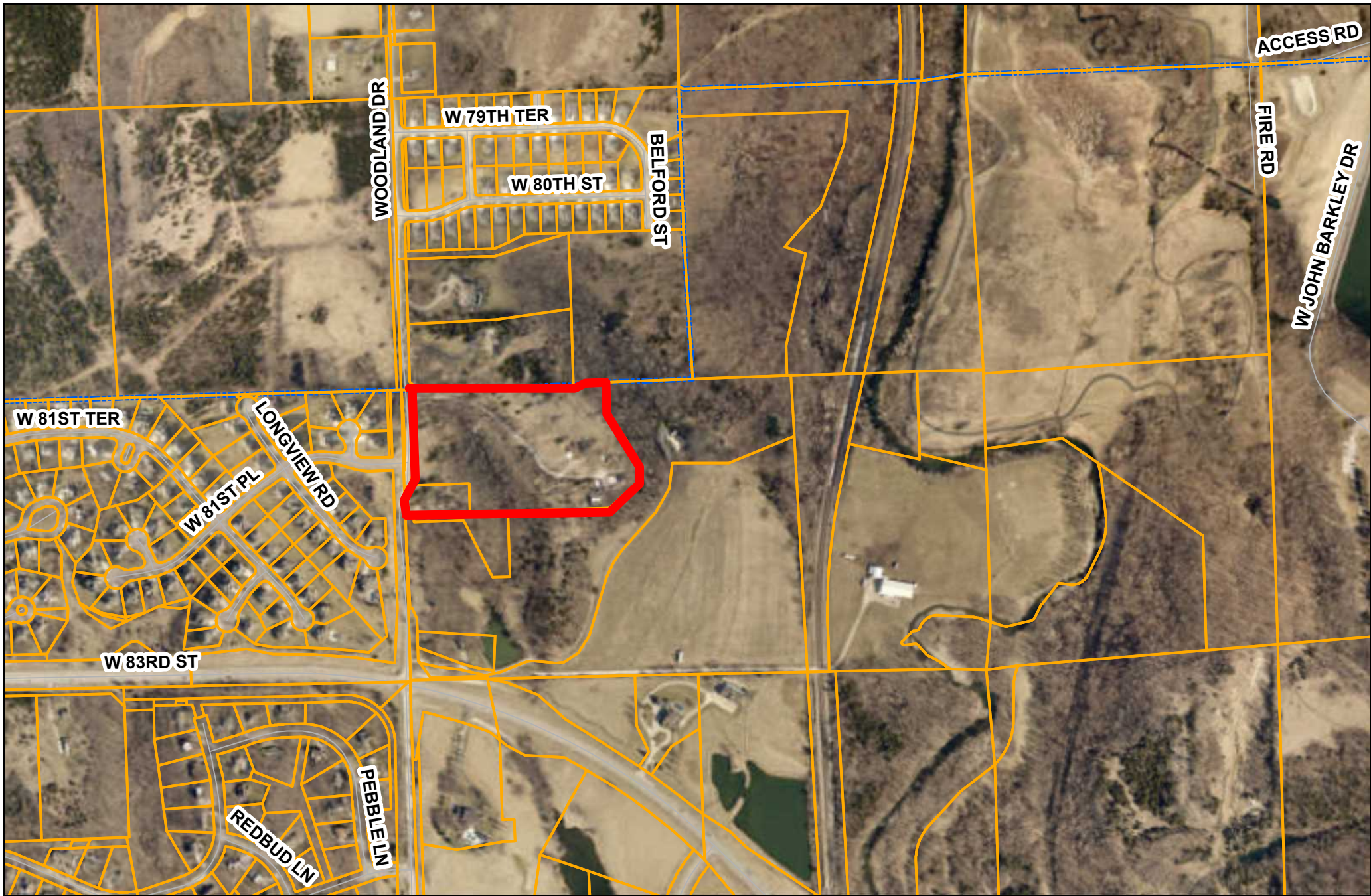
**PLANNING COMMISSION ACTION:**

At the November 30, 2020 Planning Commission meeting, the final plat for Cheyenne Heights was approved as part of the consent agenda. Chairman Poss entertained a motion for approval of the consent agenda. Commissioner Harber moved for approval and the motion was seconded by Commissioner Leib. The Planning Commission approved consent agenda items 1-3 by a unanimous voice vote.

**ATTACHMENTS**

1. Map
2. Plat
3. PC Minutes Excerpt





**PT20-25F**  
**Cheyenne Heights**  
**Vicinity Map**



W. 79TH ST.

NW 1/4 NE 1/4

WOODLAND DR

W. 83RD ST.

SW 1/4 SE 1/4

26

PROJECT LOCATION

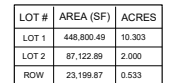
W. 87TH STREET

SECTION 26-12-23

SCALE 1" = 2000"

N

LOCATION MAP

[illegible]

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "CHEYENNE HEIGHTS".

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area of the "U/E" that crosses or intersects with a "Drainage Easement" or "D/E".

A 20 foot wide Utility Easement or "U/E" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, or its designees, off of lots or tracts adjacent to and parallel with Woodland Drive.

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the covenants and restrictions which will be filed at the office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set hereon.

This plat shall not be filed by the Register of Deeds unless filing is within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

Access to Woodland Drive will be limited. There shall be no direct access to Woodland Drive in areas shown for shown as Limits of No Access (LNA).

In accordance to Section 4-2-E-4-B of the City of Lenexa Unified Development Code, any construction of fences/buffers along Woodland Drive will need to adhere to the approved fence/buffer design standards provided to the City of Lenexa.

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Lenexa, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

Approved by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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Chris Poss, Chairman

Approved by the Governing Body of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Michael A. Boehm, Mayor      Jennifer Martin, City Clerk

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NAME \_\_\_\_\_

STATE OF KANSAS           )  
COUNTY OF JOHNSON       )ss.  
  )

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Appointment Expires

Aaron T. Reuter - Land Surveyor  
KS# LS-1429

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**LENEXA PLANNING COMMISSION  
MEETING MINUTES  
November 30, 2020**

Chairman Chris Poss called the regular meeting of the Lenexa Planning Commission to order at 7:00 p.m. on Monday, November 30, 2020. The meeting was held in the Community Forum at Lenexa City Hall at 17101 W. 87th Street Parkway, Lenexa, Kansas.

**Roll call was taken with the following members present:**

Commissioner Horine  
Commissioner Harber  
Commissioner Leib  
Vice-Chairperson Hoyer  
Commissioner Burson  
Chairman Poss  
Commissioner Harper  
Commissioner Katterhenry

**The following member was absent:**

Commissioner Handley

**Staff members attending were:**

Scott McCullough, Director of Community Development  
Magi Tilton, Development Review Administrator  
Tim Collins, Engineering Construction Services Administrator  
Dave Dalecky, Planner  
Gloria Lambert, Senior Administrative Assistant  
Andrew Diekemper, Division Chief  
David Jack, City Attorney

**APPROVAL OF MINUTES: November 2, 2020**

The minutes of the November 2, 2020 meeting were presented for approval. Chairman Poss entertained a motion to **APPROVE** the minutes. Moved by Commissioner Horine, seconded by Commissioner Hoyer, and **APPROVED** by a unanimous voice vote.

**CONSENT AGENDA:**

1. Final Plat for **Cheyenne Heights** located at approximately 81<sup>st</sup> Place and Woodland Drive, in the RP-E, Planned Residential Estate District. **PT20-25F**
2. Final Plat for **Bradshaw Place 4<sup>th</sup> Plat** located at approximately 92<sup>nd</sup> Place and Bradshaw, in the RP-2, Planned Residential (Intermediate-Density) District. **PT20-26F**
3. Deviation for **Red Door Grill** located at 15918 88<sup>th</sup> Street, in the PUD, Planned Unit Development District. **DV20-13**

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1 through 3. Moved by Commissioner Harber, seconded by Commissioner Leib, and carried by a unanimous voice vote.





**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

**SUBJECT:** Acceptance of drainage, utility, and landscape easements as shown on Bradshaw Place, Fourth Plat

**CONTACT:** Scott McCullough, Community Development Director  
Magi Tilton, Planning & Development Administrator

**DATE:** December 15, 2020

**ACTION NEEDED:**

Accept the drainage, utility, and landscape easements as shown on Bradshaw Place, Fourth Plat.

**APPLICANT:**

Jeffrey Skidmore, Schlagel &  
Associates

**OWNER:**

Pam Lenexa, LLC

**PROPERTY LOCATION:**

South side of 92nd Place between Noland Road and Rosehill Road

**PROJECT BACKGROUND/DESCRIPTION:**

The applicant is requesting approval of drainage, utility, and landscape easements for a replat of Lots 11 and 12 of Bradshaw Place. A revised final plan for this area was approved in April 2018 and included the creation of nine duplex lots (for a total of 18 units) along 93rd Street and 92nd Place. The most recent final plat, Bradshaw Place, Third Plat, consisted of three lots to the south of this application and was approved by the Governing Body on September 17, 2019.

A 23-foot drainage easement is to be dedicated on the western property line. On the northern boundary of the property, along 92nd Place, a 10-foot utility easement and a 15-foot landscape easement are to be dedicated.

**STAFF RECOMMENDATION:**

Acceptance of the easements.

**PLANNING COMMISSION ACTION:**

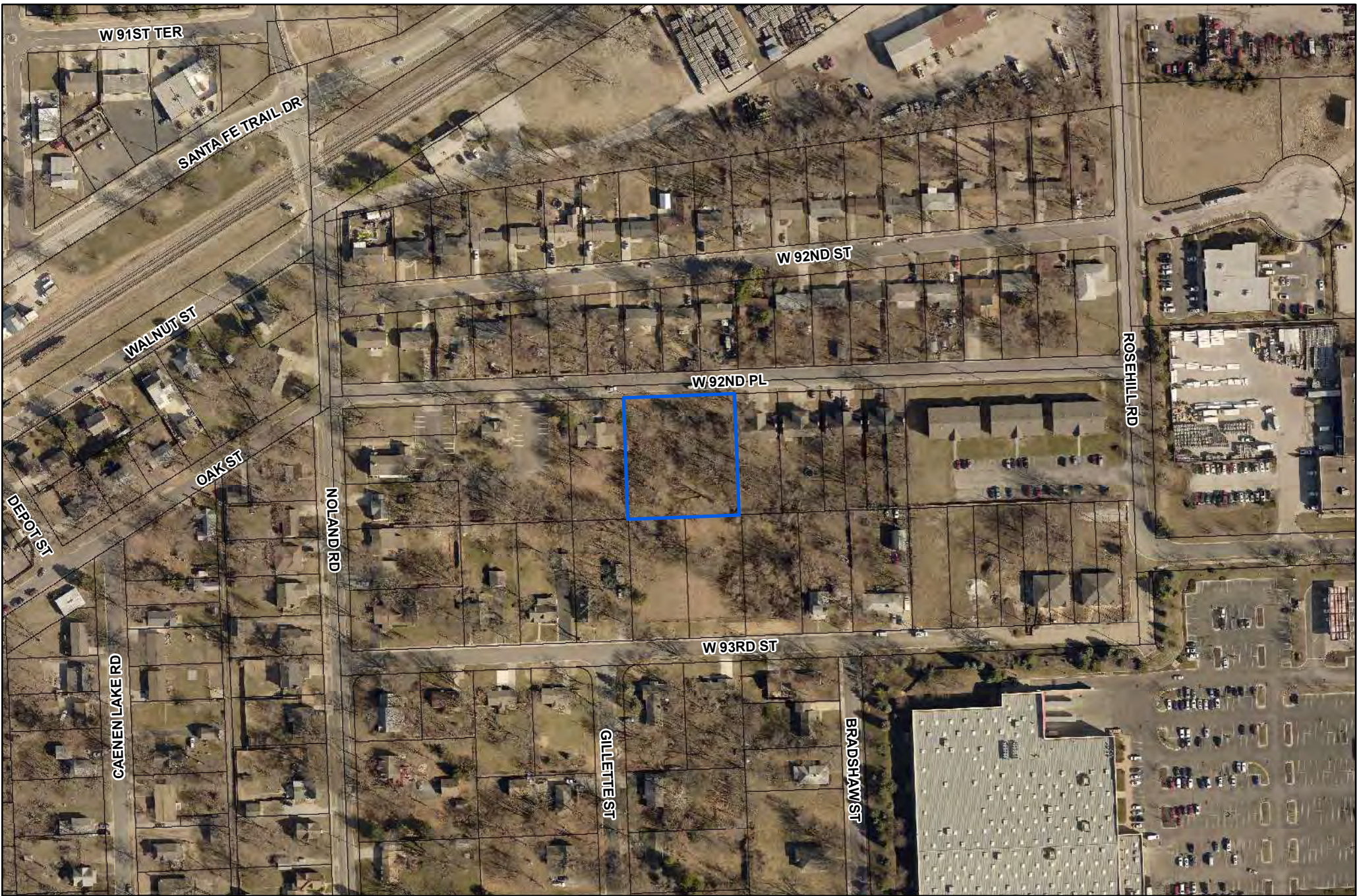
At the November 30, 2020 Planning Commission meeting, the final plat for Cheyenne Heights was approved as part of the consent agenda. Chairman Poss entertained a motion for approval of the consent agenda. Commissioner Harber moved for approval and the motion was seconded by Commissioner Leib. The Planning Commission approved consent agenda items 1-3 by a unanimous voice vote.



## **ATTACHMENTS**

1. Map
2. Plat
3. PC Minutes Excerpt

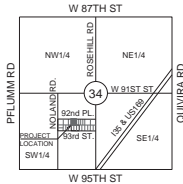




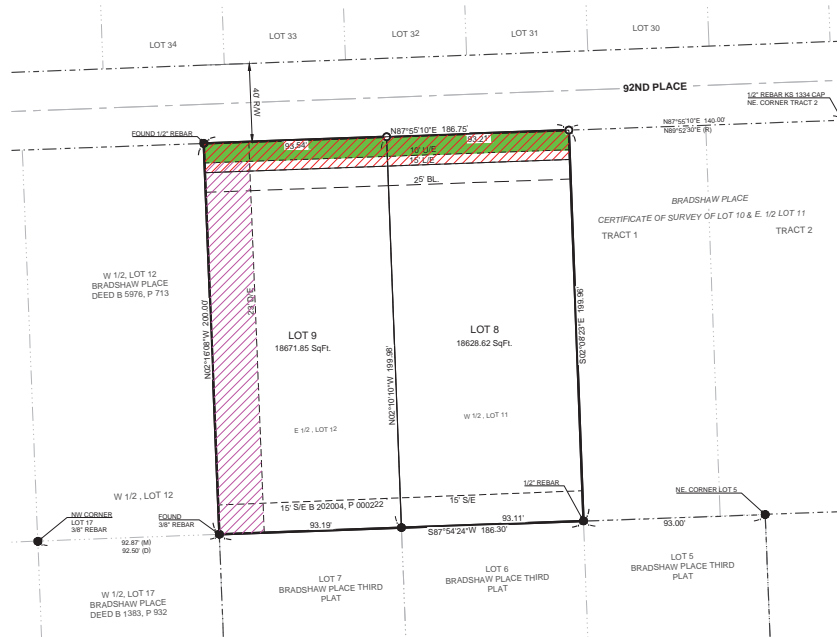
# PT20-26F Bradshaw Place, Fourth Plat



**FINAL PLAT OF  
BRADSHAW PLACE, FOURTH PLAT**  
A REPLAT OF THE EAST 1/2 OF LOT 12 AND THE WEST 1/2 OF LOT 11, BRADSHAW PLACE  
IN THE SW 1/4 OF SEC. 34-12-24  
IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



SECTION 34-12-24  
LOCATION MAP  
SCALE 1" = 2000'



LOT #	AREA (SF)
8	18629.62
9	18671.85
TOTAL	37300.47



**BASIS OF BEARINGS:**  
N. LINE, BRADSHAW PLACE,  
THIRD PLAT,  
BEARING N87°54'24"E

**LEGEND:**

- (CM) - CALCULATED MEASUREMENT
- (D) - DEED
- (M) - MEASURED
- (P) - PLATTED
- BL - BUILDING LINE
- D/E - DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- S/E - SANITARY SEWER EASEMENT
- U/E - UTILITY EASEMENT
- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND ROW LINES
- BAR AS NOTED
- SET 1/2" REBAR W/LS-64 CAP UNLESS OTHERWISE NOTED

I HEREBY CERTIFY THIS PLAT WAS PREPARED  
UNDER MY DIRECT SUPERVISION BASED ON A FIELD  
SURVEY PERFORMED ON JULY 31, 2020. THE  
DETAILS SHOWN ARE TRUE AND CORRECT TO THE  
BEST OF MY KNOWLEDGE AND BELIEF.

**DESCRIPTION:**

A replat of East 1/2 of Lot 12 and the West 1/2 of Lot 11, "BRADSHAW PLACE" a subdivision of land recorded in Book 3 at Page 31, in the City of Lenexa, Johnson County, Kansas.

**DEDICATIONS:**

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "BRADSHAW PLACE, FOURTH PLAT".

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area of the "U/E" that crosses or intersects with a "Drainage Easement" or "D/E".

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, inlets, manholes, surface drainage facilities and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, and other obstacles that would restrict the flow of drainage. The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.

A 15 foot wide Landscape Easement or "LE" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots adjacent to and parallel with all Street lines. Maintenance of this "LE" shall be the responsibility of the Homeowner.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Attention of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.

**RESTRICTIONS:**

This plat shall not be filed by the Register of Deeds unless filing is within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

**CONSENT TO LEVY:**

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Lenexa, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

**EXECUTION:**

IN TESTIMONY WHEREOF, \_\_\_\_\_ of PAM LENEXA, LLC has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PAM LENEXA, LLC

By: \_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF KANSAS  
COUNTY OF JOHNSON

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_ of PAM LENEXA, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Print Name \_\_\_\_\_

**APPROVALS:**

Approved by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chris Foss, Chairman

Approved by the Governing Body of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Michael A. Boehm, Mayor

Jennifer Martin, City Clerk



**SCHLAGEL & ASSOCIATES, P. A.**  
Engineers • Planners • Surveyors • Landscape Architects  
14920 West 107th Street • Lenexa, Kansas 66215  
(913) 492-5158 • Fax: (913) 492-8400

DATE 10-14-2020  
DRAWN BY SCH  
CHECKED BY AR  
PROJ. NO. 19-134

**BRADSHAW PLACE  
FOURTH PLAT**

SHEET NO. 1 OF 1



**LENEXA PLANNING COMMISSION  
MEETING MINUTES  
November 30, 2020**

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**Roll call was taken with the following members present:**

Commissioner Horine  
Commissioner Harber  
Commissioner Leib  
Vice-Chairperson Hoyer  
Commissioner Burson  
Chairman Poss  
Commissioner Harper  
Commissioner Katterhenry

**The following member was absent:**

Commissioner Handley

**Staff members attending were:**

Scott McCullough, Director of Community Development  
Magi Tilton, Development Review Administrator  
Tim Collins, Engineering Construction Services Administrator  
Dave Dalecky, Planner  
Gloria Lambert, Senior Administrative Assistant  
Andrew Diekemper, Division Chief  
David Jack, City Attorney

**APPROVAL OF MINUTES: November 2, 2020**

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**CONSENT AGENDA:**

1. Final Plat for **Cheyenne Heights** located at approximately 81<sup>st</sup> Place and Woodland Drive, in the RP-E, Planned Residential Estate District. **PT20-25F**
2. Final Plat for **Bradshaw Place 4<sup>th</sup> Plat** located at approximately 92<sup>nd</sup> Place and Bradshaw, in the RP-2, Planned Residential (Intermediate-Density) District. **PT20-26F**
3. Deviation for **Red Door Grill** located at 15918 88<sup>th</sup> Street, in the PUD, Planned Unit Development District. **DV20-13**

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1 through 3. Moved by Commissioner Harber, seconded by Commissioner Leib, and carried by a unanimous voice vote.





**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

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**SUBJECT:** Acceptance of the 95th Street and Santa Fe Trail Drive Intersection Improvements Project for maintenance

**CONTACT:** Tim Green, Deputy Community Development Director

**DATE:** December 15, 2020

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**ACTION NEEDED:**

Accept the 95th Street and Santa Fe Trail Drive Intersection Improvements Project for maintenance.

**PROJECT BACKGROUND/DESCRIPTION:**

The 95th Street and Santa Fe Trail Drive Intersection Improvements Project consisted of:

- design and construction of southbound, eastbound, and westbound right-turn lanes;
- extending the storage length of the eastbound left-turn lane;
- replacement of the existing traffic signal;
- installation of a new street lighting system;
- extension of a mixed-use trail;
- reconfiguration and relocation of two nearby access drives;
- installation of ADA compliant ramps and pedestrian signals; and
- construction of a City monument sign.

Staff performed a final inspection on November 24, 2020 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body and will expire on December 15, 2022.

The contractor was MegaKC.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project was funded with federal Surface Transportation Program (STP) funding with a not-to-exceed amount of \$600,000; CARS funding in the amount of \$232,000; and the Capital Improvement Fund. The total cost of construction was \$2,032,082.66.

**STAFF RECOMMENDATION:**

Acceptance for maintenance.

**ATTACHMENTS**

1. Map





# 95th Street and Santa Fe Trail Drive

## Aerial/Vicinity Map





**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

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**SUBJECT:** Resolution authorizing the Mayor and/or City Manager to execute an agreement with Unimerica Insurance Company for employee health plan stop-loss coverage for 2021

**CONTACT:** James Bowers, Human Resources Director  
Kristin Crow, Human Resources Manager

**DATE:** December 15, 2020

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**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor and/or City Manager to execute an agreement with Unimerica Insurance Company for employee health plan stop-loss coverage for 2021.

**PROJECT BACKGROUND/DESCRIPTION:**

The purpose of stop-loss insurance is to provide financial protection for the City's self-insured health insurance program against large claims experienced by placing a limit on costs associated with specific and aggregate claims costs.

Currently, the specific stop-loss insurance (maximum claim exposure on each individual plan member) is provided by Unimerica Insurance Company/Optum Health.

Lockton Companies, the City's broker for its health care plans, marketed the stop-loss product on behalf of the City. Three companies (Unimerica, Swiss Re, and TM HCC) submitted competitive quotes. After a detailed analysis of the quotes, staff recommends renewing with Unimerica Insurance Company for 2021. An executive summary of the quotes, prepared by Lockton Companies, is attached. The stop-loss application is available for signature and the final contract will be provided as it becomes available.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Staff recommends renewing with Unimerica/Optum at a 14% increase for a total estimated premium of \$1,020,244 based on 422 employees.

The quote staff is recommending contains a laser (excepted insured individual) at \$225,000. This quote also maintains the aggregating specific deductible at \$65,000.

The costs are funded through the City's Health Reserve Fund.

**STAFF RECOMMENDATION:**

Adoption of the resolution.



## **ATTACHMENTS**

1. Quotes
2. Agreement
3. Resolution



# Status Quo Renewal Summary

Carrier	Current Optum / Aetna	Renewal Optum / Aetna	Option 1 Swiss Re / Aetna	Option 2 TM HCC / Aetna
Coverage Included	Med, RX	Med, RX	Med, RX	Med, RX
Contract Basis	72/12	84/12	24/12	24/12
Enrollment*	422	422	422	422
Specific Deductible	\$100,000	\$100,000	\$100,000	\$100,000
Aggregating Specific Deductible	\$65,000	\$65,000	\$65,000	\$65,000
Aggregate Corridor	125%	125%	125%	125%
Fixed Cost Change %		13%	7%	23%
Total Laser Liability	\$125,000	\$125,000	\$125,000	\$125,000
Max Liability Change %		2%	1%	3%
2nd Year Renewal Protection (No New Lasers/Rate Cap)				
Renewal Protection Included		Yes	Yes	Yes
Rate Cap Maximum %		50%	40%	50%

\*Enrollment is from the renewal

\*Includes both specific and aggregate premiums

Swiss Re has the most competitive renewal option at the current plan design

All firm proposals include a \$225k amount lasered member

Multi-year rate protection is included with all options

- 2<sup>nd</sup> year rate cap
- No new laser provision
- Optum increased the rate cap from 39% to 50% at renewal



# UNIMERICA INSURANCE COMPANY

## SUBSEQUENT POLICY PERIOD OFFER



Employer: CITY OF LENEXA KS  
Effective Date: JANUARY 01, 2021  
Producer: NANCY PARKER  
Underwriter: NAOMI ZELLERS  
Sales Reps: ROBERT FRISCHMANN, MAGGIE EC  
Date: 11/17/2020

SPECIFIC COVERAGE		Option 1	Option 2	Option 3
Specific Deductible Amount		\$100,000	\$110,000	\$120,000
Aggregating Specific Deductible		\$65,000.00	\$65,000.00	\$65,000.00
Specific Maximum		Unlimited	Unlimited	Unlimited
COMPOSITE	422	\$201.47	\$188.36	\$178.50
Total Premium	422	\$1,020,244.08	\$953,855.04	\$903,924.00
Commission		10%	10%	10%
Benefits Covered		MED/RX	MED/RX	MED/RX
Specific Contract Basis		84/12	84/12	84/12

### CONDITIONS AND ASSUMPTIONS

- ~ Rate Cap provision is included that will guarantee your Subsequent Policy Period beginning 1/1/2022 will not contain any new lasers. In addition, the Specific Monthly Premium Rate and Aggregating Specific Deductible (if applicable) will not increase more than 50%. The Rate Cap will not apply if the Company determines there is a material change to the Policyholder's Plan, the Excess Loss Policy, or the composition of the group. Continuation of the Rate Cap will be assessed annually.
  - ~ Experience Refund is Included in the above specific rates.
  - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
  - ~ Current plan has been quoted.
  - ~ The Plan will have Network: AETNA Case Manager: REQUIRED TPA: TRUSTMARK HEALTH BENEFITS
  - ~ RX DRUGS: MEDTRAK
  - ~ Retirees are considered Covered Persons for benefits under the Excess Loss Policy.
  - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
  - ~ [REDACTED] will have a Specific Deductible of \$225,000. Only charges up to the standard Specific Deductible will apply toward the Aggregate Excess Loss Benefits. If qualified, the Step Down Deductible provision will not apply.
  - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
  - ~ Specific Accommodation Reimbursement is available at no additional cost.
  - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
  - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
  - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 12/14/2020.**

Circle Coverages & Options Elected	Signature:
Dated:	Title:

Reviewed & Approved  
City Legal Dept.

December 8, 2020  
By MacKenzie Hansen  
Title Deputy City Attorney



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO RENEW SPECIFIC STOP-LOSS REINSURANCE FOR THE CITY'S HEALTHCARE BENEFIT PLAN.**

WHEREAS, the City of Lenexa, Kansas ("City") maintains a self-funded healthcare benefit plan; and

WHEREAS, stop-loss insurance is procured to protect the City from financial liability in the case of severe specific claims loss; and

WHEREAS, the City annually secures specific stop-loss reinsurance for the City's self-funded health insurance plan (the "Reinsurance"); and

WHEREAS, Unimerica Insurance Company ("Unimerica") provided the stop-loss reinsurance for the City in 2017, 2018, 2019, and 2020; and

WHEREAS, the City desires to secure stop-loss insurance from Unimerica for 2021, in order to provides the best and most cost effective coverage for the plan and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: That the City approves and authorizes the acceptance of the proposal of Unimerica Insurance Company to provide specific stop-loss reinsurance for the City's health insurance plan FY 2021 plan term.

SECTION TWO: That the City approves and authorizes the Mayor and/or City Manager to execute all documents necessary to procure specific stop-loss reinsurance coverage for the City's health insurance plan FY 2021 policy period through Unimerica Insurance Company.

SECTION THREE: That the City Manager or her designee are also authorized to execute the documents necessary to effectuate the purchase and maintain such specific stop-loss reinsurance policy in full force and effect throughout the FY 2021.

SECTION FOUR: This Resolution shall become effective upon adoption.

PASSED by the City Council this 15<sup>th</sup> day of December, 2020.

SIGNED by the Mayor this 15<sup>th</sup> day of December, 2020.



CITY OF LENEXA, KANSAS

[SEAL]

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Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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MacKenzie C. Harvison, Deputy City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Resolution authorizing the Mayor to execute an agreement with the Johnson County Board of County Commissioners through the County Assistance Road System (CARS) program for the 87th Street Parkway from Renner Boulevard to Loiret Boulevard Road Improvement Project

**CONTACT:** Tim Green, Deputy Community Development Director

**DATE:** December 15, 2020

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute an agreement with the Johnson County Board of County Commissioners through the County Assistance Road System (CARS) program for the 87th Street Parkway from Renner Boulevard to Loiret Boulevard Road Improvement Project.

**PROJECT BACKGROUND/DESCRIPTION:**

Each year, the City applies for CARS funding through Johnson County. The program provides funds to cities in Johnson County to construct and maintain major arterials. The program is currently funded through a combination of Johnson County's share of the State of Kansas' Special City County Highway Fund ("gas tax") and the County's general revenue.

The scope of the 87th Street Parkway from Renner Boulevard to Loiret Boulevard Road Improvement Project includes:

- Widening 87th Street Parkway to three through-lanes and two left-turn lanes to the I-435 on-ramps in each direction;
- Constructing an additional right-turn lane on the southbound I-435 off-ramp;
- Constructing one additional right and one additional left-turn lane on the northbound I-435 off-ramp;
- Constructing one additional through-lane on southbound Maurer Road, north of 87th Street Parkway;
- Mill and overlaying the existing asphalt surface through the corridor;
- Replacing traffic signals at ramp locations; and
- Modifying, relocating, and expanding existing storm sewer, street lighting, and trail systems through the corridor.

This agreement is standard form and is available for review in the City Clerk's office.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The estimated project cost for the project is \$7,084,000. The expected reimbursement from the CARS program is \$1,510,000.

Funding sources for the project include:



CARS funds	\$1,510,000
Federal Surface Transportation Program funds	\$3,200,000
Federal Grant	\$245,000
City Excise Tax	\$692,000
City General Obligation Bonds	\$1,437,000

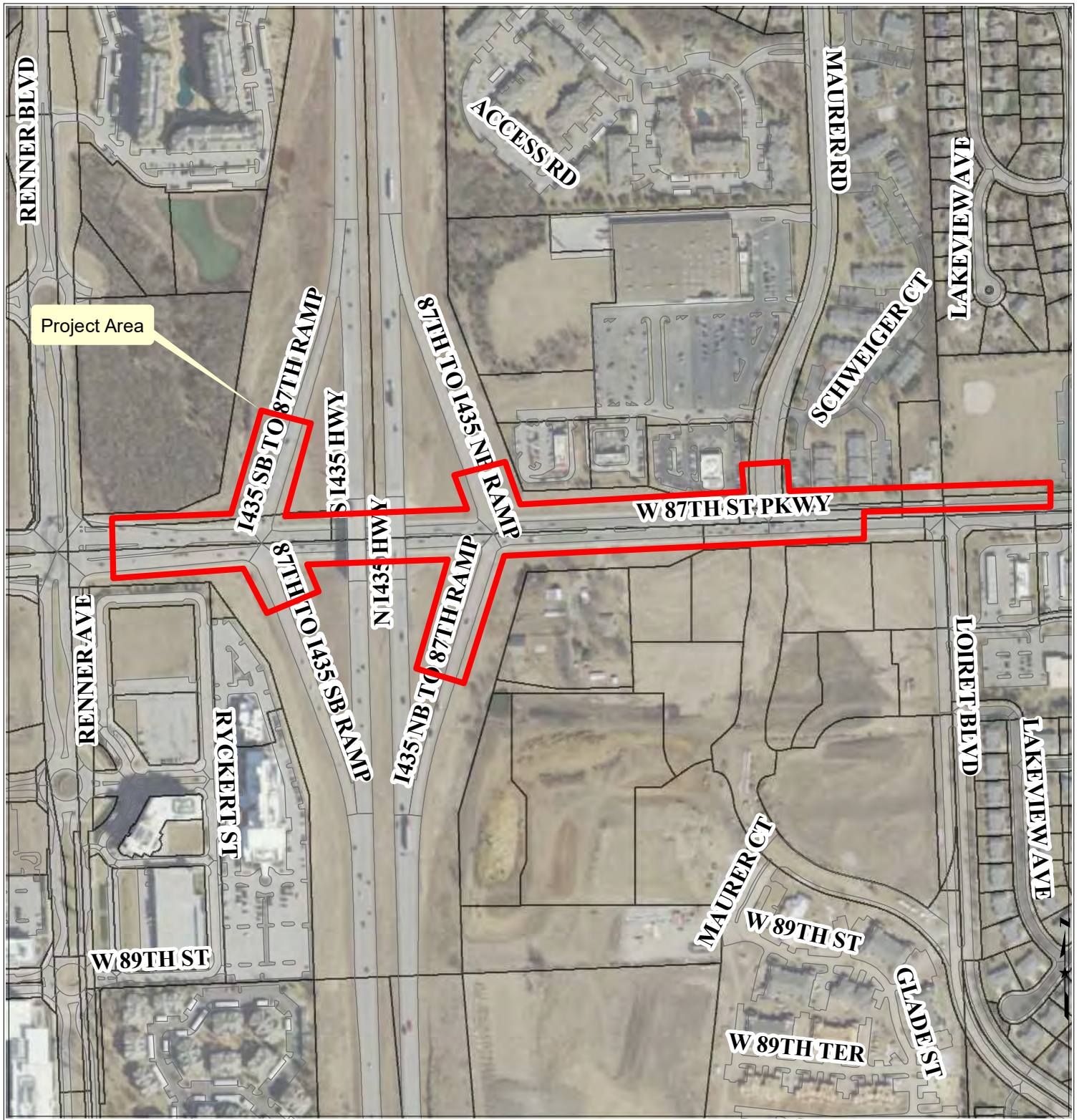
**STAFF RECOMMENDATION:**

Adoption of the resolution.

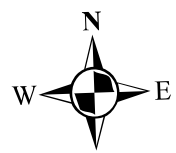
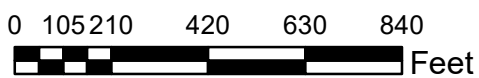
**ATTACHMENTS**

1. Map
2. Resolution





**87th Street Parkway from Renner Boulevard to  
Loiret Boulevard**





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, AND THE CITY OF LENEXA, KANSAS, FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE COUNTY ASSISTANCE ROAD SYSTEMS PROGRAM.**

WHEREAS, the parties have determined that it is in the best interests of the general public in making the public improvements for the 87th Street Parkway from Renner Boulevard to Loiret Boulevard Project (the "Public Improvements"); and

WHEREAS, the laws of the State of Kansas authorize the parties to cooperate in undertaking the Public Improvements; and

WHEREAS, the Public Improvements have been approved, authorized and budgeted by the Board of County Commissioners of Johnson County, Kansas ("Board") as eligible projects under the County Assistance Road Systems ("CARS") Program; and

WHEREAS, the governing bodies of each of the parties desire to enter into multiple agreements for the purpose of undertaking the Public Improvements, pursuant to K.S.A 12-2908 and K.S.A 68-169, and amendments thereto; and

WHEREAS, the agreements have been reviewed and accepted by the City of Lenexa's Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERIING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: The City of Lenexa, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement for the Public Improvements, in substantially the same form as attached hereto as "Exhibit A", and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon adoption by the Governing Body.

ADOPTED by the City Council this 15<sup>th</sup> day of December, 2020.

SIGNED by the Mayor this 15<sup>th</sup> day of December, 2020.



CITY OF LENEXA, KANSAS

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Michael A. Boehm, Mayor

**[SEAL]**

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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David Jack, Assistant City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

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**SUBJECT:** Resolution authorizing the Mayor to execute an agreement with United Community Services of Johnson County regarding the administration of alcohol tax funds

**CONTACT:** Mike Nolan, Assistant to the City Manager

**DATE:** December 15, 2020

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**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute an agreement with United Community Services of Johnson County (UCS) regarding the administration of alcohol tax funds.

**PROJECT BACKGROUND/DESCRIPTION:**

Pursuant to state statute, one-third of the revenue generated from special alcohol taxes must be appropriated to finance programs aimed at preventing and treating alcohol and drug addiction. The City participates in the Drug and Alcohol Council of Johnson County (DAC), which is operated by UCS. The DAC evaluates and recommends programs and allocates funds to the programs that meet the requirements of state law.

At its December 1, 2020 meeting, the Governing Body received an update from UCS regarding the 2021 funding request process and recommended allocations for the City's alcohol tax funds ("ATF"). The proposed agreement extends the City's relationship with UCS/DAC from January 1, 2021 through March 1, 2022 to allow for required compliance reporting.

The budgeted funding for fiscal year (FY) 2021 is \$135,000. Pursuant to the agreement, this amount may be adjusted if the City's alcohol tax revenues are insufficient. The majority of the funds go to substance abuse treatment and prevention agencies with a portion allocated to school districts for substance abuse prevention programs. There is a small administrative fee for UCS as well. The funds are distributed as follows:

<u>Use</u>	<u>Amount</u>
Prevention and Treatment Agencies	\$122,302
School Districts	\$5,895
UCS Administration	\$6,803
<b>Total</b>	<b>\$135,000</b>

Information on the total distribution of ATF administered by UCS and an overview of programs and grantees is in the 2021 ATF Recommendations Report located in the Appendix.



**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The City's FY 2021 contribution to UCS/DAC is \$135,000. The amount was included in the FY 2021 adopted budget and is paid from the Special Alcohol Fund.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix
3. Recommendations located in the Appendix



**RESOLUTION NO. 2020 -**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LENEXA, KANSAS, ("CITY"), AND UNITED COMMUNITY SERVICES ["UCS"], REGARDING THE DISTRIBUTION OF ALCOHOL TAX FUNDS.**

**WHEREAS**, the City annually receives funds from the State Alcoholic Liquor Fund pursuant to K.S.A. 79-41a04; and

**WHEREAS**, state law requires cities with a population of more than 6,000 designate one-third of the money received from the State Alcoholic Liquor Fund into a special alcohol and drug programs fund (the "Alcohol Tax Fund") to be used for programs that prevent or treat alcohol and drug abuse; and

**WHEREAS**, United Community Services ("UCS") performs research, leads community initiatives, guides the allocation of resources and promotes public policy to strengthen the Johnson County community as well as serving as United Way's planning partner in Johnson County, Kansas; and

**WHEREAS**, UCS has established the Drug and Alcoholism Council of Johnson County ("DAC"), as a program to evaluate and recommend programs serving Johnson County residents which meet the needs identified in state law for the expenditure of Alcohol Tax Funds; and

**WHEREAS**, the City believes UCS and the DAC are best qualified to make recommendations regarding the expenditure of Alcohol Tax Funds and to monitor the outcomes of the funded agencies, and further finds it is in the best interest of Lenexa residents and the entire Johnson County area to allow UCS to coordinate the expenditure of the City's Alcohol Tax Funds with Alcohol Tax Funds of other Johnson County communities; and

**WHEREAS**, the parties hereto have read and understand the terms and conditions of the United Community Services Agreement attached hereto as Exhibit 1.

**NOW, THEREFORE, BE IT RESOLVED BY THE LENEXA CITY COUNCIL:**

**SECTION ONE:** The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the agreement with United Community Services in substantially the same form as attached hereto as Exhibit 1, and incorporated herein by reference.



**SECTION TWO:** This Resolution shall become effective upon passage by the City Council.

**ADOPTED** by the City Council this 15th day of December, 2020.

**SIGNED** by the Mayor this 15th day of December, 2020.

[SEAL]

**CITY OF LENEXA, KANSAS**

\_\_\_\_\_  
Michael A. Boehm, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

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**SUBJECT:** Consideration of agreements with the Lenexa Chamber of Commerce to provide economic development and convention and tourism services for the City

**CONTACT:** Beccy Yocham, City Manager

**DATE:** December 15, 2020

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**ACTION NEEDED:**

- a. Adoption of a resolution approving the agreement with the Lenexa Chamber of Commerce for economic development services; and
- b. adoption of a resolution approving the agreement with the Lenexa Chamber of Commerce for convention and tourism services.

**PROJECT BACKGROUND/DESCRIPTION:**

For over 20 years, the City and the Lenexa Chamber of Commerce have entered into performance based agreements whereby the Chamber provides services through its economic development council ("LEDC") to promote economic development within the City and through its convention and visitors bureau ("CVB") for convention and tourism services. The current agreements expire on December 31, 2020 and staff recommends the parties enter into new agreements extending these services for an additional two years.

The services are funded primarily through the City's transient guest tax in an amount set by the Governing Body during the City's annual budget process. The transient guest tax statutes authorize the City's use of a third party to provide these services and the City's partnership with the Chamber has worked well.

The agreements are written to extend over a two year period, from January 1, 2021 through December 31, 2022, but either party has the right to terminate an agreement early for cause or convenience. The agreements also terminate if the Governing Body fails to appropriate funds during the budget process. The Chamber is required to provide status updates on its performance two times per year to the Governing Body.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

These services are funded primarily through transient guest tax collections, with some general fund dollars going to the LEDC, and are allocated in the annual budget approval. The approved budget for fiscal year (FY) 2021 economic development services is \$335,000, which is consistent with the funding for FY 2020. The approved budget for FY 2021 for convention and tourism services is \$270,000, which is consistent with the FY 2020 budget and includes marketing the Lenexa Public Market, providing Lenexa Chamber of Commerce memberships for all Lenexa Public Market tenants, and the purchase of various subscriptions,



data services, and promotional materials to achieve the goals set out in the agreement. Funding for FY 2022 will be set during the FY 2022 budget process.

**STAFF RECOMMENDATION:**

Adoption of both resolutions.

**ATTACHMENTS**

1. Resolution LEDC
2. Resolution CVB
3. LEDC Agreement located in the Appendix
4. CVB Agreement located in the Appendix



**RESOLUTION NO. 2020 - \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LENEXA ("CITY") AND LENEXA CHAMBER OF COMMERCE ("CHAMBER") FOR ECONOMIC DEVELOPMENT SERVICES.**

WHEREAS, the City identified a need for an independent entity to promote the general economic welfare of the City; and

WHEREAS, the Chamber established the Lenexa Economic Development Council (LEDC) to promote the general economic welfare of the City, including but not limited to, maintaining and promoting industrial, commercial, office and residential growth; and

WHEREAS, since 1997 the City has entered into performance based agreements with the Chamber to utilize the services of the LEDC to promote economic development ("Agreement"); and

WHEREAS, for continuity and planning purposes, approximately eight years ago the City began entering into two year service agreements with the Chamber; and

WHEREAS, the term of the current performance based agreement expires on December 31, 2020; and

WHEREAS, the City desires the LEDC to continue promoting and providing economic development services for the City; and

WHEREAS, the City includes funds in its annual budget to fund the services provided by the LEDC as set forth in the Agreement. The proposed funding for FY2021 is estimated to be \$335,000 which is consistent with the amount budgeted for FY2020 and the amount to be allocated for FY2022 will be determined as part of the approved FY2021 Budget for the City; and

WHEREAS, the funding is subject to the availability of funds received by the City, in part, from transient guest tax revenues; and

WHEREAS, the City and Chamber desire to execute the Agreement, attached hereto as Exhibit "A" for the period of January 1, 2021 through December 31, 2022; and

WHEREAS, both parties have read and understand the terms and conditions of the Agreement as set out in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:



SECTION ONE: The Mayor is authorized to execute the Agreement for Economic Development Services, attached hereto as Exhibit "A" and incorporated herein by reference, continuing the economic development services of the LEDC from January 1, 2021 through December 31, 2022 subject to the terms and conditions contained therein.

SECTION TWO: This Resolution shall become effective upon passage by the City Council.

ADOPTED by the City Council this 15th day of December, 2020.

SIGNED by the Mayor this 15th day of December, 2020.

CITY OF LENEXA, KANSAS

[SEAL]

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Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney



**RESOLUTION NO. 2020 -**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LENEXA [“CITY”] AND LENEXA CHAMBER OF COMMERCE [“CHAMBER”] FOR CONVENTION AND TOURISM SERVICES.**

WHEREAS, the City identified a need for an independent entity to provide the services necessary to promote conventions and tourism in the City; and

WHEREAS, the Chamber established the Conventions and Visitors Bureau [“CVB”] to continue economic growth for the City through convention and tourism; and

WHEREAS, since 1997 the City has entered into performance based agreements with the Chamber to utilize the services of the CVB for convention and tourism services (“Agreement”) which services are funded through the use of revenues from the City’s transient guest tax; and

WHEREAS, for continuity and planning purposes, approximately eight years ago the City began entering into two year service agreements with the Chamber; and

WHEREAS, the term of the current performance based agreement expires on December 31, 2020; and

WHEREAS, the City desires to continue to have the CVB promote conventions and tourism for the City of Lenexa, Kansas, which services shall be funded in an amount established through the City’s annual budget process; and

WHEREAS, the proposed funding for FY2021 is estimated to be \$270,000. The amount to be allocated for FY2022 will be determined as part of the approved FY2022 Budget for the City; and

WHEREAS, the funding is subject to the availability of transient guest tax revenues received by the City and available to meet such budgeted amount as described in the Agreement; and

WHEREAS, the City and Chamber desire to execute the Agreement, attached hereto as Exhibit “A” for the period commencing January 1, 2021 through December 31, 2022; and

WHEREAS, both parties have read and understand the terms and conditions of the Agreement as set out in the attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:



SECTION ONE: The Mayor is authorized to execute the Agreement for Convention and Tourism Services, attached hereto as Exhibit "A" and incorporated herein by reference, continuing the services of the CVB to promote conventions and tourism in the City from January 1, 2021 through December 31, 2022 subject to the terms and conditions set forth therein.

SECTION TWO: This resolution shall become effective upon passage by the City Council.

PASSED by the City Council this 15<sup>th</sup> day of December, 2020.

SIGNED by the Mayor this 15<sup>th</sup> day of December, 2020.

CITY OF LENEXA, KANSAS

[SEAL]

\_\_\_\_\_  
Michael A. Boehm, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 8**

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**SUBJECT:** Consideration of a rezoning and companion preliminary plan for Wheatley Point, generally located at the southeast corner of Prairie Star Parkway and McCormack Drive

**CONTACT:** Scott McCullough, Community Development Director  
Magi Tilton, Planning & Development Administrator

**DATE:** December 15, 2020

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**ACTION NEEDED:**

- a. Pass an ordinance rezoning the subject property from NP-O, Planned Neighborhood Office zoning district to RP-2, Planned Residential (Intermediate-Density) zoning district; and
- b. approve the companion preliminary plan for Wheatley Point.

**APPLICANT:**

Jeffrey Skidmore, Schlagel & Associates

**OWNER:**

Michael Menghini

**PROPERTY ADDRESS:**

Southeast corner of Prairie Star Parkway and McCormack Drive

**PROJECT BACKGROUND/DESCRIPTION:**

The applicant is proposing to rezone 6.48 acres of land from NP-O to RP-2 for the development of 11 lots for 22 residential units. The tract of land is on the south side of Prairie Star Parkway and east of McCormack Drive. This parcel was zoned NP-O in 2002 as part of the Prairie Star Village Mixed-Use master planned project.

The proposed development is not in conformance with the Comprehensive Plan's Future Land Use Map. The plan identifies the subject 6.48-acre parcel to be developed as an Office/Employment Center.

Two other applications requesting rezoning from commercial/mixed-use zoning districts to residential districts along the Prairie Star Parkway corridor were recently considered - Mize Hill and Arbor Lake. These applications are located within a key neighborhood node designed to provide retail and services to the surrounding neighborhoods. In both instances, staff supported rezoning a predominant portion of each request from commercial and mixed-use districts to a residential district, but recommended maintaining a minimum amount of commercial zoning to help build a strong community fabric as the area builds out and as the goals of Vision 2040 are implemented. The subject application is distinguished from these other two applications in the following ways:

1. The subject property is smaller in size and is not in an area identified in Lenexa's Vision 2040 Plan as a neighborhood node that would provide retail and commercial services to the surrounding neighborhoods. It is adjacent to such a node located at Prairie Star Parkway and K-7 Highway and will add residential units



to support this node.

2. Similar to staff's acknowledgement that the Comprehensive Plan may designate too much retail for the Prairie Star Parkway corridor, thus staff's support for the majority of the Mize Hill and Arbor Lake residential rezoning requests, the amount of office designation may also be too great in this area.

3. The rezoning request for Wheatley Point from NP-O to RP-2 leaves several existing non-residential zoned parcels within the immediate area of the proposed development. While acknowledging additional rezoning applications may be submitted to rezone these parcels, staff supports this rezoning request with the understanding that office uses remain an important component of this corridor and future requests to rezone other properties from the office districts, if submitted, will be carefully analyzed so as to not substantially lose the potential to provide office uses in western Lenexa.

Through these recent applications, staff acknowledges the Comprehensive Plan may designate too much area for non-residential development. Staff has pursued a reasonable balance of varied zoning districts by which to build community in the western portion of Lenexa taking into account specific locations and what each request can provide for the existing and future neighborhoods.

The preliminary plan for the two-family homes shows access into the subdivision from McCormack Drive. The applicant has provided a sidewalk connection to Prairie Star Parkway, which is located between Lots 8 and 9.

There is a section of old 95th Street right-of-way running through several of the proposed lots. This right-of-way needs to be vacated by the applicant through a separate process prior to a final plat being recorded.

To promote visual variety within the subdivision, there are two proposed architectural elevations for homes. Based on the floor plan, the units will each be 2,300 to 2,400 square feet in area with three to four bedrooms.

#### **STAFF RECOMMENDATION:**

Passage of the ordinance and approval of the preliminary plan.

#### **PLANNING COMMISSION ACTION:**

The rezoning request and preliminary plan were considered at a public hearing on November 30, 2020. Several members of the public spoke at the Planning Commission meeting. Questions were raised regarding potential subdivision covenants, home values and ownership versus rental. Concerns included: traffic; if the subdivision would be a maintenance-provided development; impact of the units on the property values of the adjacent single-family residences; and proposed landscaping along the street frontages and between this development and the adjacent single-family residences to the south.

The Planning Commission members discussed these concerns and advised that some of the matters were outside the purview of the Planning Commission. The applicant's representative, Jeff Skidmore, addressed landscaping and ownership of the units noting that his client's current plans are to sell each unit in lieu of leasing each. Chairman Poss asked staff to address the issue of the petition being submitted from the surrounding single-family homeowners, which staff explained that they contacted the petitioner with information on filing a legal protest petition. Landscaping, subdivision signage, and the proposed architecture for the two different elevations were further discussed by the Planning Commission.



The Planning Commission discussed the development along Prairie Star Parkway and how this application is distinguished from the Mize Hill and Arbor Lake applications.

Chairman Poss entertained a motion to recommend APPROVAL of the rezoning for Wheatley Point, located at the southeast corner of Prairie Star Parkway and McCormack Drive, from NP-O, Planned Neighborhood Commercial to RP-2, Planned Residential (Intermediate-Density) zoning districts. Moved by Commissioner Katterhenry, seconded by Commissioner Harper, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend APPROVAL of the preliminarily plan for Wheatley Point. Moved by Commissioner Horine, seconded by Commissioner Harber, and carried by a unanimous voice vote.

Since the time of the Planning Commission meeting, a valid Zoning Protest Petition has been filed with the city.

## **ATTACHMENTS**

1. Map
2. PC Staff Report and Exhibits
3. PC Minutes Excerpt
4. Protest Petition
5. Ordinance





**RZ20-09**  
**Wheatley Point**  
**Vicinity Map**



**MEETING DATE:** November 30, 2020 – **PUBLIC HEARING REQUIRED**

**REGULAR AGENDA ITEM:** 1 a and b

**PROJECT TITLE:** Wheatley Point

**PROJECT # / REQUEST:** RZ20-09 – Rezoning from NP-O, Planned Neighborhood Office Zoning District to RP-2, Planned Residential (Intermediate-Density) Zoning District

PL20-12P – Preliminary Plan

**APPLICANT & DESIGN PROFESSIONAL:**

Jeffrey Skidmore, Schlager & Associates

**OWNER:**

Michael Menghini

**STAFF PLANNER:**

Karen Gable

**PROPERTY LOCATION:** Southeast corner of Prairie Star Parkway and McCormack Drive

**SUMMARY OF RECOMMENDATION**

Staff recommends **APPROVAL** of the requested rezoning from NP-O, Planned Neighborhood Office Zoning District to RP-2, Planned Residential (Intermediate-Density) Zoning District.

Staff recommends **APPROVAL** of the Wheatley Point Preliminary Plan.

**PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION**

On August 20, 2002, the subject property was rezoned from AG, Agriculture zoning district to NP-O, Planned Neighborhood Office zoning district for the Prairie Star Village Mixed Use development project. The project encompassed a total of 309 acres with a proposed Catholic High School and associated athletic fields (St. James High School), a future safety center (Fire Station #3), single-family and duplexes, as well as acreage for non-residential uses consisting of CP-1, CP-O and NP-O zoning districts.

The applicant is requesting to rezone the 6.48-acres at the southeast corner of Prairie Star Parkway and McCormack Drive from NP-O to RP-2 for the development of 11 lots for 22 residential units.

**CURRENT ZONING:**

NP-O, Planned Neighborhood Office Zoning District

**PROPOSED ZONING:**

RP-2, Planned Residential (Intermediate Density) Zoning District

**CURRENT USE:**

Undeveloped

**PROPOSED USE:**

Medium Density Residential, duplexes

**ACREAGE:**

**UNITS PER ACRE (GROSS LAND AREA):**



<b>COMPREHENSIVE PLAN RECOMMENDATION FOR AREA</b>
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**Office/Employment Center** - Buildings used for the conducting of business where little or no sales of product, manufacturing, or warehousing occur. Examples include both campus-type development as well as single buildings and could include both single and multiple tenants.

<b>REZONING ANALYSIS</b>
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The applicant is requesting to rezone the 6.48-acre parcel to RP-2, Residential Planned (Intermediate-Density) district for the development of two-family duplexes.

With regard to the review criteria contained within [Section 4-1-G-5](#) of the UDC, Staff has the following comments:

**1. *The character of the neighborhood.***

The character of the neighborhood is a mix of land uses. Directly to the south is Patrician Village Subdivision, an established single-family neighborhood. To the west across McCormack Drive is St. James High School which has approved plans for new athletic fields to the south of the existing school. East of the site is Agricultural zoning, which contains a single-family home in conjunction with farm land. The area to the north across Prairie Star Parkway is Fire Station #3. Diagonally to the northwest, across Prairie Star Parkway, is neighborhood commercial zoning which is undeveloped but is part of the approved concept plan for Prairie Star Village Mixed-Use development.

**2. *The zoning and use of properties nearby.***

**VICINITY ZONING PATTERN:**

**North:** R-1, Single-Family Residential District

**South:** R-1, Single-Family Residential District

**East:** AG, Agriculture

**West:** R-1, Single-Family Residential District

**VICINITY LAND USE PATTERN:**

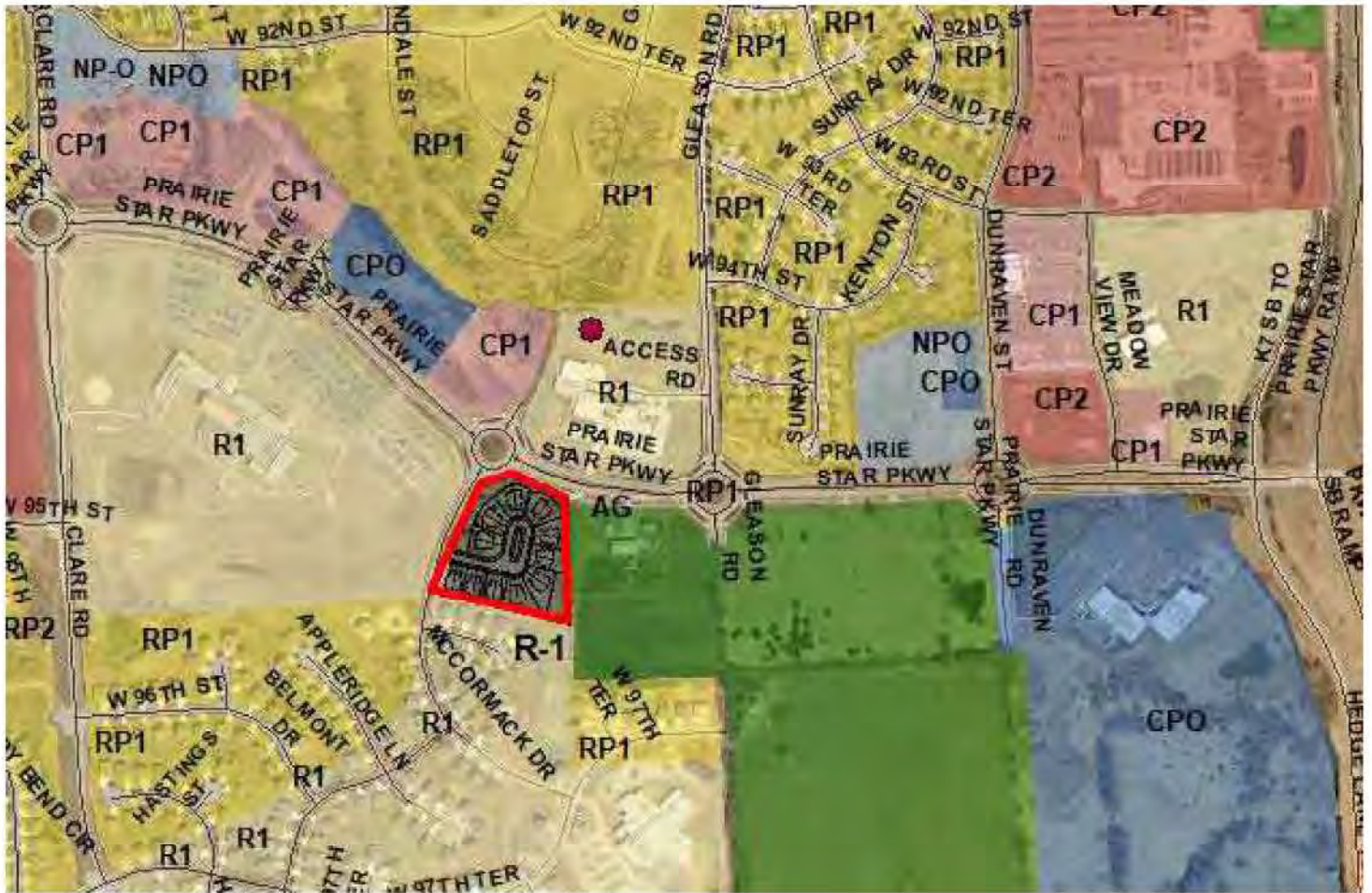
**North:** Public Safety Services

**South:** Suburban Density Residential

**East:** Low Density Residential (single-family home with farm land)

**West:** Secondary School





Area to be rezoned from NP-O to RP-2 is outlined in red above

**3. The suitability of the subject property for the uses to which it has been restricted.**

The property is suitable for the NP-O uses to which it has been restricted. Staff believes the subject property (shown outlined in red below) is also suited for the requested zoning change from NP-O to RP-2. The proposed rezoning is a downzoning from more intense development to two-family development.





Areas outlined in black represent the remaining non-residential zoned parcels

**4. *The extent to which the proposed use will detrimentally affect nearby property.***

It is staff's opinion the proposed use will not detrimentally affect the nearby neighbors. The proposed development is less intense than the future land use category and current zoning in terms of traffic generation at peak times. A landscape buffer is provided between the rear of the proposed duplex units and the existing single-family homes to the south.

**5. *The length of time the subject property has remained vacant as zoned.***

The property has been vacant since it was annexed into the city in 1999.

**6. *The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.***

Staff sees no gain to the public through denial of the proposed rezoning.

**7. *Recommendation of City's permanent professional staff.***

See Staff Recommendation section.

**8. *Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.***



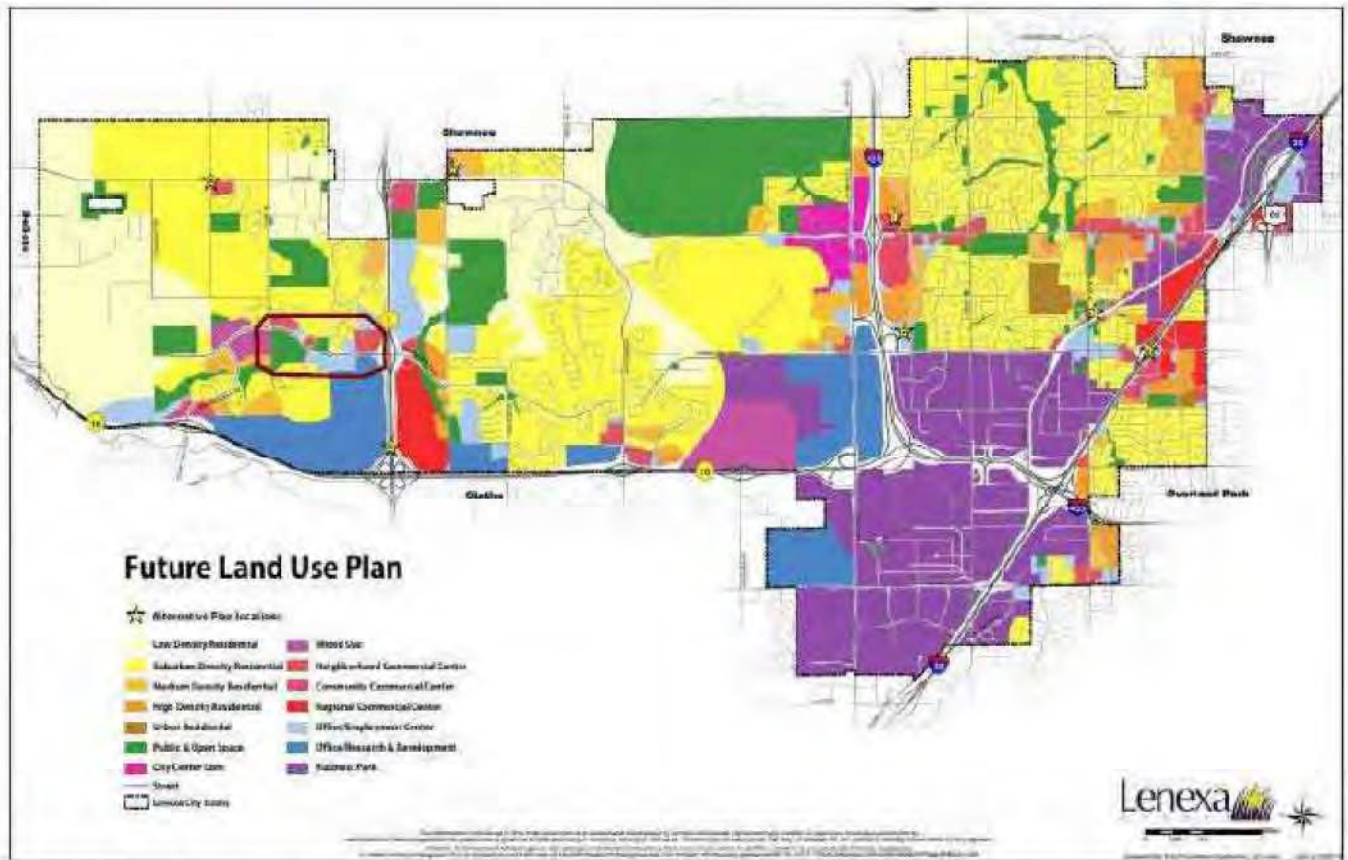
The proposed development is not in conformance with the Comprehensive Plan's Future Land Use Map. The Comprehensive Plan's Future Land Use Map (below) identifies the subject 6.48-acre parcel to be developed as an *Office/Employment Center*.

Two other applications requesting rezoning from commercial/mixed use zoning districts to residential districts have been recently processed along the Prairie Star Parkway corridor – Mize Hill and Arbor Lake. These applications are located within a key neighborhood node designed to provide retail and services to the surrounding neighborhoods. In both instances, staff supported rezoning a predominant portion of each request from commercial and mixed use districts to a residential district, but recommended maintaining a minimum amount of commercial zoning to help build a strong community fabric as the area builds out and as the goals of Vision 2040 are implemented. The subject application is distinguished from these other two applications in the following ways:

1. The subject property is smaller in size and is not in an area identified in Lenexa's Vision 2040 Plan (below) as a neighborhood node that would provide retail and commercial services to the surrounding neighborhoods. It is adjacent to such a node located at Prairie Star Parkway and K-7 Highway and will add residential units to support this node.
2. Similar to staff's acknowledgement that the Comprehensive Plan may designate too much retail for the Prairie Star Parkway corridor, thus our support for the majority of the Mize Hill and Arbor Lake residential rezoning requests, the amount of office designation may also be too great in this area.
3. The rezoning request for Wheatley Point from NP-O to RP-2 leaves several existing non-residential zoned parcels within the immediate area of the proposed development; a 6.8-acre NP-O zoned parcel at the northwest corner of Dunraven Road and Prairie Star Parkway and 24-acres of CP-1/CP-O/NP-O zoning at the northwest corner of Prairie Star Parkway and McCormack Drive (reference zoning map under Criteria #3). While acknowledging additional rezoning applications may be submitted to alter these existing districts, staff supports this rezoning request with the understanding that office uses remain an important component of this corridor and future requests to rezone other properties from the office districts, if submitted, will be carefully analyzed so as to not substantially lose the potential to provide office uses in western Lenexa.

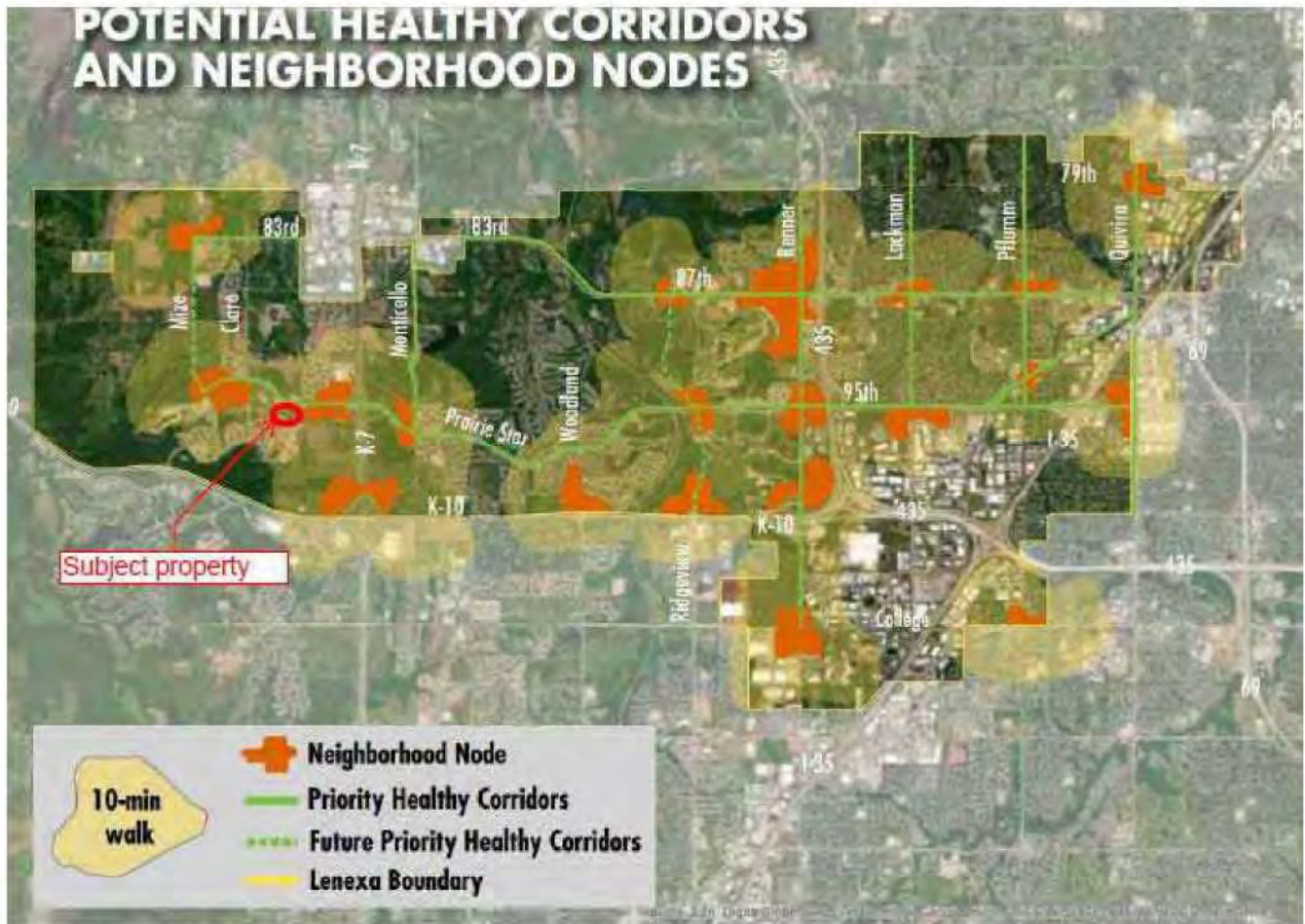
Through these recent applications, Staff has acknowledged that the Comprehensive Plan may designate too much area for non-residential development. Staff has pursued a reasonable balance of varied zoning districts by which to build community in the western portion of Lenexa taking into account specific locations and what each request can provide for the existing and future neighborhoods.





Future Land Use Map, City of Lenexa Comprehensive Plan, Updated 2013 (area circled in red is the general vicinity of the project)





Lenexa Vision 2040 Healthy Corridors and Neighborhood Nodes Map

9. ***The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.***

Utilities are existing and adjacent to the site. The developer will be required to provide utility connections to the buildings. Staff does not anticipate any negative impacts to city services.

10. ***The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.***

It is staff's opinion that the approval of this use will not adversely affect the area's existing street network or present a parking problem. Based on the 22 residential units, the traffic numbers are calculated to be 88 trips exiting and 88 trips entering the development per day. Prairie Star Parkway was constructed to handle higher volumes of commercial traffic and will not be overstressed due to this 22 unit residential development.

As to parking, each duplex unit provides a 2-vehicle garage plus room to park 2 cars within the driveway for a total of 4 parking spaces per unit. The UDC requires duplexes to provide a minimum of 2 spaces per dwelling unit.



11. ***The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.***

All development within the City is subject to the stormwater management requirements set forth in the UDC. A preliminary stormwater management plan for the proposed development has been reviewed by staff and shows the intent to meet City Code. Any development has the potential to have environmental impacts, however, staff does not anticipate negative environmental impacts based on the proposed rezoning of the property and compliance with the development requirements of the UDC.

12. ***The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.***

The applicant shall comply with all applicable requirements of the UDC and the staff comments contained within the preliminary plan analysis sections of this staff report.

#### **STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the requested rezoning from NP-O to RP-2 for the property located at the southeast corner of Prairie Star Parkway and McCormack Drive.

#### **PRELIMINARY PLAN ANALYSIS**

##### **SITE LAYOUT**

The Wheatley Point development encompasses 6.48-acres and proposes 11 lots containing two-family homes for a total of 22 units.

Access into the subdivision is from McCormack Drive. The public street to these 11 lots is L-shaped, with an elongated cul-de-sac. Staff notes that due to this unusual, elongated shape, traffic will need to be one-way around the cul-de-sac. A landscaped island is located within the cul-de-sac in street right-of-way. The landscaped island is a separate tract which will be owned by the city (street right-of-way) but maintained by the Homeowner's Association (HOA). This maintenance will be clearly noted on the final plat, as is typical for these situations. A copy of the recorded Deed Restrictions will need to be provided prior to the first building permit being issued.

A set of code amendments to align the UDC with the accepted Complete Streets Plan is currently in process and cul-de-sac sidewalk connections may be required to connect the cul-de-sac to adjoining street sidewalk networks. The applicant has provided a sidewalk connection to Prairie Star Parkway, which is located between Lots 8 and 9. The sidewalk will be located within Tract A.

Staff would note that Lot 1, at the southeast corner of 95<sup>th</sup> Street and McCormack Drive, has window wells and a chimney along the west elevation which encroach into the required 25-foot setback along McCormack Drive. [Section 4-1-B-26-B-7](#) of the UDC provides exceptions for these types of structure encroachments. The window wells and chimney are in compliance with this code section, therefore a specific deviation is not required.



The applicant has submitted a preliminary stormwater management report, indicating the intent to meet the City's stormwater management requirements utilizing a combination of a bioretention basin, a proprietary structural component, and established native vegetation areas. Staff will continue to work with the applicant through the final stormwater management report to finalize the design and obtain an appropriate stormwater management system.

There is a section of old 95<sup>th</sup> Street right-of-way running through several of the proposed lots. This right-of-way needs to be vacated by the applicant through a separate process prior to a final plat being recorded.

## **LANDSCAPE AND BUFFERS**

Landscaping will be installed along the arterial street frontage of Prairie Star Parkway and along the proposed internal residential street of 95<sup>th</sup> Street in conformance with the landscape requirements for residential subdivisions. The preliminary plan shows Tracts A and B to be used for open space containing stormwater BMP's. Tract C is located within the cul-de-sac at the terminus of 95<sup>th</sup> Street. All tracts shown on the plan are to be owned and maintained by the HOA, with the exception of Tract C located within the right of way. This tract will be maintained by the homeowners' association.

The UDC requires a land use buffer be provided between properties based on the intensity of the land uses. In accordance with the *Land Use Intensity Table*, [Section 4-1-D-2-N](#) of the UDC, the differences between the proposed duplex development and the existing single-family development directly south of the proposed subdivision equates to a Land Use Intensity (LUI) Factor of 0. While no LUI buffer is required, the applicant has provided additional landscaping along the south property line equating to a LUI Factor of 2.

In addition to the landscaping, a residential fence / buffer is required along arterial streets, in this case Prairie Star Parkway, to increase privacy, mitigate noise, reduce glare and enhance the aesthetics of the streetscape. The UDC requires a separate platted tract, dedicated to the owners of the subdivision, to contain the fence or wall and related landscaping. These tracts shall be immediately adjacent to the public street right-of-way and shall be a minimum of 15 feet in width when adjacent to an arterial street. The applicant has provided a separate tract, Tract A, for the installation of a 4-foot tall wrought fence plus the required perimeter plantings. This fence will be required to be installed by the developer as part of the overall infrastructure improvements.

Staff is supportive of the proposed preliminary landscape plan.

## **ARCHITECTURAL COMPATIBILITY**

The proposed rezoning of this property will result in a subdivision that contains 11 two-family homes for a total of 22 units. The site area for each attached villa is a minimum of 11,143 square feet with a minimum building footprint of 4,010 square foot.

To promote visual variety within the subdivision, there are two proposed architectural elevations for homes. Based on the floor plan, the units will each be 2,300 to 2,400 square feet in area with 3 to 4 bedrooms. The driveways will be shared with a 4-foot wide, textured concrete separation.

## **SIGN PROGRAM**



The applicant has indicated their desire for a small monument sign, possibly a stone post with the initial's WP. Monument signs are allowed at each entry point per [Section 4-1-E-10](#) of the UDC. A separate sign permit will need to be issued for the monument sign and the monument sign should be located within a common tract.

### **INFORMATIONAL COMMENTS**

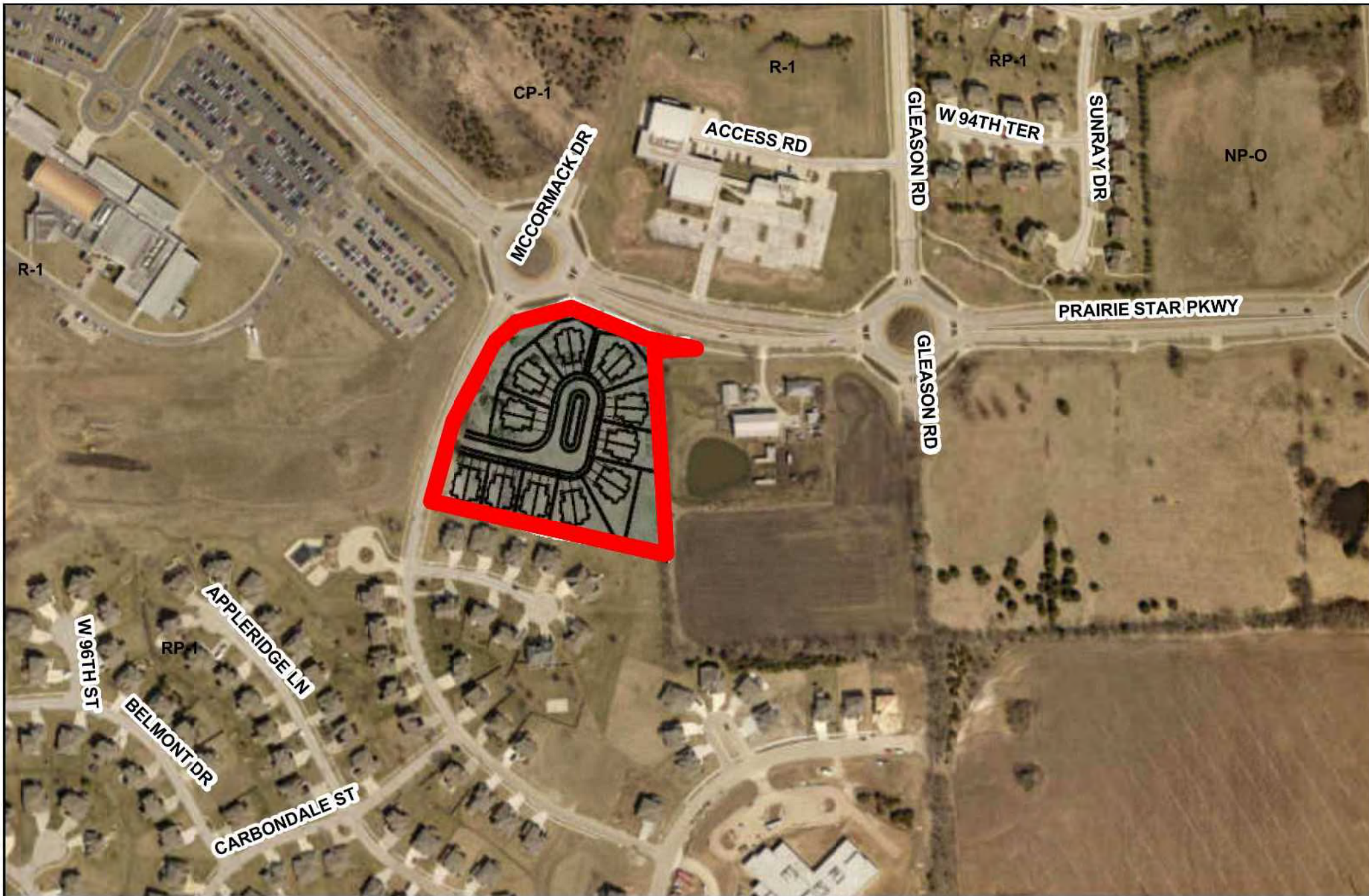
The applicant hosted a neighborhood meeting (minutes attached) which was attended by eight members of the public. The minutes reflect a brief summary of the discussion, questions and responses that occurred during the meeting.

This item is scheduled to be considered by the Governing Body on December 15, 2020.

<b>STAFF RECOMMENDATION</b>
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Staff recommends **APPROVAL** of the Preliminary Plan for Wheatley Point Subdivision.





**PL20-12P**  
**Wheatley Point**  
**Preliminary Plan**















## Neighborhood Interact Meeting Summary

Neighborhood Interact Meeting–Wheatley Point–Rezoning/PDP (PL20-12P)

Date/Time: Thursday, October 22, 2020; 6:00 p.m.

Location: - St. James Academy – Media Center, 24505 Prairie Star Parkway

Attendees: See attached Log-in Sheet

The meeting began at 6:00 pm, at the St. James Academy, located at 24505 Prairie Star Parkway. Approximately 8 members of the public were in attendance and a sign-up sheet was passed around to all in attendance and attendees were encouraged to sign-in and include additional contact information (See attached sign-in sheet). The meeting lasted approximately 30 minutes.

Jeff Skidmore, with Schlagel and Associates presented the project to the attendees with the aid of the current project building elevations, current project renderings, the current site plan and landscape plan. The project process was identified in regards to the current pending rezoning to RP-2 to allow for the proposed twin-villa development. There was also a discussion of the existing NP-0 zoning on the property and typical uses that are associated with the neighborhood office zoning. It was also clarified to the attendees that the current signs that had been placed on the property notifying the area of the rezoning indicated that the planning commission hearing had been set for November 2<sup>nd</sup> and the project had been continued to the November 30<sup>th</sup> Planning Commission Hearing. It was also clarified that the signs would be updated to reflect this change in the date.

Upon completion of presenting the project, the floor was opened up for discussion/questions from the audience. The following is a brief summary of the open discussions/questions/responses that occurred during the interact meeting.

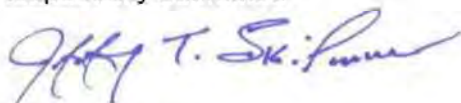
- Access to the project was questioned from McCormick Drive and additional traffic on McCormick was brought up as a concern. It was clarified that the northern boundary of the property along Prairie Star Parkway as restricted from access, so the only means of access for the parcel would have to occur along McCormick Drive.
- Size of the proposed dwellings was asked. It was confirmed that each unit would be 2,300-2,400 square foot dwellings units on each side. The proposed units are 3-4 bedroom, reverse two-story layouts with master bedroom, main living/dining areas on the main entry level and additional bedrooms and open spaces areas on the lower levels.
- Cost of the proposed dwellings was asked. It was confirmed that the anticipated costs of the units will range from \$350,000 - \$400,000 per unit depending on the house amenities and lot selection.
- It was asked if the units would be sold/owned by the tenant or rental properties. It was confirmed that the units will be sold individually and will not be rental units.
- It was asked how many lots would back up to the gas transmission lines/easement. It was clarified with reference to the plan that 3 of the lots/6 of the units would abut the gas easement along the eastern boundary of the project.



- It was asked if any of the large trees along McCormick would be saved. It was confirmed that at this time we did not know if any of the trees could be saved, but it would be to the owner/developers benefit to try to work around the existing trees as much as possible. The mature trees would make the lots more desirable.
- It was asked if what measures were being taken to buffer from the single-family development to the south. With reference to the plan, it was clarified that the lots along the southern boundary had been shifted to provide an additional 10 feet of depth.
- It was asked if any berms were planned in the rear yards of the south lots. It was clarified with reference to the Landscape Plan that berms were not planned for this area, but the landscape buffer in those rear yards had been enhanced to provide additional screening between the two developments.
- It was asked why the developer didn't just reduce the number of lots and propose to rezone to single family. It was clarified that the developer feels this is an under-served market in the area and felt that this would give home-owners additional options for home purchase.
- It was asked if a separate homes association would be developed to accommodate this development. It was confirmed that a homes association and declarations would be established for the subdivision.
- It was asked if any amenities are planned, such as a pool and wanted to confirm that this development would not be using the pool of the adjacent single-family subdivision. It was confirmed that they do not have a pool or any amenities planned for the subdivision and residents would not be allowed access to the subdivision pool from the adjacent development.
- It was brought up that had the property owners been aware that duplexes/twin-villas were planned for the future, they may have felt differently about their home purchase.
- It was asked if there was a comparison or if a comparison was required between the tax base for residential property versus commercial office. It was confirmed that the existing tax rates for the property was based it being vacant agricultural land and no comparison had been prepared and/or was required as part of the rezoning/preliminary plan process.

With no additional questions, the attendees were thanked for their interest and participation in this process and were offered our full contact information via business cards and encouraged to contact us and keep open communications with any questions, comments or future concerns. The meeting closed at approximately 6:40 p.m. among several additional discussions and clarifications amongst the attendees and representatives of the development team

Respectfully submitted



Jeffrey T. Skidmore, P.E.  
Schlagel and Associates





<b>Project:</b>	Wheatley Point	<b>Meeting Date:</b>	Thursday, October 22, 2020
<b>Facilitator:</b>	Michael Menghini, Prairie Star Partners	<b>City Case No.</b>	

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**LENEXA PLANNING COMMISSION  
MEETING MINUTES  
November 30, 2020**

**REGULAR AGENDA:**

- 1 a. **CONTINUED FROM NOVEMBER 2, 2020** Rezoning for **Wheatley Point**, located on the southeast corner of McCormack Drive and Prairie Star Parkway, from NP-O Planned Neighborhood Office District to RP-2, Planned Residential (Intermediate District). Application filed by Jeffrey Skidmore, Schlagel & Associates, agent for Michael Menghini, owner of record. **RZ20-09**
- b. **CONTINUED FROM NOVEMBER 2, 2020** Companion Preliminary Plan for **Wheatley Point**. **PL20-12P**

**APPLICANT PRESENTATION:**

Jeff Skidmore spoke on behalf of Covenant Homes, stating the project was an attached villa unit subdivision located at the southeast corner of Prairie Star Parkway and McCormack Drive. There is an existing developed intersection with a fully developed roundabout located on the west, by Saint James Academy, on the south, Patrician Village, on the north, a fire station across Prairie Star Parkway, on the east, an existing agricultural zoned property that has a homestead and active farm land. He mentioned the Mize Hill development is very similar, with Mize Hill's subdivision being on a much larger scale, also proposed for RP-2 zoning. His company was involved in the Mize Hill project, which was recently approved. He said the Arbor Lake project also previously had a similar request. He stated they held a neighborhood meeting where there were questions concerning traffic. The property is a bit unique in that it is small and any development that occurs will need to have access from McCormack Drive because obviously, it will not have access from Prairie Star Parkway. It is similar to what the Commissioners have seen along that corridor. This parcel has become isolated and is zoned NP-O but does not attach to the other neighborhood office zonings that are in the same area. There are some in the more immediate area of Prairie Star Parkway and K7, but between the hospital there are several large agriculturally zoned tracts that are not continuous with each other and not under the same ownership therefore, it would be difficult to leap frog those and become isolated in that one area. That is why they feel it is a good application for the RP-2 zoning of the attached villa unit.

**STAFF PRESENTATION:**

Magi Tilton stated the subject property is requesting to be rezoned from NP-O to RP- 2. The property is a bit more than 6 acres in size and to the west is Saint James school and a fire station to the north, across Prairie Star. On the northwest and east, there is undeveloped property and single-family to the south. The applicants are proposing a development that consist of 11 lots for 22 residential units. The subject property was zoned NP-O in 2002 as part of the larger 300 plus acre Prairie Star Village mixed use development. The plan from 2002 was very conceptual, and we do not have a preliminary plan for what could have developed on the property. To staff's knowledge, there were no preliminary plans approved for this property. The Future Land Use map was shown and she pointed out the subject property was designated as an Office/Employment Center, and intended for businesses that conduct little or no sales of product, manufactory or warehousing. In considering the rezoning application, there are a number of criteria referred to as the Golden Criteria from a lawsuit in the late 1970's that staff reviews. With respect to the character of the neighborhood, it is a mix of land uses and the property on the northwest corner of Prairie Star Parkway and McCormack Drive, is undeveloped but is zoned Planned Neighborhood Commercial. With respect to suitability of the



**LENEXA PLANNING COMMISSION**  
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property for the uses to which it has been restricted, staff believes the subject property is suited for the requested change from NP-O to RP-2. The proposed rezoning reduces the intensity of development from office or other non-residential uses to a two-family development with a total of 22 units. The requested rezoning is not in conformance with the Future Land Use map which is part of the Comprehensive Plan. The subject property is designated Office and Employment Center, as is the entire frontage on the south side of Prairie Star Parkway, from McCormack to Dunraven. The Arbor Lake and Mize Hill rezoning applications were going from a non-residential zoning class to a residential zoning class. Both areas were much larger in size and zoned CP-1, as opposed to NP-O, so there is a distinction between commercial verses office

The next few slides Magi Tilton presented illustrated the difference between the application before the Commission this evening, and the two other recent applications, to further clarify why staff was recommending approval of the rezoning application under review this evening and not recommending the wholesale rezoning to residential of the other two developments. The subject property is not part of a neighborhood node as shown in Vision 2040 Plan. It is adjacent to and will add residential units to support those neighborhood nodes.

Magi Tilton pointed out those properties designated as office/employment center. She stated there are approximately 140 acres along the Prairie Star Parkway corridor designated for office and employment. If the rezoning for Wheatley Point were to be approved, the area designated for office and employment would be slightly reduced because the subject area is less than seven acres. Staff understands the office market has been changing, even before COVID sent a lot of people to work from home and staff acknowledges there may be too many acres designated for office and employment centers in the future. They also recognize the subject property represents a small number of those acres. Of those 134 acres shown in blue on the map, 108 acres are vacant today with no active development plans in the works. Staff understands there may be additional rezoning applications in the future to alter the landscape in the community. Staff does support the rezoning request with the understanding that office uses remain an important component of the corridor and future requests to rezone other properties from the office districts if submitted, will be analyzed on their own merits so is not to lose the potential to provide office uses in western Lenexa.

In speaking specifically about the preliminary plan, Magi Tilton pointed out old 95<sup>th</sup> Street right-of-way that will need to be vacated prior to a final plat being recorded. In addition, the blue dashed line on the slide represents a sidewalk connection from inside the subdivision to Prairie Star Parkway. In an enlargement of lot one she pointed out the two areas on the building footprint that encroach into the side setback by a few feet. She stated this encroachment does not require a deviation. There are no deviations requested with the subject development plan. She continued by stating, in looking at the floor plan for the units, what is shown is a chimney or window well and the City's Code does allow for encroachment by two to three feet, depending if it's a window well or a chimney for those types of features on a home. That's is why there are no deviations requested on the subject plan.

There is a landscape area and fence proposed along Prairie Star Parkway, it is required along Prairie Star Parkway based on the street classification. The landscaping and fencing will continue along McCormack Drive which would include a four-foot tall wrought fence with landscaping. The area she pointed out in yellow represented some additional landscaping proposed between the back of the duplex lots and the back of the single-family lots. There is a land use buffer requirement, but it is based on the density of the proposed development and adjacent development. In this case, the single-family subdivision, as well as the subject subdivision are both less than four dwelling units per



**LENEXA PLANNING COMMISSION**  
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acre therefore, there is technically not a land use buffer required. The applicant has proposed one to provide some additional buffer screening for the single-family residences.

The final slide showed two slightly different front elevations that were being proposed for the 11 duplex buildings. Based on the floor plan, the units will each be 2,300 to 2,400 square feet in size and three to four bedrooms are proposed. She explained to the Commissioners, it's not something they normally act on but she wanted to give them the information. To break up the large driveway expanse, the area shown in red represented a four-foot wide textured concrete separation. She commented by saying, obviously there will be a lot of driveway space. Often times, staff has looked at landscaping for that area and it doesn't do well but they are looking at alternatives for separating that wide driveway expanse. In concluding, she stated staff recommends approval of both the rezoning from NP-O to RP-2 as well as approval of the preliminary plan as presented for Wheatley Point.

**PUBLIC HEARING:**

Chairman Poss opened the public hearing.

Jack Hruska addressed the Commissioners stating he was a resident of the Patrician Village subdivision and their concerns were the lack of information about the proposed project. He attended a previous meeting at Saint James Academy and project plans seemed a bit vague. He commented, obviously they live in a neighborhood where the majority of the homes are approaching a half million dollars and above in value. The homeowners residing directly adjacent to the subject property, where it is zoned Office, were told the district zoning but, as residents of the subdivision, we would like some questions answered. Such as, will they have covenants and what will they allow? He expressed they have very strict covenants in their neighborhood. Since this development is at the entrance of their neighborhood, they do have concerns about the appearances. We are not as concerned about the traffic flow because no matter what is constructed at that location, we expect to have traffic. As a homeowner, he would like to know the value of the homes. They were told the homes would be sold in the upper \$300,000, but he wasn't sure if that was accurate. One of the last homes built in their subdivision was valued at about a half a million dollars. Their HOA is so strict that they tell them what color the slides can be on their kids' play equipment. Another question the residents of his subdivision had was whether the units would be maintenance-provided although he acknowledged their homes are not maintenance-provided. It is his opinion the homes will look good if they are maintenance-provided. He has seen some of the Mize Hill plans and they seem to have provided more information on that larger project, he would like to know more about the proposed project. Regarding the landscaping between the road and the development, as well as, between the single-family homes and the proposed plan, he would like to know exactly what type of landscaping and how much is specifically proposed. He feels this is the time to ask those type of questions, instead of waiting until the project is further along.

Paul Cook stated he is a member of the Patrician Village Homeowners Association Advisory Board, as well as the Community Awareness Committee. He said they try to keep the residents in the neighborhood informed on future developments in their area and also the things that will impact the quality of life within their neighborhood. He commented that some of the residents had put together a petition and he hadn't read the petition totally, but he has seen some of the entries. He wasn't sure if staff had received it, but there were about 78 signers, which is about a third of the residents in their subdivision. Their concerns were having the proposed project at the entrance of one of the main entries to their subdivision. They worry about people coming in and seeing the duplexes, if they are



**LENEXA PLANNING COMMISSION  
MEETING MINUTES  
November 30, 2020**

interested in purchasing property within Canyon Creek Highlands, what kind of influence does that have on their opinion of the subdivision. Does it actually have an impact on the resident's property values, since they are lower cost duplexes compared to their homes? There was also concern about the encroachment, and being too close to the property line but that issue seems to have already been addressed. Landscaping is also a concern; they did receive a lot of details about the Mize Hill development and it seemed to show where the landscaping would be, with this project they're not sure so they would like more details concerning the landscaping. With Canyon Creek Elementary being in their neighborhood, they have concerns of safety as kids are walking to school. Due to the new development, traffic will pick up.

Chairman Poss entertained a motion to **CLOSE** the public hearing. Moved by Commissioner Katterhenry, seconded by Commissioner Horine, and carried by a unanimous voice vote.

**PLANNING COMMISSION DISCUSSION:**

Chairman Poss explained the Commission considers proposals based on the City's Golden Criteria, the Comprehensive Plan and Unified Development Code. Those are the Commission's guiding documents. They have no control over covenants or the value of homes.

Chairman Poss then asked Jeff Skidmore if the proposed units would be maintenance-provided. Jeff Skidmore responded they are considering it, but have not made a final decision yet. He stated the units will be owner-occupied and not rental units.

Chairman Poss asked him to expand upon the proposed landscaping plan for the project. Jeff Skidmore explained there is no buffer or landscaping required on the south property line. He said there is a 20-foot rear setback on those lots and also a 10-foot deep tract that will be a common maintenance area. The project will be a subdivision entity and have their own declarations and covenants. There will be a 50-foot wide landscape, open space tract along McCormack Drive and Prairie Star Parkway that will be maintained by the homes association or an entity that works for the association. The 10-foot wide tract along the south side abutting Patrician Village will have similar maintenance. He stated they are tied to the landscape plan as part of the development plan that has been submitted. Chairman Poss asked Jeff Skidmore if he could show the landscaping plans on the screen. Jeff Skidmore stated in the immediate area of the buildings, there will be pine trees, maple trees, oak trees and upright trees. There would be smaller scrubs and planting beds throughout the subdivision. It is their intent to create a buffer to get some vertical growth along the 10-foot wide tract to the south. He offered to share the landscaping plan with whomever had questions.

Chairman Poss asked Magi Tilton to address the issue of the petition. She stated the commissioners should have received an email from staff around noon that include a link to the petition; this information was also made available on the City's website. She added that she had responded to the person that submitted the petition letting the person know we had received it and it would be forwarded to the Planning Commission, As well as letting them know of the specific protest petition section of the Unified Development Code.

Commissioner Katterhenry commented that as the project moves forward, he would like to see landscaping between the driveways to break up the wide concrete. He appreciates the landscaping and fencing that was already proposed.



**LENEXA PLANNING COMMISSION**  
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Commissioner Harper asked the applicant about proposed signage. Jeff Skidmore responded there was a small area in the staff report that addressed signage. It would be some type of a vertical pillar at the entrance. He understood that would be a completely different approval and not part of the current proposal. There are stone columns lining McCormack Drive and the proposed project may do something similar. Commissioner Harper echoed the concerns regarding the landscaping. He asked if the developers intend to keep any of the large trees. Jeff Skidmore responded there are large trees along the east side of McCormack Drive that would be in the rear yards of lots 11 and 12. They feel it gives the area some character and it also helps with the tree counts toward the final development plan.

Commissioner Burson stated he saw two elevations but didn't see a designation as to how the elevations would be allotted. Jeff Skidmore responded, there will be some options for the buyer and will depend on who builds and when they build. There won't be two or three of the same identical unit next to one another. Some of the units will have a stone wainscot and some will have stone on the front. He added there will be variation when finishing the front of the building to give them a different look. Commissioner Burson stated his concern is seeing identical units, he feels it should blend in more with the single family homes.

Commissioner Burson stated he believes the City is heavy on the office side in this area and the applicant stated it well that this property can be put used residentially and flow well with the subdivisions around it. This property is further away from the highway so it is less likely that an office developer would be interested.

Commissioner Horine commented that the color renderings in the packet didn't have any stone, but the black and white elevation does. He thinks the rendering without the stone don't look as interesting and the units should contain some stone. Commissioner Horine also said he doesn't like solid pavement in the front of the units; it would be nice to see some grass. He asked if it is going to be textured concrete, is it going to be the same elevation all the way across and wouldn't it be a good idea to have that area raised? Jeff Skidmore responded they are not tied to placing concrete as a divider and are open to suggestions on the driveway. He said grass usually doesn't do well in that area.

Commissioner Horine stated based on the last few applications they have seen along Prairie Star Parkway, it appears the residential market is much hotter now than anything else, particularly these types of units. None of the proposed units similar to these presented tonight were owner-maintenance, they were all maintenance-provided. so anyone looking at this type of unit will probably prefer to purchase maintenance-provided units.

Commissioner Horine asked about traffic along McCormack Drive, will it be less for a 20-family residential area than it is for a neighborhood office area. Tim Green responded assuming a 20,000 square foot office building could be constructed on the property, it generates about 325 trips a day, while each residential unit would generate about 10 trips per day, for a total of 220 trips. Therefore, the traffic would be approximately two-thirds of what it would be with office uses.

Commissioner Horine commented it is his opinion that there is more commercial and neighborhood office along Prairie Star Parkway than we need for that corridor. With more residential areas being constructed, the residents will need some place to shop and have an office or retail center, but there is probably more designated than we will need. He concluded by stating rezoning to residential is



**LENEXA PLANNING COMMISSION**  
**MEETING MINUTES**  
**November 30, 2020**

probably the way we will be going in the future.

Commissioner Leib said his biggest concern was the consistency of the past rezoning requests in that area and the request before us this evening, between the staff report and the comments during the meeting, his concerns are alleviated. He appreciated no deviations are being requested and the additional landscaping being provided. It doesn't feel as though it is something we are trying to shoehorn into a piece of property, it naturally fits into the area. It is a little higher density use but it is along a major thoroughfare and looking at the Golden Criteria, his only concern was regarding future land use and that had been addressed.

Commissioner Hoyer commented, going from commercial to residential and located outside of the neighborhood node makes her comfortable with the staff recommendations.

**MOTION:**

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning for **Wheatley Pointe**, located on the southeast corner of McCormack Drive and Prairie Star Parkway, from NP-O Planned Neighborhood Office District to RP-2, Planned Residential (Intermediate District). Moved by Commissioner Katterhenry, seconded by Commissioner Harper, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the Companion Preliminary Plan for **Wheatley Pointe**. Moved by Commissioner Horine, seconded by Commissioner Harper, and carried by a unanimous voice vote.





## DEPARTMENT OF COMMUNITY DEVELOPMENT

Date: December 10, 2020

To: Lenexa Governing Body

From: Scott McCullough, Director, Community Development Department

RE: Protest Petition Analysis  
RZ20-09, Request for Rezoning property from NP-O to RP-2 Zoning District, and,  
PL20-12P, Preliminary Plan for Wheatley Pointe Two-Family residential subdivision

A protest petition has been submitted to the City Clerk for the above referenced applications.

Per Section 4-1-G-4 of the Unified Development Code, to file a valid protest petition challenging a recommendation relating to a zoning map amendment (rezoning) application, a party must:

1. Obtain the signatures of all owners of at least 20% of the real property within the 200-foot protest area, excluding streets and public rights-of-way; and,
2. Must file the protest petition with the City Clerk within fourteen days of the conclusion of the Planning Commission's public hearing.

At its November 30, 2020, public meeting, the Planning Commission unanimously recommended the following requests:

1. Approval of rezoning property from NP-O, Planned Neighborhood Office District to RP-2, Planned Residential (Intermediate-Density) District, and,
2. Approval of the Preliminary Plan for Wheatley Pointe Two-Family residential subdivision.

On December 9, 2020, a timely protest petition was filed with the City Clerk's office in regards to this Planning Commission recommendations.

In total, owners of 28% of the total land area within 200 feet of the subject site participated in the petition; therefore, the protest petition does meet the requirements of the UDC and is valid.

Criteria	Parcels	Square Feet
Total within 200 feet of subject property	16	346,148.4
Total protesting request to rezoned and plan	9	97,120.9
Total percentage	56%	28%





0 100 200 400 Feet





## ZONING/SPECIAL USE PERMIT PROTEST PETITION

### CITY OF LENEXA GENERAL INFORMATION

The following general information is provided as a courtesy by the City of Lenexa for persons interested in filing a protest petition as permitted by K.S.A. § 12-757. It is not intended to be legal advice nor is it intended to be relied upon as such. Individuals wishing to file a protest are encouraged to seek independent legal advice.

1. Original protest petitions properly signed and acknowledged must be filed in the office of the City Clerk, Lenexa, City Hall, 17101 West 87<sup>th</sup> Street Parkway, Lenexa, Kansas, between the hours of 8:00 a.m. and 5:00 p.m. on regular business days, within fourteen (14) days after the date of the conclusion of the public hearing conducted by the Planning Commission pursuant to the publication notice.
2. The protest petition must be properly signed by at least 20% of owners of record of any of the real property proposed to be rezoned or on which a special use permit is requested or owners of record of at least 20% of the property within two hundred (200) feet of the area of the subject property, excluding streets and public ways.

If the subject property is located adjacent to or outside the city's limits and unincorporated, the protest petition must be properly signed by at least 20% of owners of record of any of the real property proposed to be rezoned or on which a special use permit is requested or owners of record of at least 20% of the property within one thousand (1,000) feet of the area of the subject property, excluding streets and public ways.

3. If a proper protest petition is filed, the rezoning or the requested special use permit can only be approved by an affirmative vote of at least seven (7) of the nine (9) member Governing Body. Protest petition forms are available from the Department of Community Development. Property owners may file their own forms provided they comply with state law and local ordinances.

### INSTRUCTIONS FOR FILLING OUT PROTEST PETITION FORMS

#### Signatures

The petition must contain the proper name in which the property is held. If the property is owned in the names of two or more people, each must sign in his or her own handwriting with the name as it is recorded at the Johnson County Register of Deeds. If the property is owned by a corporation, partnership or individual it must be signed by an individual on behalf of such entity and provide some indication of their capacity or authority to sign on behalf of such entity.

#### Acknowledgements

All signatures must be acknowledged by a notary public. The attached form is designed so that the person carrying the petition may witness each signature and then state this fact before a notary public. If this person does not witness all names, then those signing independently must have their individual signatures notarized.

If you have any questions please contact the Department of Community Development at 913-477-7500.



# ZONING / SPECIAL USE PERMIT PROTEST PETITION

The undersigned, owners of property within 200 1,000 (circle one) feet hereby protest the proposed rezoning or special use permit (circle one) as set forth in Application No.

R220-09. Whantley Point

(Note: Petition must contain the proper name in which the property is held. If the property is owned in the names of two or more people, each must sign in his or her own handwriting with the name as it is recorded at the Johnson County Register of Deeds. If the property is owned by a corporation, partnership or individual it must be signed by an individual on behalf of such entity and provide some indication of their capacity or authority to sign on behalf of such entity.)

Name	Address	Legal Description	Property Legal Desc. NA use addresses
Doug Dudenhoeffer	24124 W. 95th Ter	Doug Dudenhoeffer	↓
Terra Dudenhoeffer	24124 W 95th Ter	Terra Dudenhoeffer	
Leland Hessler	24120 W 95th Ter	Leland Hessler	
Diana Hessler	" " "	Diana Hessler	
Mike Booth	24119 W 95th Ter	Mike Booth	
Tamie Booth	24119 W 95th Ter	Tamie M. Booth	
Aimee Hruska	24128 W. 95th Ter	Aimee Hruska	
Jack Hruska	24128 W. 95th Ter	Jack L. Hruska	
Kenneth A Pascarelli	24132 W. 95th Ter	Kenneth A Pascarelli	
Dolores Pascarelli	24132 W 95th Ter	Dolores Pascarelli	

Carrier of Petition/Gatherer of Names:

Doug Dudenhoeffer  
Printed Name

Doug Dudenhoeffer  
Signature

RECEIVED  
DEC. 9 2020

12-8-20  
Date

CITY OF LENEXA  
CITY CLERK'S OFFICE  
[Signature]

## ACKNOWLEDGEMENT

STATE OF KANSAS )  
COUNTY OF JOHNSON)

ss:

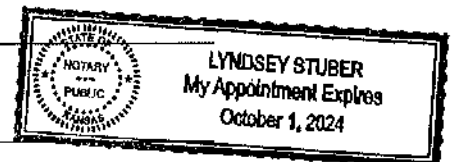
Be it remembered that on this 8 day of December, 20 20, before me a notary public in and for said county and state, came Doug Dudenhoeffer personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same and who states that he or she personally witnessed the signatures of the above and foregoing individuals on the above Protest Petition and that they signed said Protest Petition in his or her presence.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year written above.

Lyndsey Stuber  
Notary Public

My Commission Expires:

10-1-2024





## ZONING / SPECIAL USE PERMIT PROTEST PETITION

The undersigned, owners of property within 200 / 1,000 (circle one) feet hereby protest the proposed rezoning or special use permit (circle one) as set forth in Application No.

RZ20-09 . Wheatley Point

(Note: Petition must contain the proper name in which the property is held. If the property is owned in the names of two or more people, each must sign in his or her own handwriting with the name as it is recorded at the Johnson County Register of Deeds. If the property is owned by a corporation, partnership or individual it must be signed by an individual on behalf of such entity and provide some indication of their capacity or authority to sign on behalf of such entity.)

Property  
Legal Desc.  
NA-use  
addresses  
↓

Name	Address	Legal Description
Brad Miller	24042 W. 97 <sup>th</sup> Ter.	<i>[Signature]</i>
Jill Miller	24042 W 97 <sup>th</sup> Ter	<i>[Signature]</i>
Matt Ubben	24136 W 95 <sup>th</sup> Ter	<i>[Signature]</i>
Alex Ubben	24136 W 95 <sup>th</sup> Ter	<i>[Signature]</i>
Matt Mohler	24136 W 95 <sup>th</sup> Terr	<i>[Signature]</i>
Enka Mohler	24131 W 95 <sup>th</sup> Ter	<i>[Signature]</i>
Shannon Cates	24135 W. 95 <sup>th</sup> Terr.	<i>[Signature]</i>
Jeremy Alsmun	9600 McCormack Dr	<i>[Signature]</i>
Kyla Alsmun	9600 McCormack Dr	<i>[Signature]</i>
Gina Sanchez	24123 W 95 <sup>th</sup> Ter	<i>[Signature]</i>

Carrier of Petition/Gatherer of Names:

Doug Dudenhoeffer  
Printed Name

*[Signature]*  
Signature

12-8-20

Date

### ACKNOWLEDGEMENT

STATE OF KANSAS )

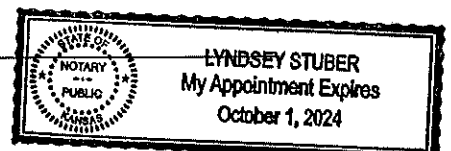
ss:

COUNTY OF JOHNSON)

Be it remembered that on this 8 day of December, 20 20, before me a notary public in and for said county and state, came Doug Dudenhoeffer personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same and who states that he or she personally witnessed the signatures of the above and foregoing individuals on the above Protest Petition and that they signed said Protest Petition in his or her presence.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year written above.

*[Signature]*  
Notary Public



My Commission Expires:

10-1-2024



## ZONING / SPECIAL USE PERMIT PROTEST PETITION

The undersigned, owners of property within 200 1,000 (circle one) feet hereby protest the proposed rezoning or special use permit (circle one) as set forth in Application No.

RZ20-09. Whantley Point

(Note: Petition must contain the proper name in which the property is held. If the property is owned in the names of two or more people, each must sign in his or her own handwriting with the name as it is recorded at the Johnson County Register of Deeds. If the property is owned by a corporation, partnership or individual it must be signed by an individual on behalf of such entity and provide some indication of their capacity or authority to sign on behalf of such entity.)

Name	Address	Legal Description
<u>Morgan Natalie</u>	<u>9606 McCormack Dr.</u>	<u>[Signature]</u>
<u>Aaron Natalie</u>	<u>9606 McCormack Dr.</u>	<u>[Signature]</u>

Property  
Legal Desc.  
NA-use  
addresses

Carrier of Petition/Gatherer of Names:

Doug Dudenhoeffer

Printed Name

[Signature]

Signature

12-8-20

Date

### ACKNOWLEDGEMENT

STATE OF KANSAS )

ss:

COUNTY OF JOHNSON)

Be it remembered that on this 8 day of December, 20 20, before me a notary public in and for said county and state, came Doug Dudenhoeffer personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same and who states that he or she personally witnessed the signatures of the above and foregoing individuals on the above Protest Petition and that they signed said Protest Petition in his or her presence.

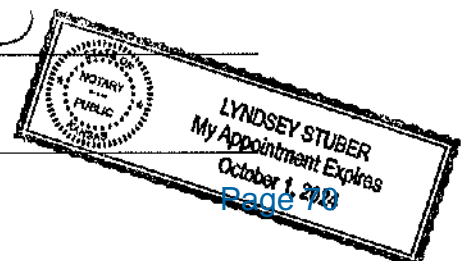
In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year written above.

[Signature]  
Notary Public

10-1-2024

My Commission Expires:

Revised 12/30/16





**RZ 20-09**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY THE SOUTHEAST CORNER OF PRAIRIE STAR PARKWAY AND MCCORMACK DRIVE FROM NP-O, PLANNED NEIGHBORHOOD OFFICE DISTRICT TO RP-2, PLANNED RESIDENTIAL (INTERMEDIATE DENSITY) ZONING DISTRICT.**

**WHEREAS**, on November 30, 2020, Jeffrey Skidmore of Schlagel & Associates, agent for Michael Menghini, the owner of record, filed a request to rezone property located at approximately the southeast corner of Prairie Star Parkway and McCormack Drive, from NP-O, Planned Neighborhood Office District to RP-2, Planned Residential (Intermediate density) Zoning District; and

**WHEREAS**, on November 30, 2020, the Lenexa Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757; and

**WHEREAS**, on November 30, 2020 the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

**WHEREAS**, on December 15, 2020, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

**WHEREAS**, on December 15, 2020, the Governing Body passed this Ordinance with a three-fourths (3/4) majority vote of its members; and

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:**

**SECTION ONE:** The real estate described as:

A tract of land in the Northwest One-Quarter of Section 4, Township 13 South, Range 23 East and the Southwest One-Quarter of Section 33, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, altogether being more particularly described as follows:

Commencing at the Northeast corner of the Northwest One-Quarter of said Section 4 and the Southeast corner of the Southwest One-Quarter of said Section 33; thence South 87 degrees 50 minutes 27 seconds West along the North line of said Northwest One-Quarter of Section 4 and the South line of said Southeast corner of the Southwest One-Quarter of Section 33, a distance of 510.54 feet to a point on the South right of way line of Prairie Star Parkway as recorded in book 9638 at page 474 said point being the Point of Beginning; thence continuing South 87 degrees 50 minutes 27 seconds West



along the North line of said Northwest One-Quarter of Section 4 and the South line of said Southeast corner of the Southwest One-Quarter of Section 33, a distance of 94.46 feet; thence South 03 degrees 23 minutes 24 seconds East a distance of 484.37 feet to the Northeast corner of Tract "B", PATRICIAN VILLAGE, a subdivision in the City of Lenexa; thence North 77 degrees 04 minutes 07 seconds West along the North line of said PATRICIAN VILLAGE and the Westerly extension thereof, a distance of 592.29 feet to a point on the West line of said PATRICIAN VILLAGE and the East line of SAINT JAMES ACADEMY, a subdivision in the City of Lenexa, said point being a point of curvature; thence along the West line of said PATRICIAN VILLAGE and the East line of said SAINT JAMES ACADEMY the following two courses, on a curve to the right having an initial tangent bearing of North 12 degrees 55 minutes 53 seconds East, a radius of 1400.00 feet, a central angle of 16 degrees 54 minutes 21 seconds and an arc length of 413.09 feet; thence North 29 degrees 50 minutes 14 seconds East a distance of 8.48 feet to the Northwest corner of said PATRICIAN VILLAGE; thence continuing North 29 degrees 50 minutes 14 seconds East along the East line of said ST JAMES ACADEMY, a distance of 215.54 feet to the Northeast corner thereof, said corner being on the centerline of said Prairie Star Parkway as recorded in book 9638 at page 474 and a point of curvature; thence Southeasterly along said centerline on a curve to the left having an initial tangent bearing of South 60 degrees 09 minutes 19 seconds East, a radius of 1390.00 feet, a central angle of 16 degrees 45 minutes 37 seconds and an arc length of 406.60 feet; thence South 03 degrees 23 minutes 24 seconds East a distance of 74.92 feet to the Point of Beginning and containing 6.477 acres more or less.

now zoned NP-O, Planned Neighborhood Office District is hereby rezoned to RP-2, Planned Residential (Intermediate density) Zoning District as described above and as reflected in the minute record of the December 15, 2020 Governing Body meeting.

**SECTION TWO:** The Community Development Director is hereby directed to amend the series of maps entitled "Official Copy Zoning District Map of the City of Lenexa" as adopted by the City via City Code Section 4-1-A-6(A) in accordance with said rezoning.

**SECTION THREE:** This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.



C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

**SECTION FOUR:** This Ordinance shall take effect after publication of an ordinance summary in the City's official newspaper as provided by State law.

**PASSED** by the Governing Body December 15, 2020.

**SIGNED** by the Mayor December 15, 2020.

CITY OF LENEXA, KANSAS

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Michael A. Boehm, Mayor

ATTEST:

---

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

---

David Jack, Assistant City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 9**

---

**SUBJECT:** Consideration of multiple rezoning requests and development plans for Copper Creek Apartments and Townhomes and Watercrest South residential subdivision (**APPLICANT REQUESTS CONTINUANCE TO THE JANUARY 19, 2021 CITY COUNCIL MEETING**)

**CONTACT:** Scott McCullough, Community Development Director  
Magi Tilton, Planning & Development Administrator

**DATE:** December 15, 2020

---

**ACTION NEEDED:**

Approval to continue to the January 19, 2021 City Council meeting consideration of multiple rezoning requests and development plans for Copper Creek Apartments and Townhomes and Watercrest South residential subdivision.

**PROJECT BACKGROUND/DESCRIPTION:**

At the October 20, 2020 City Council meeting, development applications for Copper Creek Apartments and Townhomes and Watercrest South residential subdivision were continued to the December 15, 2020 City Council meeting to allow the applicant to consider modifications to the overall development proposal. Since that meeting, the applicant and staff have had multiple conversations to discuss the intensity of the multi-family development and construction phasing of Woodsonia Road. Conversations are on-going and in the interest of presenting a plan both City staff and the applicant find acceptable, the applicant is requesting to continue the development applications for another 30 days to the January 19, 2021 City Council meeting.

**STAFF RECOMMENDATION:**

Approval of the request for continuance.

**ATTACHMENTS**

None





**CITY COUNCIL  
MEMORANDUM**

**ITEM 10**

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**SUBJECT:** Resolution authorizing the Mayor to execute a Government Enforcement Services Agreement with Johnson County, Kansas related to the Johnson County Board of Health Order No. 002-20

**CONTACT:** Beccy Yocham, City Manager  
Sean McLaughlin, City Attorney

**DATE:** December 15, 2020

---

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute a Government Enforcement Services Agreement with Johnson County, Kansas related to the Johnson County Board of Health Order No. 002-20.

**PROJECT BACKGROUND/DESCRIPTION:**

The Johnson County Board of County Commissioners ("BOCC"), sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 ("Health Order") on November 13, 2020. The BOCC also adopted Resolution No. 108-20 establishing noncompliance with the Health Order as a violation of the Johnson County Code within unincorporated areas and within cities whose governing bodies have entered into an agreement with Johnson County for enforcement of the Health Order. Generally, this Order has provisions which:

- require 6 feet of physical distancing between individuals in public spaces
- limit mass gatherings up to 50 people or 50% of occupancy as determined by the applicable fire code (whichever is less)
- prohibit certain types of large-scale events
- contain provisions for:
  - restaurants and bars (midnight closing time, limiting groups to 8, and requiring physical distancing)
  - recreational and youth organized sports (limiting spectator attendance)
  - fitness centers/health clubs (requiring locker rooms be closed)

Pursuant to the Government Enforcement Services Agreement ("Agreement"), the City consents to the County's enforcement of the Health Order within the city limits of Lenexa and agrees to reasonably cooperate with the County in promoting awareness and education related to the Health Order and, when necessary, sharing information with the County related to enforcement of violations. The Order will be enforced by Johnson County Codes Enforcement staff with violations to be reported to the County's call center at 913-715-5000 or by email to [Covid19@jocogov.org](mailto:Covid19@jocogov.org).



The County Health Order does not mandate face coverings. However, face coverings are still mandated in Johnson County through the Governor's Executive Order 20-52, which is enforced by the Johnson County District Attorney's office.

The Agreement is limited to Public Health Order 002-20 and either party can terminate the Agreement at any time. Several area cities worked together with the County to draft the Agreement and it is substantially similar to the agreements that have already been approved or will be considered by other municipalities within Johnson County.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix
3. Johnson County Public Health Order 002-20 located in the Appendix
4. Johnson County Resolution 108-20 located in the Appendix



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GOVERNMENT ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF LENEXA ("CITY") AND JOHNSON COUNTY, KANSAS ("COUNTY") RELATED TO JOHNSON COUNTY BOARD OF PUBLIC HEALTH ORDER NO. 002-20.**

**WHEREAS**, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 ("Health Order") on November 13, 2020; and

**WHEREAS**, the Johnson County Board of County Commissioners adopted Resolution 108-20 on November 19, 2020, establishing noncompliance with the Health Order as a violation of the Johnson County Code within unincorporated areas and within cities whose governing bodies have entered into an agreement with County for enforcement of the Health Order; and

**WHEREAS**, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

**WHEREAS**, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS, AS FOLLOWS:**

**SECTION ONE:** The City of Lenexa, Kansas, a municipal corporation, hereby authorizes the Mayor to execute the Government Enforcement Services Agreement for Johnson County Local Health Officer Orders and County Board of Health Orders in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference.

**SECTION TWO:** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the City Council this 15<sup>th</sup> day of December, 2020.

**SIGNED** by the Mayor on this 15<sup>th</sup> day of December, 2020.

CITY OF LENEXA, KANSAS

[SEAL]

\_\_\_\_\_  
Michael A. Boehm, Mayor



ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 11**

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**SUBJECT:** Resolution establishing the 2021 State Legislative Platform

**CONTACT:** Mike Nolan, Assistant to the City Manager

**DATE:** December 15, 2020

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**ACTION NEEDED:**

Adopt a resolution establishing the 2021 State Legislative Platform.

**PROJECT BACKGROUND/DESCRIPTION:**

The Governing Body first considered a draft 2021 State Legislative Platform in mid-September. Pursuant to the suggestions and input from several Governing Body members, staff has reworked the document to be a more robust educational tool for lawmakers and the public and created a separate Key Priorities document that includes the previous “action agenda” items, which you will recall are the legislative issues expected to be considered in 2021. The Legislative Priorities document is attached for your review.

The full platform was reorganized to follow the Governing Body goals and includes our key legislative priorities, our standing positions, and information about City activities that correspond with policy positions. The new format is intended to be more informative, give the City’s policies positions more context and provide background information about the City. The Communications Department redesigned the document to assure consistency with the rest of the City’s branding and marketing standards. Final edits are being made to the full platform and the document will be sent to the Governing Body by email on Monday, December 14th for final review prior to the December 15th City Council meeting, where you will be asked to adopt both the full platform and the Key Priorities document by resolution.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

1. 2021 State Legislative Platform Key Priorities
2. Resolution





# — CITY OF LENEXA, KANSAS — 2021 STATE LEGISLATIVE PLATFORM: KEY PRIORITIES

**We support the Eisenhower Legacy Transportation Program (IKE) and urge the legislature to provide consistent investment in the state's transportation infrastructure over the term of the program based on the following principles:**

- Funding preventative maintenance through dedicated sources and restoring full statutory funding to the State Highway Fund.
- Prioritizing funding based on the best opportunities for economic growth and development and return on investment.
- Implementing new programs and Identifying and piloting emerging technologies which position Kansas for federal or private sector funding partnerships and opportunities.

**We support the enactment of statewide policies that preserve local control over law enforcement, ensure good policing practices, uphold the objectivity of criminal justice processes, ensure justice for victims, and promote racial equity as well as the allocation of commensurate state funding for any additional required education, training, transparency initiatives, or enhanced accountability systems.**

**We support the current structure of local and state economic development investment tools such as Industrial Revenue Bonds, Community Improvement Districts, Tax Increment Financing and STAR Bonds.**

**We support transparency and efficiency in taxation and believe that taxpayers should be fully informed of the changes in property taxes each year by every taxing subdivision with taxing authority over them. Specifically, we support:**

- Repealing the local government tax lid.
- Setting maximum property tax levies by Aug. 25, but permitting local governments to consider and adopt their annual budget on or before Nov. 30.
- Implementing annual property tax transparency notices which include every taxing subdivision.
- We oppose disparate treatment of individual taxing jurisdictions.
- State property tax policies that do not negatively impact the ability of local governments to issue debt or otherwise adversely affect their municipal bond ratings.

**We support allocating additional state resources to mental health services and programs and urge the Kansas Department of Aging and Disability Services (KDADS) as well as the Department of Health and Environment (KDHE) to adopt rules and regulations needed to establish regional Crisis Stabilization Centers (CSCs) envisioned by the 2017 Crisis Intervention Act.**

**We support anti-discrimination legislation that includes sexual orientation and gender identity as protected classes and urge the state to add these protections to the Kansas Act Against Discrimination.**





## CONTACT US

# MAYOR AND CITY COUNCIL

### MAYOR

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O • 913.477.7567  
mboehm@lenexa.com

### WARD 2

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### WARD 1

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### WARD 4

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H • 913.229.4775  
jsayers@lenexa.com  
Mandy Stuke  
H • 913.492.9519  
mstuke@lenexa.com

*All Governing Body Members can be reached by leaving a phone message at City Hall (913.477.7550)*

## ADMINISTRATION

### CITY MANAGER

Beccy Yocham  
913.477.7550  
byocham@lenexa.com

### PRIMARY LEGISLATIVE CONTACTS

John Federico  
785.232.2557  
johnfed@cox.net

Mike Nolan  
913.426.7410  
mnolan@lenexa.com

### DEPUTY CITY MANAGER

Todd Pelham  
913.477.7556  
tpelham@lenexa.com

### COMMUNICATIONS

Denise Rendina  
913.477.7527  
drendina@lenexa.com

### PARKS AND RECREATION

Logan Wagler  
913.477.7140  
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### CHIEF FINANCIAL OFFICER

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### POLICE

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### HUMAN RESOURCES

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### CITY ATTORNEY

Sean McLaughlin  
913.477.7624  
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### FIRE

Travis Vaughn  
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### COMMUNITY DEVELOPMENT

Scott McCullough  
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### MUNICIPAL SERVICES

Nick Arena  
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narena@lenexa.com



**RESOLUTION NO. 2020 -**

**A RESOLUTION ADOPTING THE 2021 STATE LEGISLATIVE PLATFORM.**

WHEREAS, the 2021 session of the Kansas Legislature will convene on January 11, 2021; and

WHEREAS, many legislative issues affecting local government will be considered; and

WHEREAS, the City of Lenexa has historically adopted a legislative platform for consideration by the Kansas Legislature; and

WHEREAS, the City Council discussed and desires to adopt the proposed 2021 State Legislative Platform attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS:

SECTION ONE: That the 2021 State Legislative Platform is hereby adopted in substantially the same form as described in Exhibit "A" attached hereto and incorporated herein by reference.

ADOPTED by the City Council this 15th day of December, 2020.

SIGNED by the Mayor this 15th day of December, 2020.

CITY OF LENEXA, KANSAS

[SEAL]

\_\_\_\_\_  
Michael A. Boehm, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney





**MINUTES OF THE  
DECEMBER 1, 2020  
LENEXA CITY COUNCIL MEETING  
COMMUNITY FORUM, 17101 W 87<sup>th</sup> STREET PARKWAY  
LENEXA, KS 66219**

**CALL TO ORDER**

Mayor Boehm called the meeting to order at 7 PM.

**ROLL CALL**

Councilmembers Eiterich, Nicks, Nolte, Roh, Hunt, Sayers, and Stuke were present with Mayor Boehm presiding. Councilmember Karlin was absent.

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy City Manager; Mike Nolan, Assistant to the City Manager; Scott McCullough, Community Development Director; Sean McLaughlin, City Attorney; Jennifer Martin, City Clerk; and other City Staff.

**APPROVE MINUTES**

*Councilmember Roh made a motion to approve the November 17, 2020 City Council meeting draft minutes and Councilmember Stuke seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

None

**PRESENTATIONS**

Julie Brewer, Executive Director of United Community Services of Johnson County, presented the recommendations for the Alcohol Tax Fund and the Human Service Fund for 2021 and reviewed the organization's activities during 2020.

**CONSENT AGENDA**

1. Approval of 27 Cereal Malt Beverage license renewals for 2021  
*Licenses to sell Cereal Malt Beverages (CMB) in the city must be renewed annually. This is the annual license renewal request for 27 locations licensed to sell CMB.*
2. Acceptance of the 2019 Bridge Maintenance Project for maintenance  
*The 2019 Bridge Maintenance Project included painting the railings on the Prairie Star Parkway bridges over Coon Creek and Mill Creek. This is part of the City's annual Bridge Maintenance Program to address issues identified in biannual inspections required by the state of Kansas. The project was designed by GBA Builders and*



constructed by Comanche Construction, Inc. for \$1,332,552.49.

3. Acceptance of the Old Town Area 1 Street Lighting Community Development Block Grant project for maintenance  
*This project consisted of the replacement of existing street lights in the Old Town area with energy efficient LED fixtures on new light poles. Most of the existing lights were on wood power poles that were being leased from Evergy. The new LED streetlights will be maintained by the City and will not only provide reduced operating and maintenance costs due their lower energy consumption and longer life spans, but offer a more uniform light, increasing visibility at night for drivers and pedestrians. The total project cost was \$586,008.80.*
4. Resolution approving an agreement with Baker Tilly for financial advisor services  
*The City currently uses Baker Tilly for financial advisor services (current agreement expires December 31, 2020). Staff reviews the pricing and scope of financial advisor services every five to seven years. Staff is requesting to extend the current agreement with Baker Tilly for two years with the ability to extend the agreement for an additional one-year term (total potential term of three years).*
5. Resolution approving and authorizing the Mayor to execute an agreement with Custom Lighting Services, LLC DBA Black & McDonald to provide maintenance services for streetlights  
*In order for the City to properly manage its streetlights, it is necessary to contract the maintenance and repair services. Staff recommends selecting Black & McDonald to perform these services for \$354,697.32.*
6. Resolution approving and authorizing an agreement with Lexipol, LLC for law enforcement policies, training information, and procedures to be used by the Police Department  
*Lexipol provides state-specific, legally sound, comprehensive law enforcement policies, along with thousands of hours of corresponding training videos and materials. The Police Department would like to implement this unified system of policy and training. After initial implementation costs of \$14,202, the annual cost to the City will be \$21,142.*
7. Resolution approving Amendment No. 8 to the Cerner Health Connections Medical Services Agreement to renew the agreement to operate the LiveWell Health Center for an additional 36 months  
*Staff proposes to amend the City's current agreement with Cerner Health Connections, Inc. to operate the LiveWell Health Center, renewing the agreement for an additional 36 months through December 31, 2024. The monthly fees would increase 4% in each year of the agreement.*
8. Resolution authorizing the Mayor to execute an engineering consultant agreement with HNTB Corporation for design services for the 95th Street & Loiret Boulevard Intersection Improvements Project  
*This project will install a new traffic signal with ADA ramps, pedestrian signals and ADA push buttons on all approaches at the intersection of 95th Street and Loiret Boulevard. Other work includes construction of a westbound right-turn lane on 95th*



*Street; a southbound right-turn lane on Loiret Boulevard; an extension of the existing northbound right-turn lane on Loiret Boulevard; and ladder-style crosswalks. Staff recommends HNTB Corporation to perform the design services for \$251,670.*

9. Resolution approving an Intergovernmental Services Agreement with the city of Bonner Springs, Kansas to cooperate in the planning and providing of senior travel opportunities  
*Agreement with Bonner Springs, KS to cooperate in the planning and providing of combined travel opportunities for seniors. The agreements outlines each city's respective rights and responsibilities regarding the provision of the combined travel opportunities.*
10. Resolution approving and authorizing the Mayor to execute an agreement for the abandonment of an existing sanitary sewer line and the dedication of permanent and temporary sanitary sewer easements with Consolidated Main Sewer District of Johnson County (Johnson County Wastewater) for development of the proposed Silverleaf subdivision  
*For placement of a new sanitary sewer to serve the proposed Silverleaf residential subdivision, an 8-inch sanitary sewer line on City property needs to be abandoned, and a permanent sanitary sewer easement and a temporary construction easement need to be dedicated to Consolidated Main Sewer District of Johnson County, Kansas (Johnson County Wastewater).*
11. Resolution establishing the fiscal year 2021 Schedule of Fees  
*Staff has reviewed the 2020 schedule of fees to determine if any adjustments are appropriate for fiscal year 2021. Staff is proposing a few changes for the Fire Department, Municipal Court, the Municipal Services Department, and the Parks and Recreation Department. Fee changes will be effective January 1, 2021.*
12. Resolution authorizing the assignment and assumption of and amendment of Resolution of Intent 2020-40 and the associated payment in lieu of taxes agreement (Lenexa Logistics Centre East - Building 2)  
*On April 21, 2020, the City approved a resolution of intent to issue industrial revenue bonds (IRBs) in the approximate amount of \$17.5 million for financing the construction of Building 2 in the Lenexa Logistics Centre East development and authorizing a tax abatement for the project. The project owner has created a new entity to own and develop the project and has requested the City consent to an assignment and assumption of Resolution 2020-40 and the associated payment in lieu of taxes (PILOT) agreement to Lenexa Logistics Logistics East 2, LLC. Additionally, the resolution and PILOT agreement will be amended because the project has increased in size to approximately 274,031 square feet and approximately \$18.5 million in IRBs.*
13. Resolution amending Resolution 2020-14 relating to the City's intent to issue industrial revenue bonds to help finance the cost of acquiring, constructing, and equipping a commercial facility near the intersection of Britton Street and 113th Street (Building 6 Lenexa Logistics Centre South) granting 12 additional months to obtain a building permit or issue industrial revenue bonds  
*The City adopted Resolution 2019-11 determining the intent of the City to issue its industrial revenue bonds (IRBs) in the approximate amount of \$14 million to help*



*finance the cost of acquiring, constructing, and equipping a commercial facility west of Britton Street and 113th Street in Lenexa Logistics Centre South and approving a payment in lieu of taxes agreement. The City adopted Resolution 2020-14 granting an additional 12 months to commence construction on the project or allow for the issuance of the IRBs. The developer is finalizing a tenant for the project and is requesting an extension to February 5, 2022.*

14. Ordinance authorizing the Mayor to execute a Small Cell Facility Deployment and Master Right-of-Way License Agreement with AT&T  
*AT&T is proposing to install distributed antenna system (DAS) network antennas on City-owned streetlights. Each installation will be governed by the terms of the Master Right-of-Way License Agreement. AT&T will pay an annual fee of \$25 per site in the right-of-way and an annual \$270 per attachment fee.*
15. Ordinance authorizing the issuance of industrial revenue bonds in the aggregate principal amount not-to-exceed \$1.7 million (City Center Tract E)  
*The City Council previously passed a resolution stating the City's intent to issue approximately \$2.7 million in industrial revenue bonds to help finance the acquisition, construction, and equipping of an approximately 20,000 square foot mixed-use facility and associated infrastructure located in the southwest corner of Renner Boulevard and Scarborough Street.*

#### **END OF CONSENT AGENDA**

*Councilmember Nolte made a motion to approve items 1-15 on the consent agenda and Councilmember Roh seconded the motion. Motion passed unanimously.*

#### **NEW BUSINESS**

16. Resolution of intent to issue up to \$14 million in industrial revenue bonds for The Ridge Senior Living project  
*This resolution reflects the City's intent to issue approximately \$14 million in industrial revenue bonds for the acquisition, construction, and equipping the proposed independent senior living project to be located on approximately 11 acres in the northeast corner of the intersection of Prairie Star Parkway and Ridgeview Road.*

Sean McLaughlin, City Attorney, said that The Ridge Senior Living project is located at the northeast corner of Prairie Star Parkway and Ridgeview Road and the requested \$14 million in IRBs would be used to acquire, construct, and equip the approximately \$50 million, 247,000 square foot proposed project.

Mr. McLaughlin said that there would be no associated abatements or a TIF project plan for this project. He said the developer would use the bonds to obtain a sales tax exemption for construction materials, which will be primarily used for utility relocation and extensive rock excavation due to the difficult site topography.

Mr. McLaughlin said that staff recommends approval.



The applicant was present.

*Councilmember Nicks made a motion to approve item 16 and Councilmember Hunt seconded the motion. Motion passed unanimously.*

## **BUSINESS FROM FLOOR**

None

## **COUNCILMEMBER REPORTS**

Mayor Boehm reminded everyone that Sar-Ko-Aglow is Friday at 6 PM and that although there would be no event at Sar Ko Par Trails Park, but people can be in the park when the lights go on.

## **STAFF REPORTS**

### **17. Presentation of proposal for bi-weekly residential recycling pick-up**

Nick Arena, Municipal Services Director, introduced John Blessing with Waste Management. Mr. Arena said that Waste Management has contacted the City to discuss the possibility of offering recycling pick up every other week.

Mr. Blessing presented a proposal from Waste Management requesting the City consider making a code change to allow pickup of residential recycling every other week, instead of weekly as current code requires. He said that his company wants recycling to continue, but the processing costs for recycling have increased, while the demand for material has decreased. He said that picking up recycling every other week would allow Waste Management to control labor and transportation costs more effectively as well as reduce large truck traffic on city streets.

Angel Whitaker, Community Standards Supervisor, presented the current residential recycling ordinance and staff's opinions of the pros and cons for allowing residential recycling to be offered on a bi-weekly basis.

Mayor Boehm said that this is only the beginning of more in-depth discussions that would need to take place in the future.

Beccy Yocham, City Manager, announced that Logan Wagler has been selected as the Parks and Recreation Department Director and his first official day was yesterday.

## **EXECUTIVE SESSION**

### **18. Executive session to discuss legal issues associated with a homeless shelter land use pursuant to the exception for privileged attorney-client consultation (K.S.A. 75-4319(b)(2))**

Mayor Boehm stated, "I will entertain a motion for the City Council to recess into



executive session in the Prairie Star Conference Room to discuss legal issues associated with a homeless shelter land use. The justification for such executive session is for consultation with an attorney for the City, which would be deemed privileged in an attorney-client relationship. Present in the executive session will be the Governing Body and the following staff members: City Manager Beccy Yocham, Community Development Director Scott McCullough, City Attorney Sean McLaughlin, and Assistant City Attorney David Jack. The executive session will last 1 hour and the open meeting will resume at 8:55 PM in the Prairie Star Conference Room.”

*Councilmember Roh made a motion to recess into executive session and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

At 8:15 PM, Mayor Boehm opened the Prairie Star Conference Room door and stated, “It is 8:55 PM and the Governing Body reconvened into the public meeting and no votes were taken or decisions made during the executive session, but I will entertain a motion to recess back into executive session to continue the discussion as provided in the original motion for an additional 15 minutes with the open meeting to resume in the Prairie Star Conference Room at 9:10 PM.”

*Councilmember Sayers made a motion to recess back into executive session and Councilmember Roh seconded the motion. Motion passed unanimously.*

At 9:10 PM, Mayor Boehm opened the Prairie Star Conference Room door and stated, “It is 9:10 PM and the Governing Body reconvened into the public meeting and no votes were taken or decisions made during the executive session.”

## **ADJOURN**

*Councilmember Nolte made a motion to adjourn the meeting and Councilmember Hunt seconded the motion. Motion passed unanimously.*

The meeting adjourned at 9:10 PM.



**AGREEMENT BETWEEN UNITED COMMUNITY SERVICES OF JOHNSON  
COUNTY AND THE CITY REGARDING 2021 ALCOHOL TAX FUNDS**

This Agreement is made this 15th day of December, 2020, by and between United Community Services of Johnson County, a Kansas not-for-profit corporation ("UCS") and the City of Lenexa, a Kansas municipal corporation ("City").

WHEREAS, UCS performs research, leads community initiatives, guides the allocation of resources and promotes public policy to strengthen the Johnson County community and serves as the United Way's planning partner in Johnson County, Kansas; and

WHEREAS, the City receives certain moneys from the State Alcoholic Liquor Fund pursuant to K.S.A. 79-41a04, as amended, for which a portion of such funds must be deposited in a special alcohol and drug programs fund in the City Treasury (the "AT Funds") and such AT Funds may be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education; alcohol and drug detoxification; intervention in alcohol and drug abuse; or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers; and

WHEREAS, UCS has established the Drug and Alcoholism Council of Johnson County ("DAC"), as a program to evaluate and recommend programs serving Johnson County residents which meet the needs identified in state law for the expenditure of AT Funds; and

WHEREAS, coordinating the expenditure of the City's AT Funds with AT Funds of other Johnson County communities is in the best interest of Lenexa residents and the entire Johnson County area; and

WHEREAS, in consideration of payment of an administration fee, UCS has offered the services of the DAC to provide this coordination and administrative oversight for the expenditure of City AT Funds in accordance with state law, in addition to the coordination and expenditure of other such funds, if any, as the City may request.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the City and UCS understand and agree as follows:

1. **UCS Payment.** For the term of this Agreement, the City shall pay UCS Six Thousand Eight Hundred Three and No/100 Dollars (\$6,803.00) for coordination, administration and oversight associated with the recommendation of appropriate agencies to receive AT Funds.



2. Funded Agencies Payment. The City has estimated total available 2021 AT Fund revenues at One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00). Further, the City estimates 2021 AT Fund allocations in the amounts indicated in Exhibit A, attached hereto and incorporated herein by reference for the identified agencies ("Funded Agency"). Such payments shall be made by the City directly to the Funded Agency as funds become available. The first quarterly payment will be made upon written notification from DAC to the City that the Funded Agency has executed a written agreement with UCS ("Contract"). Subsequent payments will be made on a quarterly basis after the City receives its AT Funds from the State. In the event revenues from the Alcoholic Tax Fund are insufficient to meet the estimated allocations, then the total obligation and amount payable from the City to the Funded Agencies shall be reduced to an amount the City deems appropriate. If this should occur, the City shall not be responsible to UCS, DAC nor any of the Funded Agencies for any amounts in excess of the reduced amount, regardless of the amount allocated. Further, in the event the allocations must be adjusted, the City retains the sole discretion to adjust the allocations in the manner it deems appropriate and in the City's best interest. In addition, as a condition of receiving payment, the Funded Agencies must be in compliance with their UCS Contracts and if UCS becomes aware or has reason to believe that a Funded Agency is not in compliance with its Contract, UCS shall notify the City in writing of such concerns and the City may withhold any future payment until a determination of compliance is made and the Funded Agency is confirmed to be in compliance. If a Funded Agency is not able to obtain Contract compliance prior to a quarterly payment, the City shall not make any further payments to the non-compliant Funded Agency and the City may, but shall have no obligation, once the Funded Agency obtains Contract compliance, remit previously withheld payments to the Funded Agency.
3. Services. UCS shall designate DAC as the entity responsible for carrying out the following functions and responsibilities:
  - a. DAC shall provide the City with copies of all agendas of 2021 DAC meetings; copies of all minutes of 2021 DAC meetings; and copies of all reports generated by DAC in 2021.
  - b. DAC shall execute Contracts with each Funded Agency receiving AT Funds from the City. Such Contracts shall, at a minimum, include provisions regarding: compliance with K.S.A. 79-41a04, as amended; submission of semi-annual reports; an indemnification and hold harmless clause, indemnifying both the City and DAC/UCS for misuse of funds or claims arising out of the distribution of the funds; and an acknowledgment that the amount of allocated AT Funds may be reduced at any time, without recourse, based upon availability of funds as described in Section 2 herein.



- c. DAC shall monitor the outcomes of each Funded Agency which formed the basis for their recommendation for funding.
  - d. DAC shall provide the City with semi-annual statements verifying that each Funded Agency is meeting the outcomes for which they were selected. The semi-annual statements shall be provided to the City on or before August 3, 2021 and February 1, 2022, unless otherwise agreed by the parties.
  - e. UCS shall maintain all semi-annual reports submitted by the Funded Agencies, as well as any reports generated by DAC regarding the matters set forth in this Agreement, for a period of three (3) years from the date of this Agreement.
- 4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Kansas.
  - 5. Relationship of Parties. UCS and DAC, their officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City.
  - 6. Inspection. The City or its duly authorized agents may, upon reasonable request, inspect all books and records of UCS for compliance with this Agreement. The City reserves the right for the City, or its designee to inspect or otherwise audit the records of UCS and DAC related to this Agreement for a period of three years from and after the date of this Agreement. This provision shall survive termination of this Agreement.
  - 7. Term of Agreement. This Agreement shall be in effect from January 1, 2021 through March 1, 2022.
  - 8. Designation of Project Representative. The City designates Assistant to the City Manager, Mike Nolan, as the person responsible to receive all documentation required under this Agreement, including the semi-annual statements. The Assistant to the City Manager shall also have authority to transmit instructions and define policies and decisions of the City. UCS designates UCS Director of Resource Allocation Christina Ashie Guidry, as the person responsible to receive all communications and notices required under this Agreement and the person with authority to transmit instructions, policies and decisions of UCS.
  - 9. Termination. This Agreement may be terminated by either party, at any time, without cause, by giving thirty (30) days prior written notice to the other party of its intention to terminate the Agreement.
  - 10. Indemnification. Each party shall indemnify and hold harmless the other for claims and damages arising out of their own negligence, or that of their



employees, officers, agents or assigns, in the performance of its duties as set forth under this Agreement.

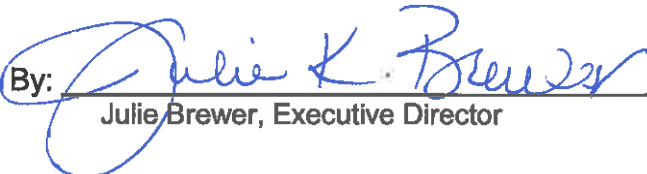
11. **Insurance.** UCS shall maintain throughout the duration of this Agreement general and professional liability insurance in the minimum amount of \$500,000 per occurrence.
12. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed provided if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:  
  
City of Lenexa, Kansas  
Attn: Mike Nolan, Assistant to the City Manager  
17101 W. 87<sup>th</sup> St. Pkwy.  
Lenexa, KS 66219  
Voice: (913) 477-7707  
Fax (913) 477-7639  
[mnolan@lenexa.com](mailto:mnolan@lenexa.com)  
  
UCS (or DAC)  
Attn: Christina Ashie Guidry, UCS Director of Resource Allocation  
9001 W. 110<sup>th</sup> St., Suite 100  
Overland Park, KS 66210  
Voice: (913) 689-2326  
Fax (913) 492-0197  
[christinag@ucsjoco.org](mailto:christinag@ucsjoco.org)
13. **Modification.** This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject of the calendar year 2021 Alcohol Tax Fund (AT Fund) allocations of the City as recommended by the Drug and Alcoholism Council of Johnson County (DAC). This agreement does not negate, terminate or replace the agreement between the City and United Community Services of Johnson County dated December 3, 2019 (the "2020 Agreement"), which agreement remains in force and effect until the end of the term stated in the 2020 Agreement or until otherwise terminated as provided in the 2020 Agreement.
15. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format



(PDF) or similar format are also permitted as binding signatures to this Agreement.

In Witness Whereof, the parties have signed their names on the day and year first above written.

**UNITED COMMUNITY SERVICES  
OF JOHNSON COUNTY ("UCS")**

By: \_\_\_\_\_  
Julie Brewer, Executive Director

**CITY OF LENEXA, KANSAS**

By: \_\_\_\_\_  
Michael A. Boehm, Mayor

Approved As To Form:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney



## EXHIBIT A

These agencies are selected to receive AT Funds from the City of Lenexa in the following estimated allocations, as recommended by the Drug & Alcoholism Council, October 30, 2020.

### 2021 AT FUNDS DISTRIBUTION – City of Lenexa

AGENCIES	TOTAL
Lorraine's House	\$1,316
Preferred Family Healthcare	\$7,113
Friends of Recovery	\$3,752
The Family Conservancy	\$2,501
Heartland Regional Alcohol & Drug Assessment Center	\$9,990
Cornerstone of Care	\$4,690
Johnson County Mental Health Center Adolescent Center for Treatment	\$15,832
Johnson County Mental Health Center Adult Detoxification Unit	\$18,131
Johnson County Mental Health Center Adult Dual Diagnosis	\$14,563
Johnson County Mental Health Center Prevention Services	\$10,772
Johnson County Court Services	\$9,615
First Call	\$4,253
SAFEHOME	\$1,531
Johnson County Department of Corrections – Voucher Assistance	\$187
Kids TLC	\$2,984
KVC	\$2,189
Mirror, Inc.	\$11,007
Artists Helping the Homeless	\$1,876
SCHOOLS	
De Soto School District	\$5,895
ADMINISTRATION/FEEES	
UCS/DAC Administration	\$6,803
<b>TOTALS</b>	<b>\$135,000</b>

\*Note: if AT Funds received by the City are insufficient to meet these estimated allocations, the amount of Funds distributed shall be adjusted by the City, at the sole discretion of the City, without recourse by the Funded Agency per Section 2 of the Agreement. Language to this effect will be included in any Contract between the Funded Agency and UCS/DAC.





# United Community Services of Johnson County

## Board Members

Kate Allen, President  
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## 2021 ALCOHOL TAX FUND RECOMMENDATIONS REPORT

### DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

*Participating jurisdictions: Johnson County, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee*

The purpose of the grant review process conducted by the Drug and Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to reducing drug and alcohol use and addiction; this continuum of services lowers healthcare costs; reduces crime and child abuse and neglect – lowering associated public costs; and, increases productivity in employment.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs “whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers” (KSA 79-41a04).

The DAC’s grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The recommendations are guided by funding priorities which are reviewed and approved by the DAC annually. Every three to five years the priorities are developed through a formal planning and research process that includes input from key stakeholders, a review of current literature, and analysis of indicator data in Johnson County. In 2018, UCS conducted this formal planning process and the DAC established funding priorities for the 2019, 2020, and 2021 grant cycles. The Funding Priorities Report is available on UCS’ website. It includes a description of the methodology and a summary of the information collected and reviewed.

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 22, 2020. Together, Johnson County Government and nine cities committed \$2,024,220 for 2021 ATF (see page 19). Note this ~6% reduction from 2020, due to reduced tax collections during the pandemic, has led to lower funding recommendations for all returning grantees.** UCS has elected to reduce its administrative fee for 2021 (see page 2). Twenty-five applications plus UCS administration fee total \$2,261,401 in funding requests. After reviewing applications, interviewing agencies, and deliberating, the DAC developed the following funding recommendations, which are organized in two sections: Education, Prevention, and Intervention; and, Treatment and Recovery.

For additional information, contact Christina Ashie Guidry, UCS Director of Resource Allocation, [christinag@ucsjoco.org](mailto:christinag@ucsjoco.org), 913.438.4764.



2021 Alcohol Tax Fund Requests and Recommendations				
Applicant	2019 Allocation	2020 Allocation	2021 Request	2021 Recommendation
EDUCATION, PREVENTION and INTERVENTION				
Blue Valley USD 229	\$49,100	\$32,146	\$25,456*	17,951*
De Soto USD 232	\$32,229	\$16,079	\$20,979*	15,158*
Olathe USD 233	\$58,358	\$9,440	\$0*	\$0*
Shawnee Mission USD 512	\$27,000	\$0	\$0*	\$0*
Spring Hill USD 230	\$18,060	\$16,060	\$16,060	\$14,141
Artists Helping Homeless	\$25,000	\$35,000	\$35,000	\$28,281
Boys and Girls Club	\$15,000	\$15,000	\$15,000	\$14,141
Cornerstones of Care	\$60,000	\$75,000	\$75,000	\$70,703
First Call	\$65,000	\$68,000	\$68,000	\$64,105
Heartland RADAC	\$159,734	\$159,734	\$159,734	\$150,583
JoCo Court Services	\$141,377	\$160,000	\$182,000	\$150,834
JoCo Dept. of Corrections	\$12,300	\$15,725	\$3,550*	\$3,347*
JoCo Dept. of Corrections (Changing Lives Through Literature)	\$7,250	\$7,250	\$0*	\$0*
JoCo MHC Prevention	\$120,000	\$170,000	\$187,000	\$168,274
Safehome	\$24,301	\$24,424	\$24,473*	\$23,071*
The Family Conservancy	\$40,000	\$40,000	\$40,000	\$37,709
<b>Subtotal</b>	<b>\$854,709</b>	<b>\$843,858</b>	<b>\$852,252</b>	<b>\$758,298</b>
TREATMENT and RECOVERY				
Friends of Recovery	\$58,000	\$60,000	\$75,000	\$56,563
JoCo MHC Adolescent Center for Tx.	\$253,510	\$321,373	\$253,510	\$238,648
JoCo MHC Adult DeTox Unit	\$289,922	\$289,922	\$289,922	\$273,314
JoCo MHC Dual Diagnosis Outpatient	\$165,000	\$165,000	\$232,863	\$219,523
KidsTLC	\$46,571	\$46,571	\$47,714	\$44,981
KVC Behavioral HealthCare	\$35,000	\$35,000	\$70,000	\$32,995
Lorraine's House	\$25,000	\$25,000	\$25,000	\$18,854
Mirror Inc.	\$176,000	\$176,000	\$191,000	\$165,918
Preferred Family Healthcare	\$120,000	\$120,000	\$120,000	\$113,126
<b>Subtotal</b>	<b>\$1,169,003</b>	<b>\$1,238,866</b>	<b>\$1,305,009</b>	<b>\$1,163,922</b>
<b>Total</b>	<b>\$2,023,712</b>	<b>\$2,082,724</b>	<b>\$2,157,261</b>	<b>\$1,922,200</b>
UCS Administration Fee	\$99,000	\$104,500	\$104,500	\$102,000
Total allocation/request & UCS Adm.	\$2,122,712	\$2,187,224	\$2,261,761	\$2,024,220

\*agency has 2020 ATF funds to carryover to 2021 due to effects of the global coronavirus pandemic



## 2021 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

### Education, Prevention and Intervention

*Alcohol Tax Funds (ATF) support programs offered by public school districts and programs delivered by community-based organizations, the 10<sup>th</sup> Judicial District Court, and departments of Johnson County government. School-based programs are focused on preventing and reducing substance abuse and addressing risk factors associated with substance abuse, such as disruptive behavior, suicide, and truancy. Community-based programs help lower rates of substance abuse, which result in lower mental and physical healthcare costs and reduced costs for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and consider program type, outcome data, and accountability. Previously each district requested and received ATF support for AlcoholEdu. As a result of the Mental Health Center's recent agreement with EverFi, the company which owns AlcoholEdu, the cost of AlcoholEdu is reduced and it is now available to schools county-wide (public and private) and all districts have access to EverFi's online Mental Health Basics. In 2021, each school district will continue to report outcomes for AlcoholEdu, including knowledge gained and number of students served.*

### School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. Consequently, ATF recommended programs and fund allocation differ for each district. *In 2021, most district funding requests are reduced due to carryover from mandated closures due to the global pandemic in 2020.*

#### **Blue Valley School District**

**Request: \$25,456\***

**Recommendation: \$17,951\***

The DAC recommends Blue Valley School District be awarded \$17,951, which combined with \$12,000 in carryover, will result in an ATF budget of **\$29,951.\*** ATF supports the continuation of sobriety support groups led by therapists from outside the district; building drug and alcohol coordinators and district coordinators; and vouchers for substance abuse evaluations for students suspended for a drug or alcohol-related offense. The coordinators provide leadership and ensure fidelity on district initiatives such as AlcoholEdu, Project Alert, Reconnecting Youth, CAST, and sobriety support groups; they also evaluate the district's Kansas Communities That Care (CTC) survey results.

**Results Projected:** The overall goals are to increase knowledge of substance abuse and available resources for education, prevention, and treatment of substance abuse; and, to reduce favorable attitudes towards substance use, and increase students' resistance to social pressures related to substance/alcohol use. The district's CTC survey results will be used to focus efforts. Community events will be held to increase awareness of the impact of substances on the brain and strategies for drug and alcohol prevention. There will be an increase in the number of student/families that use evaluation/treatment vouchers following a drug and/or alcohol infraction and there will be more consistent participation in sobriety groups. During the 2020-21 school year, the district anticipates serving approximately 12,685 individuals through ATF supported programs.

**Outcomes Achieved During 2019:** In School Year 2019 (SY 2019), 13,429 Johnson County residents were served through the Blue Valley School District. The 1,631 students who participated in



AlcoholEdu demonstrated an average increase in knowledge of 20% in pre and post-assessment. Students in the Sobriety Support groups maintained abstinence or made significant efforts to reduce use. Results from the CTC Survey indicated an increase in vaping (e-cigarettes) and some risk factors however norms favorable to drug use decreased. 12 students received drug and alcohol evaluations through ATF support. Over 250 people attended SY 2019 Vaping in the Valley Part I and over 100 families attended Vaping Part II; 100% agreed information presented was relevant and increased their understanding of prevalence and harmful effects of vaping. Over 90% agreed information could be put into practical use with their child.

### **De Soto School District**

**Request: \$20,079\***

**Recommendation: \$15,158\***

The DAC recommends the De Soto School District be awarded \$15,158, which represents the same level of funding as 2020 less the ~6% reduction. Combined with district's carryover of \$900 ATF carry-over, this will result in an ATF budget of **\$16,058.\*** The ATF funds will support implementation of *Too Good for Drugs* (elementary school students), and two high school prevention clubs. Additionally, ATF funding will support the district's coordinator for substance abuse programming, district social workers (.25 FTE divided between two social workers; 30-35% of their work is around substance abuse), staff development training related to substance abuse prevention and education, and student substance abuse evaluations.

**Results Projected:** Parents/family members will learn more about prevention and resources, both of which will help build protective factors within the family, and when applicable address substance use. Students who participate in *Too Good for Drugs* will demonstrate increased knowledge about their ability to make good choices. Students who use social work services will demonstrate an improved ability to resist using substances to cope and instead use other coping strategies/skills, thus deterring use of substances. During the 2020-21 school year, the district anticipates serving approximately 11,453 adults and 7,634 students through ATF supported programs.

**Outcomes Achieved During 2019:** During SY 2019, 10,946 adults and 7,296 youth were served. The district achieved its goals of exposing all students to prevention messages and providing parents an opportunity to learn more about prevention and resources. The 563 students who participated in AlcoholEdu demonstrated an average increase in knowledge of 26%, with the greatest gain in "future ready" which helps students recognize dangerous situations and resist social pressure.

### **Olathe School District**

**Request: \$0\***

**Recommendation: \$0\***

The Olathe School District is not requesting new funds for ATF programming in 2021; the DAC recommends the district utilize its **\$12,497\*** in carryover for student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students who are identified by school), ASIST, and safeTalk, as detailed in its application. ASIST and safeTALK are suicide prevention programs which the district will provide to high school coaches and sponsors. The district utilizes First Call for education and prevention presentations, the cost of which is reflected in First Call's ATF grant request.

**Results Projected:** The district's goal is to reduce the percentage of students who have a perceived risk of drug use. The district also strives to decrease the number of students who report binge



drinking and cigarette use (30-day prevalence), and increase the age of first use of alcohol, tobacco and other substances. Parents who participate in *Guiding Good Choices* will report they are prepared to implement family meetings to review boundaries about alcohol and drug use and refusal skills. The district plans to train coaches and sponsors in safeTALK and ASIST to reduce/prevent suicide, which is closely correlated with substance abuse. During the 2020-21 school year the district anticipates serving 2,398 students through ATF supported programs.

**Outcomes Achieved During 2019:** In SY 2019, 1,930 Johnson County residents were served. 1,740 students who participated in AlcoholEdu demonstrated an average knowledge increase of 33% based on pre and post-assessment. 39 alcohol/drug assessments were provided to students leading to counseling sessions and other interventions. During the first semester of SY 2020, the district provided fewer assessments for vaping and attributes reduced need to several interventions including an evening session for parents, anti-vaping clubs, student vaping summit, and increasing negative consequences for vape use. The district's 2019 CTC Survey showed progress in decreasing students' binge drinking and use of e-cigarettes (vaping).

### **Shawnee Mission School District**

**Request: \$0\***

**Recommendation: \$0\***

The Shawnee Mission School District is not requesting new funds for ATF programming in 2021; the district will utilize its carry over of **\$10,500\*** from savings in cost reduction of AlcoholEdu in 2019 to implement a new evidence-based program *Signs of Suicide* in eleven secondary schools and continue implementation of AlcoholEdu at the high school level. *Signs of Suicide* is an evidence-based program that fulfills KSA Sec. 79-41a04 as alcohol and drug use are recognized as contributing factors to some suicide attempts and completions. According to a 2018 report by the Kansas Health Institute, suicide is the second leading cause of death among 15- to 24-year-olds and alcohol and/or drug use are often complicating or contributing factors to suicide attempts and completions.

**Results Projected:** Students will increase knowledge about alcohol and be prepared to avoid riding in a vehicle with someone who has been drinking; stop a friend from driving drunk; resist social pressure to drink alcohol; and establish a plan to make responsible decision about drinking. *Signs of Suicide* training and programming will be implemented in all middle and high schools, reducing occurrence of suicide attempts and completions, reducing the stigma of seeking treatment, and increasing self-help seeking or seeking treatment for others. The district anticipates serving 1,395 Johnson County residents through AlcoholEdu and 12,000 students through *Signs of Suicide*.

**Outcomes Achieved During 2019:** The district served 1,787 students through AlcoholEdu in School Year 2019. Students participating in AlcoholEdu showed an average increase of 26% of knowledge gained based on pre and post-tests; the greatest gain was in the "future ready" category, which indicates that students recognize dangerous situations and resisting social pressure. The number of discipline incidents involving alcohol decreased by nearly half in SY 2019 from SY 2018 (from 36 to 18 incidents), but the number of incidents involving tobacco and vaping increased (from 163 in SY 2018 to 367 in SY 2019).



### **Spring Hill School District**

**Request: \$16,060**

**Recommendation: \$14,141**

The DAC recommends the Spring Hill School District be awarded \$14,141 to support two evidence-based programs: *Project Alert* (7<sup>th</sup> grade) and *Peer Assistance and Leadership* (PAL – high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and partial funding for the district's Mental Health Clinical Social Worker who provides support to students in grades 6-12. In the 2020-21 school year, the district will participate in the CTC survey.

**Results Projected:** Upon return from the PAL retreat, students will be better equipped to talk with their peers about teen issues; monthly surveys will track the impact of PAL. SADD sponsors will collect student data on the impact of SADD programs. Pre and post-surveys will be used to determine impact of Project Alert. Project Alert is designed to help motivate youth to avoid using drugs and to teach them skills needed to understand and resist pro-drug social influences. The Mental Health Social Worker will provide data to the Director of Special Services regarding each of the student participants and how meeting with the Social Worker impacted them. The Social Worker will continue to have a positive impact on students' lives. During the 2020-21 school year the district anticipates serving 2,700 individuals through ATF supported programs.

**Outcomes Achieved During 2019:** During SY 2019, 183 adults and 2,486 youth were served. In SY 2019, assessments of students taking AlcoholEdu indicated an average student knowledge increase of 31%. PALS students received training about how to handle tough situations, including peer pressure to use drugs and alcohol. PALS worked with over 525 students and reported alcohol and drug use are a high concern. During SY 2019, the Social Worker met with 30 students who were dealing with substance abuse issues (themselves, family members or both). When appropriate, students were referred to outside therapy to further reduce their risk of future substance abuse, or to counseling or treatment for substance abuse or dual diagnosis.

*Note: Gardner Edgerton School District has not applied for ATF funding since 2015, but has access to AlcoholEdu through Johnson County Mental Health Prevention Services.*

### **Community-Based Programs**

#### **Artists Helping the Homeless**

**Request: \$35,000**

**Recommendation: \$28,281**

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$28,281 for implementation of *Be The Change*, the organization's primary program which helps individuals experiencing homelessness to access services and address underlying conditions. ATF supports services for individuals who are dealing with substance abuse issues and identify as Johnson County residents or are experiencing homelessness in the county (referred by Johnson County sources). Funds pay for staff who assess an individual's needs and advocate, transport, and provide follow-up as client progresses from agency to agency. ATF support also funds services, direct assistance, and housing to facilitate recovery/reintegration. Sober living housing is available through AHH's Bodhi House and Finnegan Place. Referrals to AHH come from hospitals, homeless and recovery agencies, law enforcement including New Century Detention, JoCo Mental Health including Detox, state mental



health and aging services, and qualifying individuals. The program utilizes “Housing First,” Recovery Oriented Systems of Care (ROSC), and Strengths-Based Approach.

**Results Projected:** AHH will assess, place in services and assist 160 Johnson County individuals who have issues with substance abuse, and who would otherwise be discharged from services, leading to homelessness and likely relapse. AHH will provide extensive care coordination services to 25 individuals, with 80% remaining sober and 90% obtaining full-time employment and/or school; these clients are typically alienated young adults who would likely fall back into the treatment-relapse-homeless cycle. AHH participants will successfully reintegrate into society and remain clean/sober as demonstrated by no new interactions with law enforcement and emergency room visits only for medical emergencies. Overall service numbers for 2021 are projected to be lower than 2020 due to reduced referrals during the global pandemic.

**Outcomes Achieved During 2019:** AHH provided housing and other intervention and recovery services to 195 Johnson County individuals who were dealing with substance abuse and experiencing homelessness. Fewer individuals were served in 2019 than AHH had anticipated, however units of service per individual increased. AHH attributes this to clients who face more complex challenges, leading AHH to provide a wider array of services over a longer period. Clients reported substantial reduction in use of substances, interaction with law enforcement (none for residents) and hospital admissions. 81% of residents reported continuing sobriety in residence, borne out by a 97% clean urinalysis rate for residents in random screenings. At year end, 70% of residents were employed and 88% in better health, reducing emergency room utilization dramatically. AHH exceeded its goal of an 85% retention/successful discharge rate for clients who participated in the reintegration program.

### **Boys and Girls Club**

**Request: \$15,000**

**Recommendation: \$14,141**

The DAC recommends the Boys and Girls Club be awarded \$14,141 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. Olathe School District provides transportation to the Club from Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

**Results Projected:** The overall objective is to prevent or delay the onset of alcohol and drug use. Program participants will demonstrate an increase in knowledge of the dangers of alcohol and drug use, and the use of tools and strategies to resist peer pressure and media influence. Youth will self-report abstinence from alcohol and drug use. The organization anticipates serving 370 Olathe youth during 2021.

**Outcomes Achieved During 2019:** During 2019, 348 youth were served. As indicated by pre and post-tests, 95% of program participants demonstrated an increase in knowledge of the dangers of alcohol and drug use. 95% also increased their knowledge of the use of tools and strategies to resist peer pressure and media influence, and also demonstrated an increase in knowledge about how to resolve conflict non-violently.

### **Cornerstones of Care**



**Request: \$75,000****Recommendation: \$70,703**

The DAC recommends Cornerstones of Care be awarded \$70,703 for the implementation of Functional Family Therapy (FFT), an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. ATF supports FFT for Johnson County youth who have an identified problem with substance abuse (identified by family or referral source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections).

**Results Projected:** Following the completion of *Functional Family Therapy*, families will report improved family relationships (reduced levels of conflict and improved communication), and youth will demonstrate a decrease in delinquent behavior (not be adjudicated on a violation of the law or charges related to drugs and/or alcohol). During 2021 Cornerstones anticipates serving 95 Johnson County residents whose problems are related to substance abuse.

**Outcomes Achieved During 2019:** During 2019, 97 individuals were served. Following each family's completion of *Functional Family Therapy*, all the youth and their parents who completing the Client Outcome Measure reported improved family relationships (reduced levels of conflict and improved communication). 89.5% of youth who completed *Functional Family Therapy* during 2019 had no subsequent charges related to drugs and/or alcohol from the Johnson County Office of District Attorney.

**First Call Alcohol/Drug Prevention & Recovery****Request: \$68,000****Recommendation: \$64,105**

The DAC recommends First Call be awarded \$64,105 to deliver Family Prevention Services in over a dozen Johnson County sites, and to Johnson County residents at First Call. Services include the *How to Cope* program; *Caring for Kids* program for Rushton Elementary and Hocker Grove Middle School; sobriety groups with Olathe South High School and Blue Valley Schools; *Life Skills Training* with Olathe High Schools, Olathe Schools Project Hope, and three Shawnee Mission District elementary schools and one middle school; and *Prevention Education* through local schools and community events. The *How to Cope* program helps adult family members who are living with someone who has a substance use disorder. Children and adolescents in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to regain a healthy lifestyle. ATF support is also recommended for First Call's education presentations which reach school-aged youth and the general community.

**Results Projected:** The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse and addiction. Participants in *How to Cope*, *Caring for Kids*, and prevention/education presentations will increase their knowledge of the harmful effects of alcohol, tobacco, and other drugs. Participants in the *Caring for Kids* and *How to Cope* will complete a plan of action to promote healthy relationships and resistance to abusing substances. Participants in *Life Skills Training* will demonstrate positive change in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills. Participants in *Say It Straight* and Sobriety Group will engage in and contribute to group activities. First Call anticipates serving 1,265 Johnson County residents during 2021; this reduction is due to restrictions in providing services in schools and in large trainings due to the global pandemic. First Call is providing virtual trainings in 2020 and will continue to do so in 2021.



**Outcomes Achieved During 2019:** During 2019, 1,469 individuals were served. Nearly 96% of surveyed participants in *How to Cope* increased their knowledge of the harmful impact of alcohol, tobacco, and other drugs. Nearly 91% of participants in *Caring for Kids* who completed the course also reported increased knowledge. Students demonstrated a 12% increase in knowledge gained through *Life Skills Training* related to protective life skills and the harmful effects of drugs, alcohol, tobacco, and other drugs.

#### **Heartland Regional Alcohol & Drug Assessment Center (RADAC)**

**Request: \$159,734**

**Recommendation: \$150,583**

The DAC recommends that Heartland RADAC be awarded \$150,583 to support its recovery coaching, intensive case management (ICM), and care coordination for Johnson County individuals who have co-occurring substance use disorders and mental health issues, experiencing homelessness or at-risk of homelessness, and needing treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery, and eliminate barriers to success. When clinically appropriate, HRADAC assists clients in accessing Medication Assisted Treatment (MAT).

**Results Projected:** When clients begin ICM typically they are experiencing homelessness and untreated mental health and substance abuse issues. Therefore, results focus on accessing services and maintaining conditions in three areas of improvement – housing, substance use, and mental health services. Housing includes accessing safe temporary, transitional, permanent, or permanent supportive housing. Substance use includes engaging in treatment, recovery groups, and Recovery Oriented Systems of Care with a Recovery Coach. Mental health services focus is on accessing services. During 2021 Heartland RADAC anticipates serving 100 Johnson County clients.

**Outcomes Achieved During 2019:** During 2019, HRADAC served 134 Johnson County residents. 78% obtained permanent or transitional housing and 96% of ICM clients engaged in recovery activities after initiating ICM services. Recovery activities included engaging in substance abuse treatment (72%), accessing 12-Step or other recovery support groups (75%), and utilizing *Recovery Oriented Systems of Care* with a recovery coach (77%). Additionally, 26 individuals accessed MAT. Of the ICM clients who had a mental health diagnosis, 80% accessed mental health services after they began ICM, a 32% increase over those accessing services prior to entry.

#### **Johnson County District Attorney's Office (previously Court Services): Juvenile Drug Court, Minor-In-Possession, Drug and Alcohol Diversion Programs**

**Request: \$182,000**

**Recommendation: \$150,834**

The DAC recommends Johnson County Court Services be awarded \$150,834, which represents level funding from 2020 less the ~6% decrease. ATF will support the salary and benefits of two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who have drug/alcohol contract cases. An increase was requested for the Officers' increase in benefit costs, cost of living adjustments, and performance increases. Given limited ATF resources, the full request is not recommended for funding; this is not a reflection on the Officers' quality of work or the program. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a



non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Drug and Alcohol contract cases are an Immediate Intervention with offenders who have a drug and/or alcohol problem that requires education, intervention, and/or completing random drug screens in addition to the requirements of the standard contract and do not qualify for drug court or the MIP program.

**Results Projected:** Youth will remain drug free and crime free. Youth will increase involvement in pro-social activities and improve their school grades. Parents will rate their child's compliance as increasing. During 2021, Court Services anticipates serving 654 Johnson County youth.

**Outcomes Achieved During 2019:** During 2019, 533 youth were served. Increase in motivation to remain drug free was measured by improvement in school grades, involvement in pro-social activities, drug screens and parental feedback. The average semester GPA of a Drug Court client at the start of Drug Court was 2.8, and at the completion of Drug Court, the average semester GPA was 3.1. Surveys completed by parents indicated youths' increase in motivation in treatment and following court orders, and improved family relationships. 83% of youths' drug screens were negative for all substances and 42 youth received incentives (\$10 gift card) for achieving milestones, such as 90 days of clean drug screens and improved grades.

#### **Johnson County Department of Corrections: Voucher Assistance**

**Request: \$3,550\***

**Recommendation: \$3,347\***

The DAC recommends the Department of Corrections be awarded \$3,347, which in addition to the \$8,450 in ATF funds carried over from 2020, provides a total of **\$11,897\*** for the Voucher Assistance program. This program supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), and adults who are under Intensive Supervised Probation, House Arrest, or Bond Supervision. Evaluation and treatment services will be provided by providers who maintain licensure pursuant to the Kansas Behavioral Sciences Regulatory Board and who have demonstrated success in keeping clients engaged.

**Results Projected:** Adults who receive vouchers will obtain an evaluation within 30 days and initiate recommended treatment within 60 days post evaluation, and successfully complete treatment. Corrections anticipates serving 40 Johnson County clients during 2021.

**Outcomes Achieved During 2019:** During 2019, 58 individuals were served through 78 vouchers for services. 42% of vouchers were for evaluation and 58% for treatment. 94% of those referred for evaluation received it within 30 days. During 2019, 43 individuals became actively engaged in treatment: 13 individuals were pending completion at the end of 2019, 25 had successfully completed treatment, and 5 were unsuccessfully released from treatment.

#### **Johnson County Department of Corrections: Changing Lives Through Literature**

**Request: \$0\***

**Recommendation: \$0\***

The DAC recommends the Department of Corrections continue the *Changing Lives Through Literature* program (CLTL) utilizing the **\$5,753.86\*** in carryover funding from 2020, as the applicant requests. This alternative intervention program targets moderate risk criminal defendants. Participants are under court-ordered supervision or contracts of diversion, and typically have



histories of drug and/or alcohol use (70% of those referred to program in first six months of 2020). For those on diversion, a criminal conviction is likely averted with completion of CLTL and meeting other diversion conditions. The program uses literature, the majority of which addresses themes of substance abuse, to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. CLTL participants, judges, and probation officers read literature and participate in facilitated discussion which promote self-reflection and behavioral change.

**Results Projected:** Participants will successfully complete the program and not be arrested for new charges or show evidence of drug or alcohol use. Corrections anticipates serving 32 Johnson County participants during 2021.

**Outcomes Achieved During 2019:** During 2019, 38 individuals participated in the program with 32 completing the program. 97% of participants had no new known arrests, as tracked by Department of Corrections. 81% of participants in the program tested negative for alcohol or drug use as screened by Department of Corrections.

#### **Johnson County Mental Health Center, Prevention Services**

**Request: \$187,000**

**Recommendation: \$168,274**

The DAC recommends Prevention Services be awarded \$168,274 in ATF funds to support the cost of AlcoholEdu for all school districts and schools, public and private, in Johnson County as well as staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education and training, and community engagement; and, other expenses associated with the Youth Leadership Summit and the *End the Trend* Campaign (use of social media for public service announcements about vaping). During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. Prevention Services consults with school districts, facilitates the Prevention Roundtable, and provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for high-risk families.

**Results Projected:** Youth Leadership Summit and Teen Task Force student participants will increase their knowledge of effective prevention strategies for impacting adolescent problem behaviors and increase confidence in their abilities to implement strategies. Teen Task Force members will contribute towards planning and implementing strategies and initiatives related to drug and alcohol prevention. Participants in *Strengthening Families* will indicate an increase in knowledge and confidence. *End the Trend* will earn 100,000 impressions across social media platforms. Participants in the school Prevention Roundtable will indicate an increased level of knowledge and confidence. Technical assistance to school districts will help increase the participation rate of students taking the CTC survey. Students who use AlcoholEdu will increase their knowledge across all program modules. During 2021, Prevention Services anticipates serving 2,540 Johnson County residents.

**Outcomes Achieved During 2019:** Nearly 98% of middle school and 87% of high school students who attended the August Youth Leadership Summit indicated an increased level of knowledge and confidence in their abilities. Participants included over 147 youth leaders and 48 advisors from 28 schools in Johnson County. As result of Summit, approximately 56 project activities were planned.



The School Prevention Roundtable held 13 meetings and trainings to enhance school best practices in prevention; 100% of surveyed participants applied new knowledge in the school setting and found the Roundtable beneficial to their work within the school. Through the Roundtable and Greenbush (the Southeast Kansas Education Service Center), technical assistance was provided to districts that helped increase the participation rate of students taking the CTC survey from 36.8% in 2018 to 48.2% in 2019. 87% of participants in the *Strengthening Families* cohorts indicated an increase in knowledge and confidence and the *End the Trend* campaign received nearly 120,000 impressions across Facebook, Instagram, and Snapchat.

### **Safehome**

**Request: \$24,473\***

**Recommendation: \$23,071\***

The DAC recommends Safehome be awarded \$23,071 to continue its substance abuse support program for shelter residents. Combined with Safehome's carryover of \$3,142, this will result in a 2021 ATF budget of **\$26,213.\*** The program includes on-site substance abuse assessment (informal and SASSI-4, if applicable), education, in-depth assessment as needed, clinical therapy sessions that address substance abuse issues, and referrals as needed to intervention or treatment programs, with help making connection to services. ATF dollars support a portion of salary and benefits for the Adult Shelter Therapist who spends approximately 30% of his time on completing assessments and making referrals to community partners, supplies, assistance to clients (such as transportation vouchers for travel to treatment), drug testing, bio waste disposal, and professional training.

**Results Projected:** Individuals will be assessed for substance abuse utilizing SASSI-4 and will identify maladaptive behavior patterns and demonstrate increased knowledge of the role of addiction in domestic violence. The Adult Shelter Therapist will help substance abusers identify healthy coping strategies which they can implement in place of unhealthy coping strategies. The organization anticipates serving 125 individuals during 2021.

**Outcomes Achieved During 2019:** All clients who were identified as abusing substances received two referrals to substance abuse services. Of tracked clients, 96% reported following through with referral; of those, 89% reported the referral was helpful. In response to Safehome's questionnaire, 95% of clients indicated they felt supported by Safehome therapists and 84% indicated the therapist helped them identify at least three healthy coping strategies.

### **The Family Conservancy**

**Request: \$40,000**

**Recommendation: \$37,709**

The DAC recommends the Family Conservancy be awarded \$37,709 for two programs: Substance Use Screening and Education and implementation of *Conscious Discipline* programming in four Johnson County childcare centers that serve families living at or below the Federal Poverty Level. Those who screen positive for substance misuse receive substance use education as needed and are referred to community resources when appropriate. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse.

**Results Projected:** Clients in counseling programs will successfully complete their treatment plan and report increased knowledge of harmful effects of misuse of substances. Clients who report they have a family member with substance misuse problems will report improved knowledge or experience attitude changes to support family health. Parents and teachers completing the



*Conscious Discipline* program will maintain or show an increase in four of the seven “Powers/Beliefs” which Conscious Discipline utilizes to help teach self-regulation (override impulsive and reactive tendencies), and which results in positive child guidance and responsiveness to needs of child. Further, parents and teachers will use multiple applications of the strategies they learn. During 2021 the agency anticipates serving 643 Johnson County residents.

**Outcomes Achieved During 2019:** In 2019, Family Conservancy served 221 adults and 257 children in Johnson County; 99% of clients, who reported a family member with substance misuse problems, increased knowledge or experienced an attitude change that supported the family’s health. 98% of clients reporting a substance misuse concern increased their knowledge of the harmful effects of substance abuse. Of all closed cases, 88% indicated successful completion of their counseling treatment plan. 94% of participating parents and teachers demonstrated an increase in positive child guidance mindset after training in Conscious Discipline. 82% showed improvement in at least four of the seven Powers/Beliefs (perception, attention, unity, free will, acceptance, love and intention), and 85% indicated successful utilization of strategies learned.

### **Treatment and Recovery**

*Alcohol Tax Funds are recommended to support nine treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and consider type of programming, outcome data, and accountability.*

#### **Friends of Recovery Association**

**Request: \$75,000**

**Recommendation: \$56,563**

The DAC recommends that Friends of Recovery (FORA) be awarded \$56,563, level funding with 2020 less the ~6 decrease, for its program which serves individuals seeking to sustain their recovery from substance abuse while living in Oxford Houses. Oxford Houses are self-sustaining, democratically run, transitional homes. Participants include adults who are experiencing homelessness or in danger of homelessness, individuals with mental health challenges, and adults recently released from incarceration. FORA’s program includes case management (education, mediation, mentorship, crisis intervention and advocacy) which is intended to reduce effects of trauma, including PTSD, among substance using individuals. FORA utilizes a peer mentorship model (alumni or current residents) to help newly-recovering residents. In the last four years, Friends of Recovery has opened 12 additional Oxford Houses in Johnson County for a total of 40 Oxford Houses in Johnson County.

**Results Projected:** Two new houses will be opened in Johnson County, which will result in more individuals being served. The number of individuals leaving the houses in good standing will increase; more residents will be employed, and fewer will relapse. FORA will continue to train all houses on the use of Narcan and have it available within each house. During 2021 FORA anticipates serving approximately 743 Johnson County participants.

**Outcomes Achieved During 2019:** During 2019, 801 adults were served and two new houses, including one for men with children, were opened. In 2019, FORA developed a questionnaire



regarding past use of opioids and learned that 50% of residents had used opiates; approximately half of these respondents had spent over a year in recovery and the other half less than a year in recovery. Oxford House performed Narcan trainings with over 250 members and alumni and trained all of its Johnson County houses in the use of Narcan in preventing an overdose. FORA is working to secure donations of Narcan to ensure every Johnson County house has it available; currently one-third of houses are equipped with it.

#### **Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)**

**Request: \$253,510**

**Recommendation: \$238,648**

The DAC recommends \$238,648 in funding for Johnson County Mental Health Center's Adolescent Center for Treatment (ACT); ACT's funding request is \$67,873 lower than in 2020. In 2020, Johnson County Mental Health moved to a new location, resulting in a reduction in beds from 21 to 10 in this program. ACT has also shifted its new (in 2020) outpatient program for adolescents to its Dual Diagnosis program, along with the \$67,873 in funding allocated for adolescent outpatient treatment. ATF support is recommended for the 10-bed residential treatment program for youth ages 12-18. The ACT is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. Most residential patients are court-ordered; some are from the foster care system. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. At the request of juvenile court judges, ACT conducts screenings of incarcerated youth for residential treatment.

**Results Projected:** Clients remain in treatment for a minimum therapeutic length of stay and receive a "successful completion" upon discharge. On discharge surveys, clients will rate the program favorably in areas of program quality and staff performance. During 2021 ACT anticipates serving 37 Johnson County youth in the residential program.

**Outcomes Achieved During 2019:** During 2019, 32 Johnson County youth were served. 78% of clients admitted to ACT remained in treatment for the minimum therapeutic length of stay (21 days for first-time admissions and 14 days for re-admissions). On client satisfaction surveys at discharge, the program received an average rating of 4 on a 5-point scale point (rates program quality and staff performance). 79% of clients successfully completed treatment.

#### **Johnson County Mental Health Center, Adult Detoxification Unit (ADU)**

**Request: \$289,922**

**Recommendation: \$273,314**

The DAC recommends the Johnson County Mental Health Center Adult Detoxification Unit be awarded \$273,314. In 2020, Johnson County Mental Health moved to a new location, resulting in a reduction in beds from 14 to 10 in this program. The Adult Detox Unit is a social detoxification center which delivers services at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration.

**Results Projected:** Clients will successfully complete detoxification as evidenced by remaining in detox until staff recommend discharge. Clients who successfully complete detox will have a written discharge plan documenting a referral for ongoing services. At time of discharge, clients will rate the program favorably in areas of program quality and staff performance. Due to loss of residential



beds and the necessity for single occupancy due to COVID-19 restrictions, during 2020 the Mental Health Center ADU anticipates serving 236 clients from Johnson County.

**Outcomes Achieved During 2019:** During 2019, 425 adults were served. 80% of clients remained in detox until staff recommended discharge. Of all clients, not just those who successfully completed detox, 83% had a written discharge plan that documented a referral for ongoing services. For clients who left without personalized discharge instructions, ADU provided standard discharge instructions. On satisfaction surveys regarding program quality and staff performance, the average rating was 4.7 on a 5-point scale.

### **Johnson County Mental Health Center, Dual Diagnosis Outpatient Program**

**Request: \$232,863**

**Recommendation: \$219,523**

Johnson County Mental Health Center's Dual Diagnosis Outpatient Program requested the \$67,873 in funding for the (new in 2020) adolescent outpatient program be shifted from ACT's residential program budget to this outpatient program budget. Accordingly, the DAC recommends that the Dual Diagnosis Outpatient Program be awarded a total of \$219,253. ATF funding supports integrated outpatient treatment to juveniles and adults who have co-occurring substance use disorders and mental health disorders, allows for a continuum of care for adolescents stepping up or down from ACT, and provides Medication Assisted Treatment (MAT) on a limited basis for clients who are appropriate for this treatment, but have no means to pay for it. The Dual Diagnosis program uses a sliding fee scale to assure access.

**Results Projected:** Adult Outpatient: Clients with dual diagnosis will remain alcohol/drug free while participating in the program. Clients will complete at least eight hours of treatment before discharge (excluding "evaluation only" individuals). Clients will not engage in new criminal activity while participating in the program. Adolescent Outpatient: Clients admitted to the outpatient program will remain in treatment for at least six sessions, and youth discharged from the outpatient program will remain drug/alcohol free during past 30 days. In 2021, 684 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

**Outcomes Achieved During 2019:** During 2019, 508 Johnson County residents were served. 86% of clients remained alcohol/drug free while participating in the program; 60% of all clients completed at least eight hours of treatment before discharge; and 99% of clients did not incur new legal charges while participating in treatment.

### **KidsTLC**

**Request: \$47,714**

**Recommendation: \$44,981**

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends KidsTLC be awarded \$44,981 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 13-18 (and younger youth as needed) who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Through ATF funding, KidsTLC has added Eye Motion Desensitization Reprocessing (EMDR) to its clinical services to support clients in addressing trauma that may trigger substance abuse. Relapse prevention sessions are provided to PRTF residents who are maintaining sobriety. Prevention education, which utilizes the evidence-based program *Positive Action*, is provided to all youth in the PRTF.



**Results Projected:** Youth will remain abstinent from drugs and alcohol during their treatment (evidenced by a urinalysis after youth returns from a pass outside the PRTF). Youth will feel they have sufficient access to substance abuse services and supports. At discharge youth will report overall improvement due to services received, and an increase in hopefulness and functioning. The program will help sustain the youth's recovery and provide linkages to community support. During 2021 the agency projects serving 47 Johnson County youth.

**Outcomes Achieved During 2019:** During 2019, 46 Johnson County youth were served. At discharge youth reported overall improvement due to services received. Indicators of this outcome were: 83% of youth were "somewhat" or "very confident that things will improve in their life regarding substance abuse"; 91% reported an improved outlook at time of discharge, compared to admission; and, 79% of youth assessed at the Relapse Prevention and the Seek Safety substance abuse level self-reported maintenance or a decrease in problem severity between admission and discharge. At discharge, 96% of youth receiving *Seeking Safety* services remained abstinent, as determined by urinalysis after returning from a pass outside with parent/guardian.

#### **KVC Behavioral HealthCare**

**Request: \$70,000**

**Recommendation: \$32,995**

The DAC recommends KVC Behavioral HealthCare be awarded \$32,995 for Family Substance Abuse Recovery Services, level funding with 2020 less the ~6% decrease. This program serves Johnson County families who have had children removed to foster care and have been assessed by a KVC case manager or therapist; or, are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members are screened for indication of substance abuse. If indicated, a referral is made to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC provides outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups and in-patient therapy.

**Results Projected:** Outpatient services will be provided in-home and families/individuals will report an increase in striving to improve family stability through lifestyle changes. Clients will complete intake within 10 days of being referred and assigned to a KVC LAC. KVC will assess participants after completion to monitor their ongoing success in maintaining the outcome goals that were originally established. KVC anticipates serving 70 Johnson County adults in 2021.

**Outcomes Achieved During 2019:** During 2019, 38 adults and 11 youth were served. All families were contacted and offered an intake appointment within 10 days of the referral. All the outpatient services and treatment sessions were completed in the clients' home. After their last appointment, clients engaged in KVC's substance use disorder treatment program were asked to respond to a survey that included the AWARE assessment, an evidence-based tool evaluating risk factors connected to relapse and probability of relapse. All KVC clients who took the assessment fell in the 11% average range. Having a low probability of relapse indicates family and support connections and overall higher levels of stability and quality of life. According to the National Institute on Drug Abuse (2018), relapse rates for substance-use disorders is approximately 40-60%.

#### **Lorraine's House**

**Request: \$25,000**

**Recommendation: \$18,854**



The DAC recommends Lorraine's House be awarded \$18,854. Lorraine's House is a structured transitional living program for women recovering from addiction. Founded in 2016, Lorraine's House is comprised of two homes located in Johnson County and serves women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Lorraine's House is considered a non-therapeutic milieu. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery-oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health, hospitals, crisis centers, prison ministries, and former residents.

**Results Projected:** Clients achieve their goal of living a sober, self-sufficient life in recovery. Results include stable housing, attendance in a community-based support group (positive social connectedness), and sustained employment. In 2020, Lorraine's House had to close a third house and return to two houses; it hopes to add a third house again in 2021. Lorraine's House anticipates serving 64 Johnson County residents in 2021.

**Outcomes Achieved During 2019:** During 2019, 82 Johnson County adults were served. Stable housing and employment are key factors in support of recovery. 80% of residents were in compliance with requirements to attend at least three recovery-oriented meetings weekly and 90% were employed (10% disabled or retired). 71% of residents successfully completed the program as reflected by their maintaining sobriety and employment and leaving the program self-supporting.

#### **Mirror, Inc.**

**Request: \$191,000**

**Recommendation: \$165,918**

The DAC recommends Mirror be awarded \$165,918, level funding with 2020 less the ~6% decrease, to support its residential treatment component for Johnson County adults with co-occurring disorders. Located in Shawnee, this program addresses the needs of clients who fall below 200% of the Federal Poverty Level and cannot access services in a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population.

**Results Projected:** The goal of the program is to provide quicker access to treatment services for Johnson County residents who have no resources to pay for treatment and to aid them in accessing support services after treatment completion and discharge. Results include reduced time on Mirror's wait list for Johnson County clients as compared to the average wait time for Block Grant funded clients. Discharged clients will remain in compliance with all discharge recommendations, such as continued mental health care, substance abuse aftercare, stable housing and use of support systems, 30 days following treatment. Client confidence level in handling high risk situations that could lead to substance use will increase from the time of admission to discharge. During 2021 Mirror anticipates serving 171 Johnson County residents with its ATF grant.

**Outcomes Achieved During 2019:** During 2019, 128 Johnson County adults were served. Of clients who were discharged, 73% were compliant with discharge recommendations. Based upon self-reporting, clients' confidence level in handling high risk situations that could lead to substance use increased from 53% at admission to 82% at discharge. The cumulative average that clients entering the co-occurring disorder (COD) program spent on a waiting list was 12.5 days, compared to an average wait list time of 57 days for clients funded by the state block grant. Mirror's experience is



that the longer a person waits for treatment, the more likely they are not to follow through with the treatment when an opening is available.

**Preferred Family Healthcare, Inc.**

**Request: \$120,000**

**Recommendation: \$113,126**

The DAC recommends Preferred Family Healthcare (PFH) be awarded \$113,126. ATF supports the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). PFH operates multiple facilities in multiple states, including a Level I Outpatient Treatment and Level II Intensive Outpatient Treatment center in Olathe providing assessment, individual and group counseling, and drug testing. Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Eye Movement Desensitization and Reprocessing Therapy. PFH offers services on an income-based sliding fee scale. With approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, except for drug/alcohol testing. During 2021 PFH projects serving 439 Johnson County residents.

**Results Projected:** Clients will successfully complete treatment. Clients who are not disabled or retired will obtain or maintain employment or involvement in educational activities. Clients will have no arrests while in treatment. Clients who are in treatment will remain abstinent from substance use. Clients will obtain and/or maintain housing.

**Outcomes Achieved During 2019:** During 2019, 604 individuals were served, 518 of which are Johnson County residents. 83% of clients randomly tested while in treatment tested negative for substance use. 91% of clients who were not disabled or retired reported they were employed or involved in educational activities. 81% of clients successfully completed treatment. During the first half of 2019, 18% of clients paid no fee; in the second half, 26% paid no fee for services.



**2021 Alcohol Tax Fund  
Participating Jurisdictions**

<b>Jurisdiction</b>	<b>Amount</b>
Johnson County Government	\$140,667
City of Gardner	\$19,200
City of Leawood	\$200,000
City of Lenexa	\$135,000
City of Merriam	\$20,000
City of Mission	\$50,000
City of Olathe	\$215,000
City of Overland Park	\$1,118,000
City of Prairie Village	\$40,000
City of Shawnee	\$86,353
<b>Total Alcohol Tax Fund</b>	<b>\$2,024,220</b>

The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.



## APPENDIX A

### DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

#### ATF Funding Priorities 2021

By legislative mandate, ATF dollars must be used to fund programs “whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.” KSA §79-41a04 (as amended).

For the purpose of the ATF application, these programs are generally defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use, and may include activities applied during early stages of drug use which encompass preventing the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance use disorder treatment services and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

*Numbering of priorities does not indicate one is more important than another.*

Overall priority is given to:

1. Programs that target populations who are at-risk for substance use or abuse such as individuals who have mental health issues, individuals who are homeless and/or have other co-occurring issues, and individuals involved in the child welfare or criminal justice system.
2. Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
3. If fees are charged for services, there are accommodations for those clients with no ability, or limited ability, to pay the fees (such as a sliding fee scale based upon income).
4. Programs that demonstrate competency in addressing language and cultural barriers, and provide bilingual services in high demand languages, such as Spanish.
5. Programs that provide services to meet a current community need (defined through indicator data or *Kansas Communities That Care* survey trends).
6. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use and utilize a trauma informed care approach in delivery of services.
7. Programs that are evidence-based or reflect a best or promising practice, and include measures to ensure fidelity.
8. Programs that utilize measurable outcome data to improve service delivery.
9. Strategies and services that involve families, parents, guardians, and/or other support systems.
10. Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above in priority number one.



Priorities for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

Priorities for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations and sectors, and provide linkage to community supports.
4. Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery, including but not limited to providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

**Applications are evaluated according to these criteria:**

- Community Need
  - How the program addresses a clearly-stated community need, or opportunity to address a community need.
  - Does the program coordinate with other community services to maximize the impact of available resources and meet needs of population?
  - How the program benefits local jurisdictions.
  - The purpose of proposed program or services is consistent with ATF funding priorities.
- Responsiveness of Proposed Program Activities: A detailed description of program activities proposed for funding, including a clear exposition of:
  - the targeted population, strategies for reaching the target population, and access to services (e.g. are barriers to activities/services reduced or eliminated). If applying for substance abuse prevention and education programming for youth, how program addresses risk and protective factors of target population.
  - services/activities that are responsive to needs of population.
  - the evidence base for the effectiveness of the prevention or treatment program or services with the targeted population.
  - the ability to accommodate for cultural differences within the population.
  - the use of trauma informed practices.
- Measurable Outcomes
  - The program includes clear and measurable outcomes, and includes a plan for related data collection in order to evaluate success in achieving those outcomes. Outcome data reflecting on abstinence, housing, employment, criminal activity, access to and/or retention in services are preferred.
  - The program demonstrates clear linkage between program activities and outcomes.
  - The program provides reasonable evidence of the achievement of previously identified outcome(s).
  - Reasonable levels of service are provided for resources expended.
- Organizational Capacity and Funding
  - The organization is stable (financial position, legal issues, etc.)
  - The program has attracted sufficient community resources from public, private, and volunteer sources, to produce proposed outcomes.
  - The program budget is realistic and reasonable considering the proposed activities.



- The application demonstrates that ATF funding is critical to achieving the stated outcomes.
  - The application and program comply with grant conditions.
- Qualifications, Licensing and Accreditation
  - If applicable, the agency is licensed/accredited.
  - Employees are qualified to provide services (accredited/licensed, if applicable)



## APPENDIX B

### 2020 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY 2021 ATF GRANT REVIEW COMMITTEE MEMBERS

*Chief David Brown, Chair, Fairway Police Department, City of Lenexa Representative*  
*Liana Riesinger, Vice Chair, Francis Family Foundation, City of Mission Representative*  
*Jill Grube, Secretary, City of Lenexa, City of Shawnee Representative*  
*Afam Akamelu, Community Volunteer*  
*Jason Bohn, Renew Counseling Center*  
*Judge Jenifer Ashford, 10<sup>th</sup> Judicial District Court ♦*  
*Michelle Decker, City of Olathe Prosecutor's Office, City of Olathe Representative*  
*Allison Dickinson, Johnson County Government ♦*  
*Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative*  
*Bradford Hart, Health Forward Foundation*  
*Jen Jordan-Spence, City of Gardner, City of Gardner Representative, Grant Review Committee Chair*  
*Stefanie Kelley, Shawnee Mission School District, City of Leawood Representative ♦*  
*Martha LaPietra, M.D., IPC-The Hospitalist Company*  
*Piper Reimer, City of Prairie Village Councilperson, City of Prairie Village Representative*  
*Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative, Grant Review Committee Chair*  
*Sharon Morris, Olathe School District ♦*  
*Bureau Chief Daryl Reece, Johnson County Sheriff's Office*  
*Pastor Kevin Schutte, Pathway Community Church, Johnson County Board of County Commissioners Representative*  
*Catherine Triplett, Boothe Walsh Law and Mediation*  
*Charlene Whitney, Community Volunteer*

♦ Denotes Non-Voting Member

Staff Support:  
Christina Ashie Guidry, UCS Director of Resource Allocation



## **AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES**

This Agreement is made and entered into this 15th day of December, 2020, ("Agreement") by and between the City of Lenexa, Kansas, a municipal corporation ("City") and the Lenexa Kansas Chamber of Commerce, a Kansas not-for-profit corporation ("Chamber").

WHEREAS, Charter Ordinance 70 and City Code Section 1-9-D-1 authorize the levy of a transient guest tax upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, in any hotel or motel located in the City at a rate not to exceed ten percent (10%) of which the City Council has approved an eight percent (8%) rate; and

WHEREAS, City Code Section 1-9-D-2 establishes a Tourism and Convention Fund to receive disbursements of transient guest tax monies from the Secretary of Revenue, as provided in subsection (e) of K.S.A. 12-1698 and any amendments thereto; and

WHEREAS, City Code Section 1-9-D-3 provides that the revenues from the transient guest tax shall be expended for various items including, but not limited to, promoting the general economic welfare of the City by attracting business and industry, which in turn increases the volume of visitors to the City; and

WHEREAS, economic development plays a significant role in quality City growth and is an important goal of the Governing Body; and

WHEREAS, the City has determined that it is in the City's best interests to contract with an independent entity, such as the Chamber, to provide the services necessary to promote the general economic welfare and growth of the City with some funding assistance from the City; and

WHEREAS, City Code Section 1-9-E-1 authorizes the City to enter into a contract with the Chamber to provide services relating to the promotion of the general economic welfare of the City, including but not limited to maintaining and promoting industrial, commercial, office and residential growth, conventions and tourism; and

WHEREAS, the Chamber has established the Lenexa Economic Development Council ("LEDC") which entity is responsible for promoting the economic welfare and growth of the City. The LEDC promotes continued growth of the City's economic base through the attraction of new development and the retention of existing business; and

WHEREAS, since approximately 1997, the City has maintained a performance based agreement with the Chamber to provide LEDC services pursuant to the terms set forth therein.



NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

1. ECONOMIC DEVELOPMENT COUNCIL. The Chamber agrees to operate the LEDC or similar entity, whose function is to promote the general economic welfare of the City, including but not limited to maintaining and promoting industrial, commercial, office and residential growth, which all have significant impacts on the economic growth of the City, including conventions and tourism.
2. ORGANIZATION. The LEDC operates as an Advisory Board, making recommendations to the Chamber Board and LEDC Director. The LEDC and Chamber act independently of the City to carry out the services described in this Agreement. Upon request of the City or on its own initiative, the Chamber may submit recommendations of either the Chamber or the LEDC to the City, but such recommendations are not binding on the City. The LEDC consists of business entities or individuals who are members of the Chamber, and whom also pay an annual membership fee to LEDC, which amount shall be established by the Chamber. For and in consideration of the funding received from the City, the LEDC shall also include the following voting members from whom no annual membership fee shall be levied: Lenexa Mayor, Lenexa City Manager or her designee, and the Lenexa Community Development Director. The number required for a quorum shall be set by the LEDC, but in no event shall the LEDC quorum be less the seven (7) members.
3. BUDGET. The Chamber shall, after review and approval of the LEDC annual program and budget, submit to the City for consideration the proposed budget required to perform the scope of services described herein. The Governing Body shall determine the amount of funding it will provide to the Chamber in accordance with the provisions of Section 4 herein.
4. FUNDING. It is the City's intent to provide funding to the Chamber which shall be designated for the LEDC to provide the scope of services described in this Agreement, for each year this Agreement is in effect, in the amount of \$335,000.00 (the "Funded Amount"). City funds to meet this Funded Amount may come from either, or both, the City General Fund and the Tourism and Convention Fund. The City's funding is subject to and shall be made in compliance with all state budgetary and cash basis laws. The amount of funding to be provided from the General Fund shall be as designated in the approved City Budget for the applicable calendar year. The remaining Funded Amount not designated from the City General Fund, if any, may come from the transient guest tax funds. At the time the fourth



quarter payment is due, in the event the revenues from the transient guest tax are insufficient to meet the Funded Amount and maintain the 5% reserve amount in the Fund as required by City policy, then the total Funded Amount payable from the City to the Chamber for the LEDC shall be reduced to an amount the Governing Body deems appropriate.

The City shall provide its funding in quarterly payments, unless the Governing Body specifically elects to make other arrangements for funding payments from other funds. Quarterly payments shall be made in February, May, August and November upon receipt of an invoice from the Chamber. The City shall pay 25% of the Funded Amount for each of the first three quarterly payments. The last quarterly payment shall be the balance of the Funded Amount, provided there are sufficient monies in the fund to make said payment and still retain the 5% reserve fund balance. If there is not sufficient money, then the City shall make a partial payment with the funds available, if any, and there shall be no obligation to make any additional or further payments regardless of the original Funded Amount approved unless the Governing Body, at its discretion, makes alternative arrangements for payment from other funds.

5. EXPENDITURES. The Chamber agrees that all expenditures will be in accordance with the intent and purposes of City Code Title One, Chapter 9, Articles D and E, Charter Ordinance 70, and K.S.A. 12-16,113, 12-1693 and 12-1694. Any expenditures exceeding the Funded Amount or in excess of revenues available in the Tourism and Convention Fund shall be the sole responsibility of the Chamber.
6. ACCOUNTING. Pursuant to K.S.A. 12-16,113, the Chamber shall provide a separate accounting of the receipt and disbursement of the City's transient guest tax and general fund disbursements. The Chamber must provide the City an accounting of the receipt and expenditures of such funds in accordance with generally accepted accounting principles within 120 days after the end of the Chamber's fiscal year. In the event the Chamber does not provide such accounting within the time period provided, future funds shall not be disbursed until the accounting is received.
7. STAFF AND OPERATING EXPENSES. The Chamber agrees to provide the necessary staff, office space, meeting space, operating expenses and other costs associated with the operation of the LEDC, which are necessary to perform the scope of services set forth in this Agreement. These costs and expenditures are the sole responsibility of the Chamber and should be included in the budget prepared by the Chamber. All LEDC staff shall be employees or agents of the Chamber.
8. RELATIONSHIP OF THE PARTIES. It is understood and agreed that the Chamber and the LEDC, and its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers,



agents, or employees of the City. The Chamber and LEDC have no authority to bind the City.

9. INSPECTION AND AUDIT. The City or its duly authorized agents may, upon reasonable request, inspect all books and records of the Chamber and LEDC for compliance with this Agreement. The Chamber, as an independent contractor, is required to obtain an audit of LEDC expenditures performed by an independent, licensed certified public accountant holding appropriate permits to practice, issued by the Kansas State Board of Accountancy. The City shall not reimburse the expense for this audit. The Chamber shall furnish a copy of said audit to the Assistant City Manager as soon as possible, but no later than 180 days after the end of the Chamber's fiscal year.
10. SEMIANNUAL REPORTS. The Chamber shall provide semi-annual reports to the City and a Chamber representative shall attend a Council Committee of the Whole meeting in the first and third quarters of the year to present the written report. The first report shall be submitted on or about March 1st for the purpose of communicating the Chamber's performance of the scope of services described in the Agreement for the previous year ending December 31st. A second report shall be submitted on or about September 1st for the purpose of providing a mid-year report of performance and action plan status for the first six [6] months of the year. The parties may mutually agree to adjust these dates as appropriate.
11. SCOPE OF SERVICES. The City has established the following five (5) economic development goals and is contracting with the Chamber to provide the necessary and appropriate services to accomplish these goals:
  - A. Actively recruit new business to Lenexa; and
  - B. Encourage retail, commercial, industrial and residential growth; and
  - C. Actively pursue business retention; and
  - D. Actively promote public relations and marketing efforts; and
  - E. Serve as primary economic development facilitator, including assisting with the processing and calculating of cost/benefit analyses for tax abatement applications upon request of the City.

Prior to receiving funding, the Chamber shall annually present, for City review, an Action Plan which will provide in detail the LEDC's program for achieving these goals. At a minimum, the program shall include, but not be limited to:

- A. Maintaining current community data and marketing materials pertinent to the recruitment of new development; and
- B. Developing annually an aggressive, consistent and professional strategic marketing plan; and



- C. Maintaining a database of all property, existing industry and potential prospects; and
  - D. Having in place a business retention program; and
  - E. Continual evaluation of the public/private funding balance; and
  - F. Developing an annual strategy for seeking out appropriate business and development, to assist and encourage their location or expansion in Lenexa; and
  - G. Developing a strategy for communications and building alliances with both the City and businesses in the community; and
  - H. Working to develop a higher ratio of commercial to residential development, consistent with the goals and objectives of both Vision 2020 and 2030; and
  - I. Working with City staff to create a cost/benefit analysis template to utilize with proposed projects.
12. CONFIDENTIAL INFORMATION. All parties understand and agree that information received in confidence shall be retained in confidence. Neither the Chamber nor the LEDC shall use confidential information obtained as a result of their position for any purpose other than to attract a prospective business to the City.
13. EFFECTIVE DATE AND TERM. This Agreement shall be in effect from the period of January 1, 2021 through December 31, 2022, unless the Governing Body fails to appropriately fund this Agreement for Fiscal Year 2022 in its annual approved Budget, or if it is otherwise terminated by the parties as provided in Section 16 herein.
14. MODIFICATION. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement. Hand signatures transmitted by fax or electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement & any amendments thereto.
15. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
16. TERMINATION. This Agreement may be terminated by the City for a breach of the Agreement, upon thirty (30) days written notice to the other party and terminated without cause, by either party, upon ninety (90) days written notice to the other party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Chamber will not encumber any



additional funds, but the City will honor all reasonable expenses for which City allocated funds have already been authorized and purchase orders were placed prior to receipt of notice.

17. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees, as an independent contractor, to indemnify and hold harmless the City from any and all claims arising out of the Chamber or the LEDC's activities in the performance of this Agreement.
18. NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

Lenexa Chamber of Commerce  
President  
11180 Lackman Road  
Lenexa, KS 66219  
(Fax) 888-3770

City of Lenexa  
City Attorney  
17101 W. 87th St. Pkwy.  
Lenexa, KS 66219  
(Fax) 477-7639

19. CHOICE OF LAW. This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas.
20. COMPLIANCE WITH STATE AND FEDERAL LAWS. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with the nondiscrimination provisions of K.S.A. 44-1030(a) and completion of the Certificate of Nondiscrimination.
21. TITLES AND SUBHEADS. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

(Signature Page Follows)



**CITY OF LENEXA, KANSAS**

By: \_\_\_\_\_  
Michael A. Boehm, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney

**LENEXA, KANSAS  
CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Blake Schreck  
President



## **AGREEMENT FOR CONVENTION AND TOURISM SERVICES**

This Agreement is made and entered into this 15th day of December, 2020, ("Agreement") by and between the City of Lenexa, Kansas, a municipal corporation ("City") and the Lenexa Chamber of Commerce, a Kansas not-for-profit corporation ("Chamber").

WHEREAS, Charter Ordinance 70 and City Code Section 1-9-D-1 authorize the levy of a transient guest tax upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, in any hotel or motel located in the City at a rate not to exceed ten percent (10%) of which the City Council has approved an eight percent (8%) rate; and

WHEREAS, City Code Section 1-9-D-2 establishes a Tourism and Convention Fund to receive disbursements of monies from the Secretary of Revenue, as provided in subsection (e) of K.S.A. 12-1698 and any amendments thereto; and

WHEREAS, City Code Section 1-9-D-3 provides that the revenues from the transient guest tax shall be expended for conventions and tourism and related expenditures which increase the volume of visitors to the City; and

WHEREAS, City Code Section 1-9-D-3(A) authorizes the City to enter into a contract with an agency, organization or group of firms to promote conventions and tourism for the City; and

WHEREAS, the City has determined that it is in the City's best interest to contract with an independent entity, such as the Chamber, to provide the services necessary to promote conventions and tourism in the City with some funding assistance from the City; and

WHEREAS, the Chamber has established the Conventions and Visitors Bureau (CVB) which entity is responsible for promoting conventions and tourism in the City. The CVB shall promote continued economic growth for the City through convention and tourism.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

1. CONVENTION AND VISITORS BUREAU. The Chamber agrees to operate the Convention and Visitors Bureau ("CVB"), whose function is to promote the City to convention and tourism groups and visitors.
2. ORGANIZATION. The CVB operates as an Advisory Board which makes recommendations on programming to the Chamber Board of Directors. The



CVB and Chamber act independently of the City to carry out the services described in this Agreement. Upon request of the City or on its own initiative, the Chamber may submit recommendations of either the Chamber or the CVB to the City, but such recommendations are not binding on the City. The CVB Advisory Board consists of the following standing members from whom no annual membership fee is levied: CVB Director; Chamber Chairman of the Board; Chamber Board Liaison (appointed by the Chamber Chairman); Chamber President; Lenexa Economic Development Committee Board Member (appointed by the Chamber Chairman); Lenexa City Manager or her designee; Lenexa Parks & Recreation Director; a member of the Lenexa City Council (appointed by the Mayor); one representative (either manager or owner) from each Lenexa hotel/motel property; and five Chamber members whose organization or affiliation is related to the tourism industry ("Chamber Representatives") (each representative will be appointed by the Chamber Chairman). The Chamber representatives serve staggered terms with one representative serving a one year term, two representatives serving a two year term; and two representatives serving a three year term.

3. BUDGET. The Chamber shall, after review and approval of the CVB annual program and budget, submit to the City for consideration the proposed budget required to perform the scope of services described herein. The Governing Body with its adoption of the City's annual operating budget shall determine the amount of funding provided to the Chamber in accordance with the provisions of Section 4 herein.
4. FUNDING. The City shall provide funding to the Chamber which shall be designated for the CVB to provide the scope of services described in this Agreement, for each year this Agreement is in effect, in an amount authorized in the City's annual budget. City funds shall come from the Tourism and Convention Fund unless otherwise approved by the Governing Body or City Manager as provided by City Ordinance. It is the City's intent to provide funding in fiscal year 2021 to the CVB in the amount of \$270,000 (the "Funded Amount"). The City Funded Amount is subject to and shall be made in compliance with all state budgetary and cash basis laws. At the time the fourth quarter payment is due, in the event the revenues from the transient guest tax are insufficient to meet the Funded Amount or other approved budget and maintain the 5% reserve amount in the fund as required by City policy, then the total obligation and amount payable from the City to the Chamber for the CVB shall be reduced to an amount the Governing Body deems appropriate.

The City shall provide its funding in quarterly payments, with payments made in February, May, August and November. Payment shall be made upon receipt of an invoice from the Chamber. The City shall pay 25% of the approved total budgeted amount for each of the first three quarterly payments. The last quarterly payment shall be the balance of the approved



budget amount, provided there are sufficient monies in the fund to make said payment and still retain the 5% reserve fund balance. If there is not sufficient money, then the City shall make a partial payment with the funds available, if any, and there shall be no obligation to make any additional or further payments regardless of the original amount budgeted unless the Governing Body makes alternative arrangements for payment from other funds or to reduce the reserve fund balance.

5. EXPENDITURES. The Chamber agrees that all expenditures will be in accordance with the intent and purposes of City Code Title One, Chapter 9, Article D; Charter Ordinance 70 and K.S.A. 12-16,113, 12-1693, and 12-1694. Any expenditures exceeding the approved budget or in excess of revenues available in the Tourism and Convention Fund shall be the sole responsibility of the Chamber.
6. ACCOUNTING. Pursuant to K.S.A. 12-16,113, the Chamber shall provide a separate accounting of the receipt and disbursement of the City's transient guest tax general fund disbursements. The Chamber must provide the City an accounting of the receipt and expenditures of such funds in accordance with generally accepted accounting principles within 120 days after the end of the Chamber's fiscal year. In the event the Chamber does not provide such accounting within the time period provided, future funds shall not be disbursed until the accounting is received.
7. STAFF AND OPERATING EXPENSES. The Chamber agrees to provide the necessary staff, office space, meeting space, operating expenses and other costs associated with the operation of the CVB, which are necessary to perform the scope of services set forth in this Agreement. These costs and expenditures shall be included in the budget prepared by the Chamber. All CVB staff shall be employees or agents of the Chamber.
8. RELATIONSHIP OF THE PARTIES. It is understood and agreed that the Chamber and CVB, and its officers, employees, agents and assigns, are engaged and retained as independent contractors and not as officers, agents or employees of the City. The Chamber and CVB have no authority to bind the City.
9. INSPECTION AND AUDIT. The City or its duly authorized agents may, upon reasonable request, inspect all books and records of the Chamber and CVB for compliance with this Agreement. The Chamber, as an independent contractor, is required to obtain an audit of CVB expenditures performed by an independent, licensed certified public accountant holding appropriate permits to practice, issued by the Kansas State Board of Accountancy. The City shall not reimburse the expense for this audit. The Chamber shall furnish a copy of said audit to the Assistant City Manager as soon as available, but not later than 180 days after the end of the Chamber's fiscal year.



10. SEMIANNUAL REPORTS. The Chamber shall provide semi-annual reports to the City and a Chamber representative shall attend a council Committee of the Whole meeting in the first and third quarters of the year to present the written report. The first report shall be submitted on or about March 1st for the purpose of communicating the Chamber's performance of the scope of services described in the Agreement for the previous year ending December 31st. A second report shall be submitted on or about September 1st, for the purpose of providing a mid-year report of performance and action plan status for the first six [6] months of the year. Both written reports shall include an accounting of funds expended within the reporting period. The parties may mutually agree to adjust these dates as appropriate.
11. SCOPE OF SERVICES. The City has established the following six (6) goals and is contracting with the Chamber to provide the necessary and appropriate services to accomplish these goals:
  - A. Effectively market both the City and the tourism industry in the City, including but not limited to the Lenexa Conference Center at the Historic Lackman-Thompson Estate, the Lenexa Public Market in City Center, the lodging community, retail, historical attractions and sites, natural and recreational facilities, business community and City festivals, to out of City visitors; and
  - B. Develop on-going educational programs directed to Lenexa citizens and businesses marketing our hotels and motels and advising of the economic impact of the tourism industry on the City; and
  - C. Service and support the group market, including but not limited to: motor coach, convention, sporting events and corporate visitors; and
  - D. Participate in state-wide activities relating to the tourism and convention industry; and
  - E. Develop a yearly plan to attract visitors to the Lenexa area with the purpose of increasing overnight stays to increase lodging and occupancy.
  - F. Work with City staff to develop and actively market the Lenexa Public Market and provide, at no additional cost beyond the funding provided in the Agreement, Chamber of Commerce memberships to all tenants in the Lenexa Public Market.

Prior to receiving funding, the Chamber shall annually present, for City review, an Action Plan which will provide in detail, the CVB's program for meeting the stated objectives for achieving these goals. At a minimum, these objectives shall include, but not be limited to:

1. Active participation in promoting and marketing the Lenexa festivals to local, regional, state and national publications and media; and



2. Coordinate with City staff to develop and execute a marketing plan for the Lenexa Public Market, targeting both local and of City visitors; and
  3. In coordination with the Lenexa Economic Development Council (LEDC), develop a cooperative advertising and marketing plan directed to out of City visitors; and
  4. Develop, maintain, service and support a solid list of convention and meeting groups, motor coach groups, leisure travelers and corporate business; and
  5. Research, explore and apply for tourism grants as an additional revenue source; and
  6. Serve as the local umbrella organization for the travel and tourism industry to all market segments; and
  7. Continue active involvement in state and local tourism activities and organizations; and
  8. Annually review and evaluate the CVB's long range strategic plan and the cooperative efforts with other metropolitan CVB's; and
  9. Coordinate with City staff in marketing the Lenexa Conference Center at the Historic Lackman-Thompson Estate and assist with facility tours; and
  10. Develop a marketing plan for, and actively participate in, activities that will yield greater exposure to the social market (i.e. bridal shows, trunk shows, etc.) specifically and any other markets that emerge as possible users of the conference Center; and
  11. Active participation in promoting overnight stays by developing marketing strategies to increase occupancy, including but not limited to marketing to feeder market states, improving the hotel page of the website, improving relations with the Motor Coach Association and increasing the awareness of Lenexa residents about the local over night stay options.
12. EFFECTIVE DATE AND TERM. This Agreement shall be in effect from the period of January 1, 2021 through December 31, 2022, unless the Governing Body fails to appropriately fund this Agreement in 2021 in its annual approved Budget, or if it is otherwise terminated by the parties as provided in Section 15 herein.
13. MODIFICATION. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. The Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement. . Hand signatures transmitted by fax or electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement & any amendments thereto.



14. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
15. TERMINATION. This Agreement may be terminated by the City for a breach of the Agreement, upon thirty (30) days written notice to the other party and terminated without cause, by either party, upon ninety (90) days written notice to the other party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Chamber will not encumber any additional funds, but the City will honor all reasonable expenses for which City allocated funds have already been budgeted and purchase orders were placed prior to receipt of notice.
16. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees, as an independent contractor, to indemnify and hold harmless the City from any and all claims arising out of the Chamber or the CVB's activities in the performance of this Agreement.
17. NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:
- |   |  |
|---|--|
| Lenexa Chamber of Commerce<br>President<br>11180 Lackman Road<br>Lenexa, KS 66219<br>(Fax) 888-3770 | City of Lenexa<br>City Attorney<br>17101 W. 87th St. Pkwy.<br>Lenexa, KS 66219<br>(Fax) 477-7639 |
|---|--|
18. CHOICE OF LAW. This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas.
19. COMPLIANCE WITH STATE AND FEDERAL LAWS. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with the nondiscrimination provisions of K.S.A. 44-1030(a) and completion of the Certificate of Nondiscrimination.
20. WAIVER. No waiver by City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.
21. TITLES AND SUBHEADS. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.



IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

**CITY OF LENEXA, KANSAS**

[Seal]

By: \_\_\_\_\_  
Michael A. Boehm, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean L. McLaughlin, City Attorney

**LENEXA, KANSAS  
CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Blake Schreck  
President



**GOVERNMENT ENFORCEMENT SERVICES AGREEMENT  
FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY  
BOARD OF HEALTH ORDERS  
by and between:**

**JOHNSON COUNTY, KANSAS  
and  
CITY OF LENEXA, KANSAS**

This Agreement made and entered into this 15th day of December, 2020, by and between Johnson County, Kansas (“County”) and City of Lenexa, Kansas (“City”).

WITNESSETH:

**WHEREAS**, County and City (“Parties”) desire to protect the health and safety of their citizens; and

**WHEREAS**, the Local Health Officer is appointed by Johnson County pursuant to K.S.A. 65-201 and, is directed and authorized by statute to act to prevent the spread of any infectious, contagious, or communicable disease; and

**WHEREAS**, pursuant to K.S.A. 65-201, the Board of County Commissioners of Johnson County, Kansas acts as the County Board of Health for Johnson County; and

**WHEREAS**, pursuant to K.S.A. 65-119, the Local Health Officer and the County Board of Health are charged with exercising and maintaining supervision over infectious or contagious disease within Johnson County and are “empowered and authorized to prohibit public gatherings when necessary for the control of any and all infectious or contagious disease”; and

**WHEREAS**, the Johnson County Local Health Officer or the County Board of Health may issue orders (“Health Orders”) in furtherance of these objectives; and

**WHEREAS**, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 (“Health Order”) on November 13, 2020; and

**WHEREAS**, County adopted Resolution 108-20 on November 19, 2020, establishing noncompliance with the Health Order as a violation of the Johnson County Code; and

**WHEREAS**, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers. Noncompliance with Health Orders may be prosecuted in Johnson County Codes Court and violations shall incur fines pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX; and



**WHEREAS**, Resolution 108-20 is effective within all of the unincorporated areas of Johnson County, Kansas, and within any cities whose governing bodies have agreed to contract with the County for such services; and

**WHEREAS**, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

**WHEREAS**, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of the Health Order within the city limits of City, pursuant to Resolution 108-20. Amendments to the Health Order or other health orders issued by the Johnson County Board of Public Health or the Johnson County Local Health Officer may be included in this Agreement if the City agrees in writing to include those specific orders. The Parties agree that the form and scope of the City's subsequent agreement to include amendments to the Health Order or other health orders within the scope of this Agreement will be as authorized by the City's governing body in its sole discretion.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Order.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration limited to the enforcement of the Health Order within the corporate limits of the City, such that at the time of this Agreement, the Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City consents to the County's jurisdiction to prosecute violations of the Health Order that occur within the City's corporate boundaries in the Johnson County Court, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any



portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.

6. The City agrees to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order. The Parties agree that the City retains the sole, discretionary authority to decide what “aid”, “educating”, “promoting awareness”, reporting”, “investigating” to provide to County. Prior to County issuing a citation within City’s city limits, County will have a general expectation that City will have provided records and documentation sufficient to support a determination by County to issue a citation. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.
7. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:
  - A. City shall be responsible for responding to Kansas Open Records Act (“KORA”) requests received by City. County shall be responsible for responding to KORA requests received by County.
  - B. When the County files a uniform complaint and notice to appear in County Codes Court and a defendant or a defendant’s legal counsel completes a discovery request, County would ultimately be responsible for completing the discovery request response, but would rely upon assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather and prepare to distribute to the defendant any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. County will also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant’s legal counsel.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and



termination shall become effective upon the non-terminating party's receipt of such notice of termination. Notice shall be sent to:

COUNTY: Director of Department of Health and  
Environment  
Health Services Building  
11875 S. Sunset Drive, Suite #300  
Olathe, KS 66061

and

Johnson County Legal Department  
Attn: Chief Counsel  
111 S. Cherry Street, Suite 3200  
Olathe, Kansas 66061

CITY: City of Lenexa, Kansas  
Attn: Rebecca Yocham, City Manager  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219

and

City of Lenexa, Kansas  
Attn: Sean McLaughlin, City Attorney  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219

9. The right of the County and the City to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County and the City shall at all times stay in conformity with such laws, and as a condition of this Agreement either party reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.
11. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.



12. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 9 of this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

JOHNSON COUNTY, KANSAS

CITY OF LENEXA, KANSAS

\_\_\_\_\_  
Ed Eilert, Chairman

\_\_\_\_\_  
Michael Boehm, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Counselor

\_\_\_\_\_  
Sean McLaughlin, City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Lynda Sader, Deputy County Clerk

\_\_\_\_\_  
Jennifer Martin, City Clerk



## JOHNSON COUNTY BOARD OF PUBLIC HEALTH ORDER NO. 002-20

\*\*\*\*\*

*Applicable within the entirety of Johnson County, Kansas*

This Public Health Order is issued by the Board of County Commissioners of Johnson County, Kansas, sitting as the County Board of Health, on November 13, 2020 and is effective the 16th day of November 2020, at 12:01 A.M. to slow the spread of COVID-19 in Johnson County, Kansas pursuant to the authority provided in K.S.A. 65-119 and other applicable laws or regulations.

The Board, sitting and acting as the County Board of Health, upon a motion duly made, seconded, and carried adopted the following Order, to-wit:

\*\*\*\*\*

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 10,110,000 cases of the illness and more than 238,000 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 5121-5207 (the “Stafford Act”)); and

WHEREAS, as of this date, in Kansas there have been 109,225 reported positive cases of COVID-19 spread among all 105 counties, including 1,215 deaths; and

WHEREAS, on March 19, 2020, the Board of County Commissioners of Johnson County issued a state of local disaster emergency declaration, which was renewed and extended on May 28, 2020, and which remains in place at the time of this Order; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and may result in serious illness or death; and

WHEREAS, COVID-19 has resulted in 18,407 reported positive cases of COVID-19 in Johnson County and the deaths of 239 Johnson County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Johnson County, Kansas; and

WHEREAS, to reduce the spread of COVID-19, measures that are recommended and considered effective by the Centers for Disease Control and Prevention (“CDC”) include, among



other measures, avoiding close contact with other people and covering one's mouth and nose with a cloth face cover when in public settings; and

WHEREAS, the increased spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Johnson County; and

WHEREAS, wearing a mask or other whole face covering in public venues reduces transmission of the virus, helps keep our businesses open and our economy running, and gets and keeps children in school; and

WHEREAS, the Kansas Governor's Executive Order 20-52, requiring the wearing of masks or other face coverings in public, remains in effect; and

WHEREAS, in general, large public gatherings lead to heightened risks of large-scale COVID-19 person-to-person transmission; and

WHEREAS, the intent of this Order is not to deprive any person or entity of any rights protected by the United States Constitution, the Kansas Constitution, or any other law, but merely to set forth restrictions which would best protect Johnson County residents against the community spread of COVID-19; and

WHEREAS, there are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of Executive Order 20-52 where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person; and

WHEREAS, both the number of positive cases and the percentage of individuals tested with positive test results within Johnson County have increased greatly and significantly in the past weeks; and

WHEREAS, the intensive care units at the largest hospitals and all schools within Johnson County are in imminent risk of incapacity; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of the County's responsibility to provide for and ensure the health, safety, security, and welfare of the people of Johnson County, requiring that masks or other face coverings be worn in public, limiting the size of public gatherings, ensuring physical distancing, and placing certain other restrictions on activities are all measures that can be taken to slow and reduce the spread of COVID-19.

NOW, THEREFORE, BE IT ORDERED by the Board of County Commissioners of Johnson County, Kansas, sitting and acting as the County Board of Health, that:

**Section I. Social Distancing and Public Gatherings Provisions.**

1. Individuals within a public space shall maintain 6 feet of physical distancing from other individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies. "Public space" means any indoor or outdoor space or area that is open to the public but does not include private residential property or private offices or workplaces that are not open to customers or public visitors.



2. Within a public space where a business or organization operates, such business or organization shall ensure that 6 feet of physical distancing is maintained between individuals and groups of individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies.

3. Exceptions to the 6 feet of physical distancing requirements stated within Sections I.1. and I.2. shall include:

a. Businesses and organizations that provide services that intrinsically require staff from the business or organization to be within less than 6 feet from one another or the customer, such as dentists, hair salons, barber shops, nail salons, chiropractors, massage services, tattoo parlors, medical services providers, and similar services, provided that staff wear protective face coverings as directed by Executive Order 20-52

b. Businesses where tasks completed by employees require such employees to work within 6 feet of one another.

c. While seated at a restaurant, bar, night club, or other business licensed to sell alcohol for on-premises consumption, individuals at the same table may be located within 6 feet of one another. However, there shall not be more than 8 individuals at any such table. Individuals seated in a bar area shall be located at least 6 feet from any other individuals seated in that area. Congregating of standing individuals in bar or waiting areas is prohibited. Also, all tables and individuals seated at a table shall be located at least 6 feet from any other tables and individuals seated at such tables.

d. Persons who have one or more physical barrier(s) between them and any other persons. "Physical barriers" shall be defined as a partition or wall at least 3' in height above the head of the persons so separated, and impervious to air circulation, e.g. a Plexiglas shield

4. Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, shall be limited to 50 total individuals or 50 percent of the capacity permitted under the applicable fire code, whichever is less, and subject to the requirement within Section I.1. and Section I.2. of this Order that individuals must maintain 6 feet of physical distance. In the absence of a capacity established under the applicable fire code, the mass gathering shall be limited to 50 total individuals, subject to individuals maintaining 6 feet of social distance pursuant to Section I.1. and Section I.2. of this Order. For purposes of defining mass gatherings, distinct buildings and distinct rooms shall be considered as distinct spaces. Any business or organization hosting or organizing a mass gathering (e.g. a conference) shall be responsible for ensuring individuals' compliance with the mass gathering and physical distancing requirements stated within this Order.

Activities within the following locations shall not be considered mass gatherings and shall not be subject to the above limitations on the number of individuals or percent of capacity:

- a. Restaurants;
- b. Bars, night clubs, and other businesses licensed to sell alcohol for on-premises consumption;
- c. Fitness centers and health clubs;
- d. Healthcare organizations; and
- e. Organizations providing funeral and burial services.



f. Retail stores

Businesses and organizations seeking to hold an event that is non-conforming to this section, such as a conference, wedding or other mass gathering in excess of the limit, shall submit a plan to the County specifying how they will ensure public safety during operations, in compliance with the other sections of this Order.

5. Outdoor and indoor entertainment venues with attendance in excess of 2,000 people may not host events for the duration of this Order.

6. The following are exempt from the mass gatherings limitations in Section I.4. of this Order, and are instead encouraged to maintain physical distancing as much as is feasible and to maintain 6 feet of physical distance between individuals who do not reside together, when feasible:

- a. Religious institutions and activities
- b. Election polling places;
- c. Licensed childcare facilities;
- d. Schools and activities within the purview of school's governing body; and
- e. Court facilities.

7. Masks or Other Face Coverings: Kansas Governor's Executive Order 20-52 regarding face coverings remains in effect.

**Section II. Provisions Specific to Certain Activities.**

1. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal services businesses where 6 feet of physical distancing is not feasible must only serve customers for pre-scheduled appointments or online or text message check-in.

2. Fitness centers and health clubs must close locker rooms, except for when a portion of a locker room may be necessary to remain open for use as restroom facilities.

3. Fairs, festivals, carnivals, parades, and other similar events shall not occur. Gatherings for the purpose of political protest are excluded; however, such gatherings must abide by Section I.2 above.

4. All bars, night clubs, restaurants or other businesses licensed to sell alcohol for on-premises consumption must abide by a curfew and close by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

5. All restaurants must cease all in-person dining and abide by a curfew to close such in-person dining areas by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

6. All recreational and youth organized sports tournaments, games, practices, and related events may still occur, but attendance shall be limited to a maximum of 2 attendees per participant and such activities shall remain subject to the physical distancing and mass gathering



provisions included within Section I of this Order. Collegiate sporting events and sporting events governed by Kansas State High School Activities Association and/or school boards are not subject to these provisions but are strongly encouraged to abide by them at a minimum.

7. If a business or organization has multiple distinct components that fit within different portions of this Order, each distinct component shall be required to fit the requirements of this Order that apply most specifically to such component of the business or organization.

**Section III. Lawful Order.** This Order is a lawfully issued order pursuant to K.S.A. 65-202 and K.S.A. 65-119(a) and is also a “public health directive” as identified within Section 9 of 2020 Special Session House Bill No. 2016. Individuals and organizations within Johnson County are required to comply with this Order.

**Section IV. Severability.** If any portion of this Order is found or determined to be invalid, such finding, or determination shall only affect the portion of the Order that is at issue and shall not affect the validity of the remainder of the Order.

**Section V. Effective Date; Conclusion.** This Order is effective at 12:01 A.M. on Monday, the 16th day of November 2020, and shall remain in effect through 11:59 P.M. on Sunday, the 31st day of January, 2021, unless it is amended, revoked, or replaced.


IT IS SO ORDERED THIS 13th day of November 2020.




BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

  
Ed Eilert, Chairman

ATTEST:

  
Lynda Sader  
Deputy County Clerk

APPROVED AS TO FORM:

  
Cynthia Dunham  
Interim Chief Counsel

FILED

NOV 13 2020

DEPUTY COUNTY CLERK  
JOHNSON COUNTY KANSAS



**RESOLUTION No. 108-20**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS TO ESTABLISH NONCOMPLIANCE WITH A JOHNSON COUNTY LOCAL HEALTH OFFICER ORDER IS A VIOLATION OF THE JOHNSON COUNTY CODE**

At a regular meeting of the Board of County Commissioners of Johnson County, Kansas held on Thursday, November 19, 2020, there came before the Board for consideration the matter of establishing that noncompliance with a Johnson County Local Health Officer Order or a Johnson County Board of Health Order is a violation of the Johnson County Code.

The Board, being fully advised and after thorough discussion and careful deliberation, upon a motion duly made, seconded and carried, adopted the following Resolution, to wit:

**WHEREAS**, pursuant to K.S.A. 19-101, *fourth*, the Board of County Commissioners has the power to do all acts in relation to the concerns of the County, necessary to the exercise of its corporate and administrative powers; and

**WHEREAS**, pursuant to K.S.A. 19-101, *fifth* and K.S.A. 19-101a, the Board of County Commissioners has the power to exercise the powers of home rule to determine local affairs and government, including performing all powers of local legislation and administration it deems appropriate; and

**WHEREAS**, pursuant to K.S.A. 19-101, *sixth*, the Board of County Commissioners has the power to exercise such other and further powers as may be especially conferred by law; and

**WHEREAS**, pursuant to K.S.A. 19-101c, the Kansas Legislature has stated that county home rule powers “shall be liberally construed for the purpose of giving to counties the largest measure of self-government”; and

**WHEREAS**, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers; and

**WHEREAS**, pursuant to K.S.A. 19-101d, such resolutions may be enforced by enjoining violations or prescribing penalties for violations by fine; and

**WHEREAS**, pursuant to K.S.A. 19-101d and K.S.A. 19-4701, *et seq.*, violations of Johnson County codes and resolutions may be prosecuted in the Johnson County Codes Court and violations incur fines pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX; and

**WHEREAS**, pursuant to K.S.A. 65-202, the Johnson County Local Health Officer “shall use all known measures to prevent the spread of any...infectious, contagious or communicable disease...”; and

**WHEREAS**, pursuant to K.S.A. 65-201, the Board of County Commissioners acts as the County Board of Health for Johnson County; and



**WHEREAS**, pursuant to K.S.A. 65-119, the Local Health Officer and the Board of Health are charged with exercising and maintaining supervision over infectious or contagious disease within Johnson County and are “empowered and authorized to prohibit public gatherings when necessary for the control of any and all infectious or contagious disease”; and

**WHEREAS**, the Board of County Commissioners desires to make noncompliance with an order of the Johnson County Local Health Officer or of the Board of Health a violation of the Johnson County Code.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Johnson County, Kansas, that the following regulations are hereby adopted:

**Section 1. Order of the Johnson County Local Health Officer.**

The Johnson County Local Health Officer, appointed by the Board of County Commissioners pursuant to K.S.A. 65-201, is vested with the statutory authority to issue orders to prevent the spread of infectious, contagious, and communicable diseases. When the Johnson County Local Health Officer issues an order to prevent the spread of an infectious, contagious, or communicable disease, businesses and organizations in Johnson County must comply with such order.

**Section 2. Order of the Johnson County Local Health Officer, as Amended by the Board of County Commissioners.**

In the event that an order issued by the Johnson County Local Health Officer, as described within Section 1 of this Resolution, has been amended by the Board of County Commissioners pursuant to K.S.A. 65-201 or K.S.A. 65-202, businesses and organizations in Johnson County must comply with such amended order.

**Section 3. Order of the County Board of Health.**

The County Board of Health is vested with the statutory authority to issue orders to prevent the spread of infectious, contagious, and communicable diseases. When the County Board of Health issues an order to prevent the spread of an infectious, contagious, or communicable disease, businesses and organizations in Johnson County must comply with such order.

**Section 4. Violation of an Order Issued by the Johnson County Local Health Officer or the County Board of Health; Penalty.**

Failure of a business or organization to comply with an order issued by the Johnson County Local Health Officer or the County Board of Health to prevent the spread of an infectious, contagious, or communicable disease shall be a violation of this Resolution. Violations of this Section shall be classified as Code Violation within Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX.

**Section 5. Violation of an Order Issued by the Johnson County Local Health Officer, as Amended by the Board of County Commissioners; Penalty.**

Failure of a business, or organization to comply with an order issued by the Johnson County Local Health Officer to prevent the spread of an infectious, contagious or communicable disease, as



amended by the Board of County Commissioners pursuant to K.S.A. 65-201 or K.S.A. 65-202, shall be a violation of this Resolution. Violations of this Section shall be classified as Code Violation within Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX.

#### **Section 6. Individuals Authorized to Enforce Resolution.**

Any individual identified as a "code enforcement officer", as defined Part II, Chapter II, Article IX, Section 2-732 of the Johnson County Code, shall be authorized to issue a uniform complaint and notice to appear for any businesses or organizations accused of violating this Resolution.

#### **Section 7. Jurisdiction.**

This Resolution shall be effective within the unincorporated area of Johnson County. This Resolution shall also be effective within any cities within Johnson County whose governing bodies have consented to such Resolution applying within their city's city limits and have entered into separate agreements with Johnson County providing for enforcement within their city limits.

#### **Sec. 8. Enforcement.**

A violation of any provision of this Resolution shall be a public infraction, punishable upon conviction by a fine in an amount not more than \$500.00 per offense, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX.

#### **Sec. 9. Effective Date.**


This is an ordinary home rule regulation and shall be effective upon its publication once in the county's official newspaper.



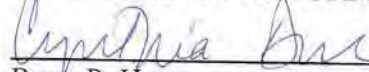
BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS

  
Ed Eilert, Chairman

ATTEST:

  
Lynda Sader  
Deputy County Clerk

APPROVED AS TO FORM:

  
Ryan P. Haga  
Assistant County Counselor

Approved 4-3 (SK  
MA  
MB)

FILED

NOV 19 2020

DEPUTY COUNTY CLERK  
JOHNSON COUNTY KANSAS