



## Agenda

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

**JUNE 20, 2023  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** June 6, 2023 City Council meeting draft minutes (located in the Appendix)

**MODIFICATION OF  
AGENDA**

**APPOINTMENT** Joe Karlin, Council President - July 1, 2023 through December 31, 2023

**PRESENTATIONS** FY 2022 Annual Comprehensive Financial Report – RubinBrown  
(Presentation and Single Audit located in the Appendix)

**CONSENT AGENDA** **Item Numbers 1 through 9**  
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 for maintenance
  - a. Acceptance of the Silverleaf, 1st Plat public improvements for maintenance

*This project constructed public street, storm, and streetlight improvements northeast of 95th Street & Monticello Road in the Silverleaf subdivision. The work was funded by private development.*

- b. Acceptance of the Timbers at Clear Creek, 8th Plat public improvements for maintenance

*This project constructed public street, storm, and streetlight improvements west of 91st Street & Clare Road in the Timbers at Clear Creek subdivision. The work was funded by private development.*

2. Bid award to Madewell Products Corporation for the purchase of a stormwater structure lining trailer and equipment for the Municipal Services Department

*City staff designed, built, and used a specialized piece of equipment to line stormwater structures to extend the life of the walls up to 10 years. That piece of equipment has reached the end of its useful life and needs to be replaced. Madewell Products Corporation submitted the lowest bid to replace it with a stormwater structure lining trailer and equipment for \$138,657.50.*

3. Resolution authorizing the sale, possession, and consumption of alcohol at the 2023 Food Truck Frenzy - Old Town Edition event

*The City will sponsor a Food Truck Frenzy - Old Town Edition event on July 15, 2023. The sale, possession, and consumption of alcohol at the event requires City Council approval, as well as designating the event's boundaries and identifying the public streets to be closed.*

4. Resolution approving Amendment No. 9 to the Cerner Health Connections Medical Services Agreement to renew the agreement to operate the LiveWell Health Center for an additional three years

*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 three years through December 31, 2026. The monthly fee will remain as current for 2024 and increase 5% per year in years 2025 and 2026, for a total of \$2,299,644.*

5. Resolution authorizing the Mayor to execute an Enterprise Software Licensing Agreement with Microsoft for enterprise software and support services

*This is a renewal of the City's agreement with Microsoft for enterprise software products such as Microsoft Office, Microsoft Exchange, and Microsoft 365. This is a three-year agreement, subject to annual appropriation, at a fixed rate of \$257,968.39 per year (\$773,905.17 total) based on current license volume.*

6. Resolution authorizing the Mayor to execute a Master Sales Agreement with

ConvergeOne, Inc. for Information Technology equipment and systems

*This Master Sales Agreement (MSA) is an update to the original MSA signed in 2011 with Alexander Open Systems (AOS). ConvergeOne, Inc. acquired AOS in 2019 and this agreement will update the terms and conditions for sales of hardware, third party software, installation services, etc.*

7. Resolution authorizing the Mayor to execute utility encroachment agreements with Evergy for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project

*The City will be constructing traffic signal and street lighting improvements within Evergy's overhead transmission line easements in the vicinity of Prairie Star Parkway & Lone Elm Road, which requires an encroachment agreement with Evergy.*

8. Consideration of a resolution and ordinance concerning property acquisition, a consulting services agreement, and a bid award related to the Pavement Reconstruction Program, Falcon Valley Drive between Prairie Star Parkway and Woodland Road Project

- a. Resolution declaring it necessary to appropriate private property for public improvements to Falcon Valley Drive
- b. Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for public improvements
- c. Authorize the Mayor to execute an engineering, inspection, and material testing supplemental agreement with Olsson Associates, Inc.
- d. Bid award to McConnell & Associates for the Project

*As part of the Pavement Reconstruction Project, the City is making certain public improvements to Falcon Valley Drive between Prairie Star Parkway and Woodland Road ("Project") including providing pedestrian access along both sides of Falcon Valley Drive. The proposed resolution declares it necessary to appropriate private property for the pedestrian access included in the Project and the proposed ordinance authorizes the acquisition of private property by condemnation. The Project consists of pavement removal and replacement, subgrade modifications, underdrain installation, sidewalk placement on one side of the roadway, sidewalk and curb and gutter spot replacement, and streetlight upgrades. McConnell & Associates bid 3,360,700.18 for the construction contract, and the City negotiated a supplement agreement in the amount of*

*\$208,199 with Olsson Associates, Inc. for engineering, inspection, and material testing services.*

9. Ordinance adjusting special assessments on property in the City Center North Street Extension Special Benefit District

*The City established the City Center North Street Extension Special Benefit District (SBD) to construct stormwater improvements with a maximum cost of \$7.8 million. The City subsequently approved Ordinance 5844 levying the maximum amount of the special assessments. The improvements are substantially complete and the City is planning to issue its special obligation bonds for the improvements in 2023. The final cost for the project was \$6.83 million and the proposed ordinance will adjust the special assessments levied on the property within the SBD.*

## END OF CONSENT AGENDA

### BOARD RECOMMENDATIONS

10. Approval of a preliminary plan for a retail and daycare use for Canyon Creek Commercial located at the southwest corner of Prairie Star Parkway & Shady Bend Road in the CP-1 Planned Neighborhood Commercial Zoning District

*The applicant proposes a neighborhood commercial center at the southwest corner of Prairie Star Parkway & Shady Bend Road. This site was zoned CP-1 in late 2001 as part of a conceptual development known as Canyon Creek. The proposed commercial center is 4.21 acres and contains three buildings totaling 24,085 square feet of floor area.*

11. Consideration of a rezoning and companion preliminary/final plan for an entertainment, indoor use known as The Mint and office uses, located at 12345 W. 95th Street

- a. Ordinance rezoning property from the CP-O, Planned Neighborhood Office, and the CP-3, Planned Regional Commercial, Zoning Districts to the CP-1, Planned Neighborhood Commercial Zoning District

- b. Approval of a companion preliminary/final plan for The Mint

*The applicant is requesting approval to rezone the property located at 12345 W. 95th Street from CP-O, Planned Neighborhood Office, and CP-3, Planned Regional Commercial, Zoning Districts to the CP-1, Planned Neighborhood Commercial District, and approval of a companion*

*preliminary/final plan for an entertainment, indoor use known as The Mint.*

12. Ordinance approving a one-year special use permit for a Daycare, general use for an in-home daycare known as Sarah's Busy Bees located at 8909 Park Street within the R-1, Residential Single-Family (Low-Density) Zoning District

*The applicant has operated an in-home daycare for up to six children since 2018 and is requesting approval of a special use permit to expand her daycare up to 12 children at 8909 Park Street.*

## **PUBLIC HEARINGS**

13. Consideration of establishing the Central Green MXD Community Improvement District in City Center North
  - a. Conduct a public hearing
  - b. Ordinance establishing the Central Green MXD Community Improvement District
  - c. Resolution adopting the CID Development Agreement with Central Green MXD, LLC

*The proposed CID includes the Central Green MXD mixed-use project area located at the northeast corner of 87th Street & Penrose Lane. The CID revenues generated from the mixed-use project will be used for approved CID costs associated with the project.*

**NEW BUSINESS** None

## **COUNCILMEMBER REPORTS**

## **STAFF REPORTS**

14. Pavement Reconstruction Program, Falcon Valley between Prairie Star Parkway and Woodland Road Project update

**END OF RECORDED SESSION**

**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.

**EXECUTIVE SESSION**

15. Discuss potential litigation with the City's attorney subject to attorney-client privilege (K.S.A. 75-4319(b)(2))

**EXECUTIVE SESSION**

16. Discuss security measures associated with the City's communication and information systems (K.S.A. 75-4319(b)(12))

**ADJOURN**

**APPENDIX**

17. June 6, 2023 City Council meeting draft minutes
18. FY2022 Audit and Annual Comprehensive Financial Report Presentation
19. FY2022 Single Audit Report
20. Item 6 -- ConvergeOne Master Sales Agreement
21. Item 7 -- Evergy Encroachment Agreements
22. Item 8 -- Falcon Valley Drive Project Ordinance
23. Item 8 -- Olsson Associates Agreement
24. Item 14 -- Pavement Reconstruction Program Presentation

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



**ITEM 1a**

**SUBJECT:** Acceptance of the Silverleaf, 1st Plat public improvements for maintenance  
**CONTACT:** Tim Green, Deputy Community Development Director  
**DATE:** June 20, 2023

**ACTION NEEDED:**  
Accept the Silverleaf, 1st Plat public improvements for maintenance.

**PROJECT BACKGROUND/DESCRIPTION:**  
This project constructed public street, storm, and streetlight improvements related to the Silverleaf, 1st Plat subdivision.

Staff performed a final inspection on May 23, 2023 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 on June 20, 2023 and will expire on June 20, 2025.

The contractor was Prime Development Land Company.

Total lane miles:	1.27 miles
Total statute miles:	0.64 miles
Pipe length:	2,193 linear feet

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**  
This project was funded by private development.

**STAFF RECOMMENDATION:**  
Acceptance for maintenance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Integrated Infrastructure & Transportation

**Guiding Principles**  
Strategic Community Investment

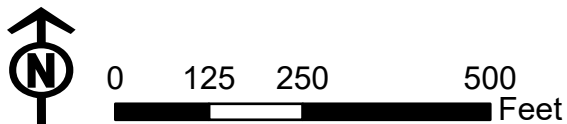
**ATTACHMENTS**  
1. Map



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Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

# Silverleaf, 1st Plat Public Improvements







**ITEM 1b**

**SUBJECT:** Acceptance of the Timbers at Clear Creek, 8th Plat public improvements for maintenance  
**CONTACT:** Tim Green, Deputy Community Development Director  
**DATE:** June 20, 2023

**ACTION NEEDED:**  
Accept the Timbers at Clear Creek, 8th Plat public improvements for maintenance.

**PROJECT BACKGROUND/DESCRIPTION:**  
This project constructed public street, storm, and streetlight improvements related to the Timbers at Clear Creek, 8th Plat subdivision.

Staff performed a final inspection on June 5, 2023 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 on June 20, 2023 and will expire on June 20, 2025.

The contractor was Hayes Brothers Construction.

Total lane miles:	1.17 miles
Total statute miles:	0.58 miles
Pipe length:	1,699 linear feet

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**  
This project was funded by private development.

**STAFF RECOMMENDATION:**  
Acceptance for maintenance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

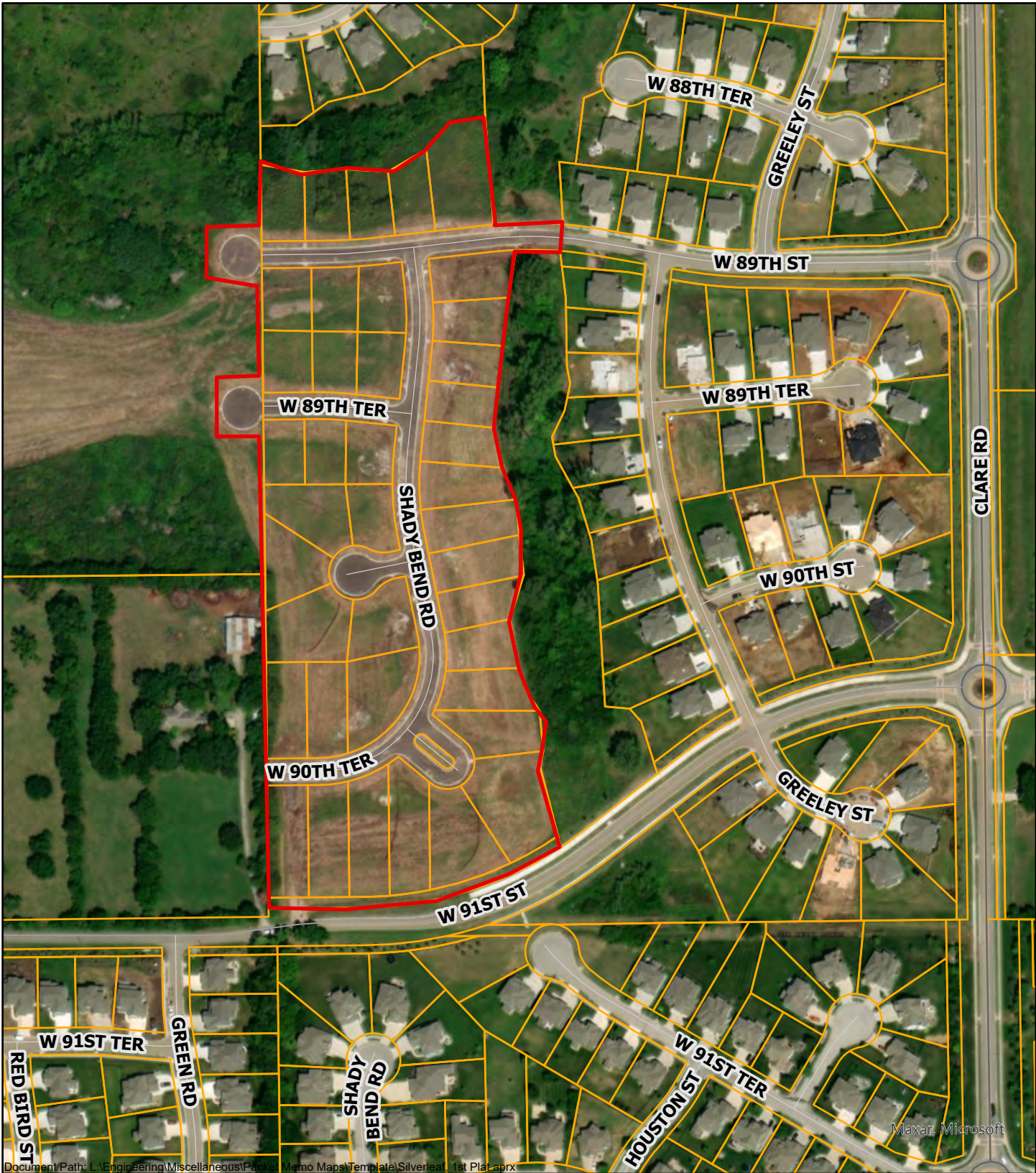
Integrated Infrastructure & Transportation

**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

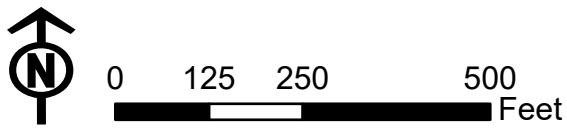
1. Map



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Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

# The Timbers at Clear Creek, 8th Plat Public Improvements





**ITEM 2**

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**SUBJECT:** Bid award to Madewell Products Corporation for the purchase of a stormwater structure lining trailer and equipment for the Municipal Services Department

**CONTACT:** Nick Arena, Director of Municipal Services

**DATE:** June 20, 2023

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**ACTION NEEDED:**

Award a bid to Madewell Products Corporation for the purchase of a stormwater structure lining trailer and equipment for the Municipal Services Department.

**PROJECT BACKGROUND/DESCRIPTION:**

The Stormwater Division rehabilitates old block and brick stormwater structures using a process that lines them with a cementitious material that is sprayed onto the walls, creating a new wall surface. This lining has been found to extend the life of the stormwater box by 10 years and provides additional structure to the walls. There are approximately 979 stormwater box structures in the city that are made out of brick or block and staff plans to line 70 of them in 2023.

Stormwater staff designed and built the specialized piece of equipment used to perform this work, which mixes, pumps, and sprays the cement lining. This equipment has outlived its useful life and needs to be replaced. Performing box lining in-house results in significant cost savings when compared to contracting out this work, which allows more boxes and pipes to be lined. City staff has lined 256 structures since the program began in 2015.

Bids were opened on April 11, 2023. Madewell Products Corporation submitted the only bid in the amount of \$138,657.50. Although this bid is over the budgeted \$100,000, staff believes it is in the best interest of the City to accept this bid as this equipment is specialized and very few companies sell it.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This equipment purchase was funded as part of the 2023 Stormwater operating budget before supply chain and inflation impacted the cost. The original budget was \$100,000; however, this equipment is very specialized with very few dealers carrying or companies selling it. There are sufficient funds in the operating budget for this purchase of \$138,657.50.

**STAFF RECOMMENDATION:**

Award the bid.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Superior Quality Services  
Sustainable Policies and Practices

**ATTACHMENTS**

1. Exhibit

## Stormwater Structure Lining Trailer and Equipment





**ITEM 3**

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**SUBJECT:** Resolution authorizing the sale, possession, and consumption of alcohol at the 2023 Food Truck Frenzy - Old Town Edition event

**CONTACT:** Mike Nolan, Assistant City Manager  
Steven Shrout, Assistant City Attorney

**DATE:** June 20, 2023

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**ACTION NEEDED:**

Adopt a resolution authorizing the sale, possession, and consumption of alcohol at the 2023 Food Truck Frenzy - Old Town Edition event.

**PROJECT BACKGROUND/DESCRIPTION:**

The City will host a Food Truck Frenzy event on July 15, 2023 in Old Town Lenexa. The boundary of the event includes a portion of Santa Fe Trail Drive from Pflumm Road to 92nd Street, which will be closed to vehicular traffic.

Pursuant to Kansas law, alcohol may only be consumed on public streets, alleys, roads, sidewalks, or highways if the local governing body has approved the event by resolution and authorized the closure of any applicable streets. A temporary permit for the sale of alcoholic liquor must be issued to each person or organization intending to sell alcoholic liquor at the event. The City intends to contract with Jerry's Bait Shop to provide and sell alcoholic beverages at the event.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Inviting Places

**Guiding Principles**  
Extraordinary Community Pride

**ATTACHMENTS**

1. Resolution

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

**A RESOLUTION AUTHORIZING THE SALE, POSSESSION, AND CONSUMPTION OF ALCOHOL AT THE FOOD TRUCK FRENZY – OLD TOWN EDITION EVENT.**

WHEREAS, the Food Truck Frenzy – Old Town Edition event (“Food Truck Frenzy”) will take place Saturday, July 15, 2023 in Old Town Lenexa; and

WHEREAS, the City intends for Mike Rounkles LLC d/b/a “Jerry’s Bait Shop” to provide and sell alcohol at the Food Truck Frenzy for consumption on the premises, including consumption on certain public streets, roads and sidewalks closed to vehicular traffic; and

WHEREAS, pursuant to K.S.A. 41-719, alcohol may be consumed on public streets, alleys, roads, sidewalks or highways as part of an event, so long as a temporary permit for the sale of alcoholic liquor has been issued by the State and the local governing body has approved the event and authorized the closure of any applicable streets to vehicular traffic during the special event; and

WHEREAS, in accordance with K.S.A. 41-719, the City desires to close certain streets, alleys, roads and sidewalks within the boundaries depicted on Exhibit A, attached hereto and incorporated herein by reference, to vehicular traffic and to allow the consumption of alcohol within said boundaries during the Food Truck Frenzy.

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

**SECTION ONE:** In accordance with K.S.A. 41-719, the Governing Body hereby authorizes the consumption of alcoholic liquor on public streets, alleys, roads, sidewalks or highways that are closed to vehicular traffic as part of the Food Truck Frenzy – Old Town Edition event.

**SECTION TWO:** The Governing Body hereby authorizes Mike Rounkles LLC d/b/a “Jerry’s Bait Shop” to provide and sell alcohol at the Food Truck Frenzy – Old Town Edition event, provided Mike Rounkles, LLC d/b/a/ “Jerry’s Bait Shop” first obtains a temporary permit for the sale of alcoholic liquor from the State of Kansas, Division of Alcoholic Beverage Control.

**SECTION THREE:** The Governing Body hereby authorizes the closure of the following street to vehicular traffic during the Food Truck Frenzy – Old Town Edition event:

- Santa Fe Trail Drive from Pflumm Road to 92<sup>nd</sup> Street, including the parking lot, as depicted in Exhibit A attached hereto and incorporated herein by reference.

The street is anticipated to close at 12:30 p.m. on Saturday, July 15, 2023 and re-open at 9:00 p.m. on Saturday, July 15, 2023.

**SECTION FOUR:** The boundaries of the Food Truck Frenzy – Old Town Edition event, within which alcoholic liquor may be possessed or consumed, shall be as designated on the attached Exhibit A. The Community Development Director or designee will mark the boundaries of the approved event area by signs, a posted map, or other means that will reasonably identify the area in which alcoholic liquor may be possessed or consumed.

**ADOPTED** by the City Council June 20, 2023.

**SIGNED** by the Mayor June 20, 2023.

CITY OF LENEXA, KANSAS

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

ATTEST:

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


APPROVED AS TO FORM:


\_\_\_\_\_  
Steven D. Shrout, Assistant City Attorney





**Exhibit A – Food Truck Frenzy – Old Town**  
 Saturday, July 15, 2023



 Road Closures:  
 Old Town Parking Lot  
 – 12:30p-9p  
 SFTD – 12:30p-9p

 Jerry's Beer  
 Tent Serving  
 4:00p to 8:00p

 Band Stage  
 Band plays 4p-  
 8p

 Food Trucks



**ITEM 4**

**SUBJECT:** Resolution approving Amendment No. 9 to the Cerner Health Connections Medical Services Agreement to renew the agreement to operate the LiveWell Health Center for an additional three years

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

**DATE:** June 20, 2023

**ACTION NEEDED:**

Adopt a resolution approving Amendment No. 9 to the Cerner Health Connections Medical Services Agreement to renew the agreement to operate the LiveWell Health Center for an additional three years.

**PROJECT BACKGROUND/DESCRIPTION:**

All full- and part-time City employees and dependents who are covered by the City's medical plan have access to the LiveWell Health Center. Cerner Health Connections, Inc. ("Cerner") currently operates the health center under a three-year agreement originally approved by City Council on August 16, 2013 and last amended to extend through December 31, 2023. Amendment No. 9 to the original medical services agreement will renew the agreement for an additional three years, from January 1, 2024 through December 31, 2026.

Marathon Health ("Marathon") is intending to acquire Cerner later this summer in an asset acquisition. Marathon will acquire all of Cerner's rights and liabilities as of the date of acquisition, and the City has been informed that Marathon intends to honor all contractual obligations existing on the date of acquisition, including this Amendment. As a result of this impending acquisition and the uncertainty of its effects on rates, staff believes it is advantageous to secure these preferential rates for an additional three years at this time.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The monthly fee to be paid to Cerner Health Connections, Inc. to operate the LiveWell Health Center will remain as current for 2024 and increase 5% per year in years 2025 and 2026.

Year	Monthly fee	Annual total fee
2024	\$60,789	\$729,468
2025	\$63,828	\$765,936
2026	\$67,020	\$804,240
<b>TOTAL 2024-2026</b>		<b>\$2,299,644</b>

These fees are paid from the City's Health Care Fund.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Healthy People

**Guiding Principles**  
Values-based Organizational Culture

**ATTACHMENTS**

1. Amendment
2. Resolution



## AMENDMENT NO. 9

This **Amendment No. 9** to the Cerner Health Connections Medical Services Agreement, dated August 16, 2013 (the "**Agreement**") between Cerner Health Connections, Inc. ("**Cerner**"), a Delaware corporation with its principal place of business at 8779 Hillcrest Road, Kansas City, MO 64138, and City of Lenexa KS ("**Client**"), a Kansas Corporation with its principal place of business at 12350 W. 87th Street Parkway, Lenexa, KS 66215-2882, is effective as of June 20, 2023 ("**Amendment No. 9 Effective Date**").

WITNESSETH:

WHEREAS, the parties hereto wish to amend the Agreement, in certain respects,

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

1. Beginning January 1, 2024, the parties agree to renew the Agreement for an additional 36 months utilizing the staffing table set forth below:

Staffing	FTE
Supervising Physician is Included	0.1
NP/PA	0.9
Registered Nurse (RN)	1.0
Medical Assistant (MA)	1.0
Physical Therapist (PT)	0.6
<b>Total Staffing</b>	<b>3.6</b>

2. Beginning January 1, 2024, the parties agree to renew the Monthly Fee in the Agreement for an additional 36 months at the rates set forth below:

Coverage Period	Monthly Fee
January 1, 2024 - December 31, 2024	\$60,789
January 1, 2025 - December 31, 2025	\$63,828
January 1, 2026 - December 31, 2026	\$67,020

In all other respects, the Ordering Documents and the Agreement of which they are a part remain unchanged.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 9 as of the Amendment No. 9 Effective Date.

**CITY OF LENEXA KS**By: \_\_\_\_\_  
(signature)\_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_  
(if applicable)**CERNER HEALTH CONNECTIONS, INC.**

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

\_\_\_\_\_  
Teresa WallerTitle: \_\_\_\_\_  
Sr. Director, Contract Management

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 9 TO THE CERNER HEALTH CONNECTIONS MEDICAL SERVICES AGREEMENT BETWEEN THE CITY AND CERNER HEALTH CONNECTIONS, INC.**

WHEREAS, Cerner Health Connections, Inc. (“Cerner”) currently operates the City’s LiveWell Health Center (the “Clinic”) pursuant to the terms set forth in the Cerner Health Connections Medical Services Agreement (the “Agreement”) and all amendments; and

WHEREAS, Cerner and the City desire to renew the Agreement for an additional thirty-six (36) months, with updated staffing services and fees through 2026; and

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

SECTION ONE: The City Council hereby approves and authorizes the Mayor to execute Amendment No. 9 to the Cerner Health Connections Medical Services Agreement, which document is attached as Exhibit A and incorporated herein by reference and is effective as of June 20, 2023.

SECTION TWO: This Resolution shall become effective upon adoption and execution by the Mayor.

ADOPTED by the City Council this 20<sup>th</sup> day of June, 2023.

SIGNED by the Mayor this 20<sup>th</sup> day of June, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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MacKenzie C. Harvison, Deputy City Attorney



**ITEM 5**

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**SUBJECT:** Resolution authorizing the Mayor to execute an Enterprise Software Licensing Agreement with Microsoft for enterprise software and support services

**CONTACT:** Jerry Swingle, Director of Information Technology

**DATE:** June 20, 2023

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**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute an Enterprise Software Licensing Agreement with Microsoft for enterprise software and support services.

**PROJECT BACKGROUND/DESCRIPTION:**

Every three years, the City renews its Enterprise Software Licensing Agreement with Microsoft for enterprise software and support. This agreement covers essential software like Microsoft Office, Microsoft Exchange, and Microsoft 365, which are used on workstations and servers throughout the city. The agreement sets forth the cost per license for each of the covered products and allows the City to add licenses as needed throughout the three-year term and drop licenses annually, if necessary.

This agreement is exempt from the formal selection process set forth in the Purchasing Policy because it is an ongoing licensing agreement. Microsoft does not negotiate enterprise agreements directly with customers and utilizes third party vendors. The City obtained a favorable quote directly from Dell Technologies below the standard contract pricing provided for in the Dell Midwestern Higher Education Compact (MHEC) Master Agreement, a national cooperative purchasing agreement. The terms and conditions of the software licensing agreement are non-negotiable, but the City has the ability to terminate the agreement for failure to appropriate funds. The term of this three-year agreement starts July 1, 2023 and ends on June 30, 2026.

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

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Based on the current volume of licenses, the cost is \$257,968.39 per year (\$773,905.17 total). The funds for this purchase have been provided for in the City's annual budget process and will be funded from the IT Department budget in the General Fund.

**STAFF RECOMMENDATION:**

Adoption of the resolution.



**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

**Guiding Principles**

Superior Quality Services  
Prudent Financial Management

**ATTACHMENTS**

1. Resolution

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENTERPRISE SOFTWARE LICENSING AGREEMENT WITH MICROSOFT FOR ENTERPRISE SOFTWARE AND SUPPORT SERVICES.**

**WHEREAS**, every three years, the City renews its enterprise software licensing agreement with Microsoft for enterprise software and support; and

**WHEREAS**, this agreement covers essential software like Microsoft Office, Microsoft Exchange, and Microsoft 365, which are used on workstations and servers throughout the City; and

**WHEREAS**, the agreement sets forth the cost per license for each of the covered products and allows the City to add licenses as needed throughout the three-year term and drop licenses annually if necessary; and

**WHEREAS**, this agreement is exempt from the formal selection process set forth in the Purchasing Policy because it is an ongoing licensing agreement; and

**WHEREAS**, Microsoft utilizes authorized re-sellers for software licensing; and

**WHEREAS**, the City obtained a favorable quote directly from Dell Technologies below the standard contract pricing provided for in the Dell Midwestern Higher Education Compact (MHEC) Master Agreement (C000000979569), a national cooperative purchasing agreement; and

**WHEREAS**, the terms and conditions of the software licensing agreement are non-negotiable, but the City has the ability to terminate the agreement for failure to appropriate funds; and

**WHEREAS**, the parties desire to execute a new 36-month enterprise software licensing agreement for enterprise software and support services between the City and Microsoft.

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

**SECTION ONE**: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute a new 36-month enterprise software licensing agreement for enterprise software and support services between the City and Microsoft. The Amendment is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION TWO**: This Resolution shall become effective upon passage.

ADOPTED by the City Council June 20, 2023.

SIGNED by the Mayor June 20, 2023.

CITY OF LENEXA, KANSAS

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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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Spencer L. Throssell, Assistant City Attorney



**ITEM 6**

**SUBJECT:** Resolution authorizing the Mayor to execute a Master Sales Agreement with ConvergeOne, Inc. for Information Technology equipment and systems

**CONTACT:** Jerry Swingle, Director of Information Technology

**DATE:** June 20, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute the Master Sales Agreement (MSA) with ConvergeOne, Inc. ("ConvergeOne") for Information Technology (IT) equipment and systems.

**PROJECT BACKGROUND/DESCRIPTION:**

In 2011, the City entered into a MSA with Alexander Open Systems, Inc. (AOS) and in 2019 ConvergeOne acquired AOS. At the request of ConvergeOne, this updated MSA will reflect the name change and updated terms and conditions for future IT purchases. ConvergeOne has been a long-term partner providing hardware, software, and installation services for IT equipment and systems.

The MSA serves as a foundation for future sales agreements and simplifies the negotiation process for subsequent transactions for the purchase of hardware, software, and installation services of IT equipment and systems. The MSA sets forth the general terms and conditions that will apply to all future transactions, streamlining the purchasing process.

**STAFF RECOMMENDATION:**

Adoption of the resolution

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

**Guiding Principles**

Prudent Financial Management  
Superior Quality Services

**ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED MASTER SALES AGREEMENT (“AMENDED MSA”) BETWEEN THE CITY AND CONVERGEONE, INC. (FORMERLY ALEXANDER OPEN SYSTEMS, INC.) (“CONVERGEONE”).**

**WHEREAS**, in 2011, the City entered into a Master Sales Agreement (“MSA”) with Alexander Open Systems, Inc. (“AOS”); and

**WHEREAS**, in February 2019, ConvergeOne purchased AOS and assumed the rights and performance obligations contained in the MSA between AOS and the City; and

**WHEREAS**, an amended MSA would benefit both the City and ConvergeOne by reflecting the name change and setting forth the general terms and conditions that will apply to all future transactions; and

**WHEREAS**, ConvergeOne has been a long-term partner providing hardware, software, and installation services for the City; and

**WHEREAS**, the amended MSA would serve as a foundation for future sales agreements and simplify the negotiation process for subsequent transactions between the City and ConvergeOne, streamlining the process; and

**WHEREAS**, the parties desire to execute an amended MSA between the City and ConvergeOne.

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

**SECTION ONE**: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute an amended MSA with ConvergeOne, Inc.. The Amendment is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION TWO**: This Resolution shall become effective upon passage.

ADOPTED by the City Council June 20, 2023.

SIGNED by the Mayor June 20, 2023.

CITY OF LENEXA, KANSAS

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

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Spencer L. Throssell, Assistant City Attorney



**ITEM 7**

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**SUBJECT:** Resolution authorizing the Mayor to execute utility encroachment agreements with Evergy for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project

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

**DATE:** June 20, 2023

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**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute encroachment agreements with Evergy for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project ("Project").

**PROJECT BACKGROUND/DESCRIPTION:**

The City has received numerous requests over the years for the installation of a traffic signal at the Prairie Star Parkway & Lone Elm Road intersection due to increased traffic in the area. The proposed project will include:

- installation of a traffic signal;
- modifications to the median islands;
- modifications to the curblines on the southeast corner of the intersection;
- pedestrian access improvements; and
- replacement of the residential post-top streetlights on Lone Elm Road from Prairie Star Parkway to 96th Street.

Evergy has drafted two encroachment agreements for the City to execute. These agreements will enable the City's contractor to work within Evergy's overhead transmission line easements for the construction of the Project.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The project is budgeted in the 2023-2027 Capital Improvement Program (Project No. 60121) in the amount of \$973,300. There is no cost to Lenexa for the encroachment agreements.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

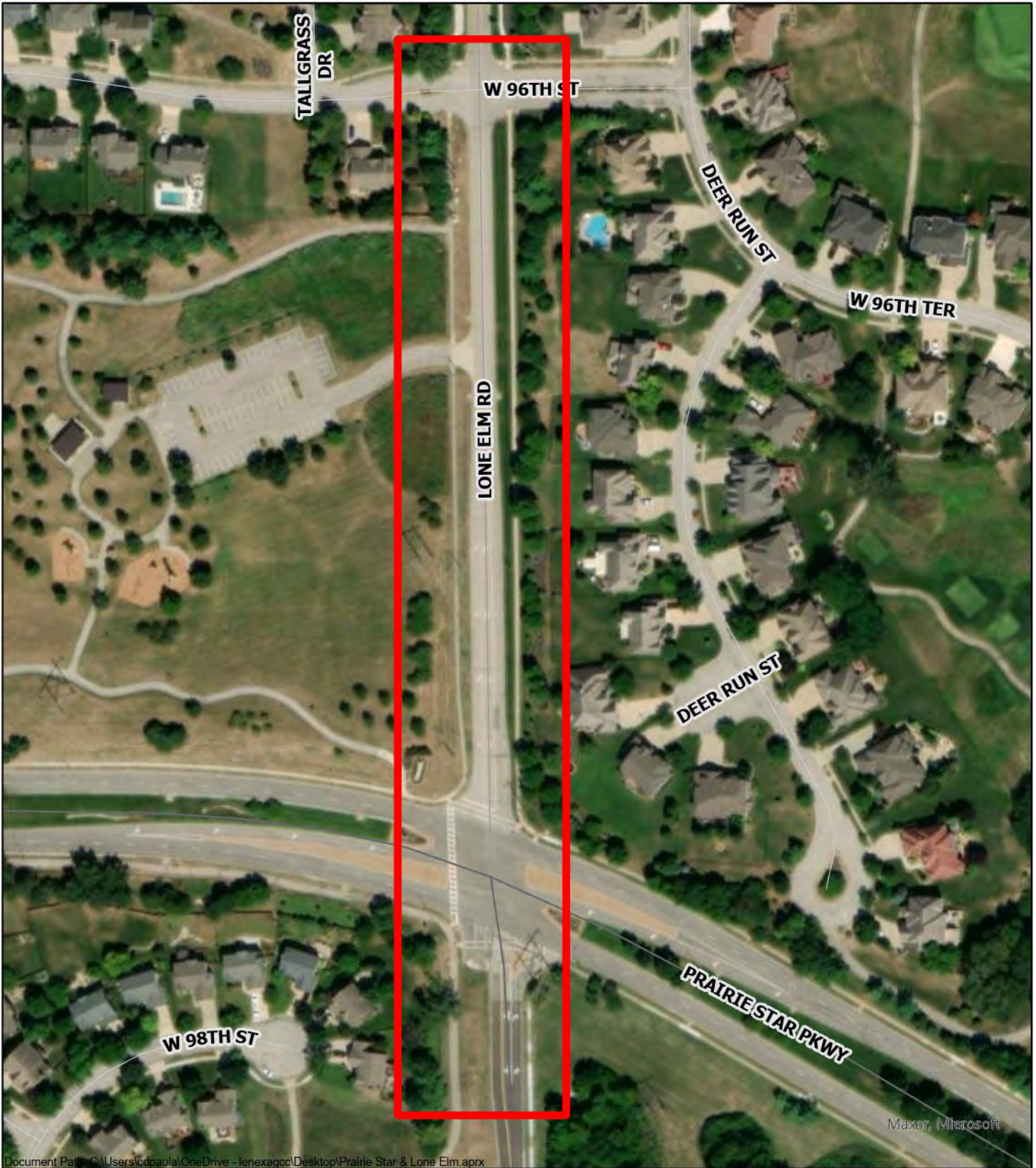
**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

1. Map
2. Resolution
3. Agreements located in the Appendix





Document Path: C:\Users\cdpaula\OneDrive - lenexagcc\Desktop\Prairie Star & Lone Elm.aprx

Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

# Prairie Star Parkway & Lone Elm Road Intersection Improvements Project



RESOLUTION NO. 2023 - \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN EVERGY (“EVERGY”) AND THE CITY OF LENEXA FOR WORK ASSOCIATED WITH THE PRAIRIE STAR PARKWAY AND LONE ELM ROAD INTERSECTION IMPROVEMENTS PROJECT.**

WHEREAS, Evergy is the owner of an easement containing electrical facilities located near the intersection of Prairie Star Parkway and Lone Elm Road; and

WHEREAS, as part of the construction of the Prairie Star Parkway and Lone Elm Road Intersection Improvements Project the City needs in order to enable the City’s contractor to work within Evergy’s overhead transmission line easements for the construction of the improvements, including, but not limited to, a traffic signal, modifications to median islands, modifications to the curb line, pedestrian access improvements, and replacement of post-top streetlights; and

WHEREAS, The City and Evergy have reached agreement regarding the conditions upon which Evergy will permit encroachment into its easement for said construction and desire to enter into two separate encroachment agreements to evidence those understandings.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize the Mayor to execute the Encroachment Agreements with Evergy, in substantially the same form as attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

SECTION TWO: This Resolution shall take effect immediately after its adoption.

ADOPTED by the Lenexa City Council this 20th day of June, 2023.

SIGNED by the Mayor this 20th day of June, 2023.

CITY OF LENEXA, KANSAS

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

Attest:

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

Approved As To Form:

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Steven D. Shrout, Assistant City Attorney



**ITEM 8**

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**SUBJECT:** Consideration of a resolution and ordinance concerning property acquisition, a consulting services agreement, and a bid award related to the Pavement Reconstruction Program, Falcon Valley Drive between Prairie Star Parkway and Woodland Road Project

**CONTACT:** Nick Arena, Director of Municipal Services  
Cody Wilbers, Assistant Municipal Services Director

**DATE:** June 20, 2023

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**ACTION NEEDED:**

- a. Adopt a resolution declaring it necessary to appropriate private property for public improvements to Falcon Valley Drive between Prairie Star Parkway and Woodland Road Project as part of the Pavement Reconstruction Program ("Project");
- b. Pass an ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for public improvements for the Project;
- c. Approve and authorize the Mayor to execute an engineering, inspection, and material testing contract/supplemental agreement with Olsson Associates, Inc. ("Olsson"); and
- d. Award a bid to McConnell & Associates for the Project.

**PROJECT BACKGROUND/DESCRIPTION:**

As part of the Pavement Reconstruction Program, the City is making major improvements to Falcon Valley Drive between Prairie Star Parkway and Woodland Road. The Project consists of complete pavement reconstruction, underdrain installation, spot replacement of existing curbs, gutters, sidewalks, and streetlight upgrades. Additionally, the Project includes installing new sidewalks along Falcon Valley Drive where none existed before - as is typical for a Complete Streets collector roadway design. A total of 3.17 lane-miles of roadway will be reconstructed as part of the Project.

The proposed resolution is the first step in acquiring easements for the Project. The City must acquire easements from the property owners adjacent to the Project area for the additional sidewalk along Falcon Valley Drive. This resolution declares it necessary to appropriate private property for the Project and empowers the Municipal Services Director, or their designee, to approve offers, negotiate for the acquisition of such private property, and enter into agreements accomplishing such acquisition, provided there is sufficient funding available in the approved Project's budget to accomplish the same. This provision affirms the standard practice by which Municipal Services staff makes all reasonable attempts to settle with property owners outside of condemnation.

Staff is also moving forward with the proposed condemnation ordinance to prevent any unnecessary delay in the timeline of the Project if the negotiations for the acquisition of easements fail. The proposed ordinance authorizes the use of eminent domain in accordance with the Eminent Domain Procedure Act to

condemn all lands and interests described in the ordinance in order to construct the Project. If condemnation is required because negotiations with property owners fail, the condemnation proceedings will take approximately 90 days. The City retained Orrick and Erskine as outside counsel for acquisition services for this Project.

Staff has also negotiated a supplemental agreement with Olsson in the amount of \$208,199 for engineering, inspection, and material testing services. Olsson was chosen through a qualifications-based selection process to assist with the Pavement Reconstruction Program and complete the final design of the Project.

Bids were opened June 14, 2023, with the following results:

Engineer's Estimate	\$3,057,213.50
<b>McConnell &amp; Associates*</b>	<b>\$3,360,700.18</b>
VFA Builders	\$3,410,690.94
Amino Brothers Co., Inc.	\$3,661,770.48
McAnany Construction	\$3,764,264.26
Mega KC	\$4,120,980.00

\*low bidder

All bids exceeded the engineer's estimate. However, the City Engineer has reviewed bids and believes it is in the best interest of the City to award the Project to McConnell & Associates. Upon review of the bids, the Engineer's Estimate did not properly consider costs associated with removals, curb and gutter, aggregate base, and streetlights. Staff has worked with McConnell & Associates in the past and determined they are qualified to perform the work.

**STAFF RECOMMENDATION:**

Adoption of the resolution, passage of the ordinance, approval of the agreement, and award of the bid.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Healthy People

Integrated Infrastructure & Transportation

**Guiding Principles**

Superior Quality Services

Strategic Community Investment

**ATTACHMENTS**

1. Exhibit
2. Resolution
3. Ordinance located in the Appendix
4. Olsson Agreement located in the Appendix

# Falcon Valley Drive Project Summary

- PCI Rating: Poor
- Total Project Costs: \$3,900,000
- Planned Improvements:
  - Fully reconstruct subgrade and asphalt pavement.
  - Install underdrains where needed.
  - Construct 5' sidewalks where needed.
  - Improve street lighting to current standards



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

**A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF LENEXA, KANSAS FOR CONSTRUCTION OF THE FALCON VALLEY DRIVE, WOODLAND ROAD TO PRAIRIE STAR PARKWAY PAVEMENT RECONSTRUCTION PROJECT.**

**WHEREAS**, the City of Lenexa, Kansas does hereby authorize and direct the following described improvement:

Construction of the Falcon Valley Drive, Woodland Road to Prairie Star Parkway Pavement Reconstruction Project

**WHEREAS**, it is necessary to acquire private property for the construction of the improvements.

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

**SECTION ONE:** It is hereby declared necessary to acquire private property for the use of the City of Lenexa, Kansas, for the following described improvements:

Construction of the Falcon Valley Drive, Woodland Road to Prairie Star Parkway Pavement Reconstruction Project.

**SECTION TWO:** It is hereby authorized and directed that a survey and description of the lands or interests therein to be acquired be made by the City Engineering staff and filed with the City Clerk of the City of Lenexa, Kansas.

**SECTION THREE:** The Municipal Services Director, or his designee, is hereby empowered to negotiate and approve offers for the acquisition of such private property and to enter into agreements accomplishing such acquisition, whose value does not exceed his authorization under the City's purchasing policy; and the City Manager, or her designee, is authorized to enter into all other agreements accomplishing such acquisition; provided there is sufficient funding available in the approved project budget to accomplish the same.

**SECTION FOUR:** This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

ADOPTED by the City Council this 20th day of June, 2023.

SIGNED by the Mayor this 20th day of June, 2023.

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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Steven D. Shrout, Assistant City Attorney





**ITEM 9**

**SUBJECT:** Ordinance adjusting special assessments on property in the City Center North Street Extension Special Benefit District

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** June 20, 2023

**ACTION NEEDED:**

Pass an ordinance adjusting special assessments on property in the City Center North Street Extension Special Benefit District (SBD).

**PROJECT BACKGROUND/DESCRIPTION:**

The City Council previously approved Ordinance 5844 levying the maximum amount of special assessments for the City Center North Street Extension SBD, which constructed Elmridge Street and Scarborough Street, as well as related public improvements to complete the public street system in City Center North. The maximum assessment amount was \$7.8 million.

The proposed ordinance would reduce the special assessments to a final amount of \$6.83 million based on the final costs for the project. If the ordinance is approved, staff will notify property owners in the district of the revised assessment amount. Also, staff will prepare amortization schedules for the \$6.83 million assessment plus interest for certification to Johnson County in August as part of the annual budget process.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The revised special assessments will be sufficient to cover the final debt service for the project.

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Thriving Economy

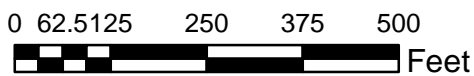
**Guiding Principles**  
Responsible Economic Development

**ATTACHMENTS**

1. Map
2. Ordinance



**Improvement District Boundaries  
and  
Improvements**



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

**AN ORDINANCE AMENDING ORDINANCE NO. 5844 AND ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF IMPROVEMENTS IN THE CITY OF LENEXA, KANSAS, AS AUTHORIZED BY RESOLUTION 2021-070 (CITY CENTER NORTH STREET EXTENSION SPECIAL BENEFIT DISTRICT).**

**WHEREAS**, pursuant to Resolution No. 2021-070 of the City of Lenexa, Kansas (the “City”) adopted on August 17, 2021 the Governing Body has authorized the creation of an improvement district and the construction of the following improvements:

Acquisition and construction of:

1. a collector street referred to as Elmridge Street running from east to west along the interior of the Improvement District starting at the intersection of existing roadway stub at the western edge of the Improvement District and extending east a distance of approximately 955L.F. to Renner Road. This road shall be constructed as a two-lane roadway and width varying from twenty-five (25) to thirty-nine (39) foot wide street from back of curb to back of curb and including concrete curb and gutter and sidewalks, asphalt pavement, street lighting, seeding, associated utility relocation and associated appurtenances; and.
2. a collector street referred to as Scarborough Street running from south to north along the interior of the Improvement District starting at 87th Street Parkway at the south edge of the Improvement District and extending northward a distance of approximately 697 L.F. to Elmridge Street. This road shall be constructed as a two-lane roadway with intermittent on-street parking and width varying from twenty-five (25) to sixty (60) foot wide street from back of curb to back of curb and including concrete curb and gutter

and sidewalks, asphalt pavement, street lighting, seeding, associated utility relocation and associated appurtenances; and.

3. (2) approximately 2,730 L.F. of storm sewer drainage pipes and related structures (manholes, inlets, detention, etc.) related to the roadway construction and associated utility relocation and associated appurtenances; and
4. the project also includes, but is not limited to, preliminary and final engineering, environmental review, title and survey, staking, geotech, rock removal, water distribution systems, utilities and service connections lying within the curb lines, retaining walls, grading, erosion control, construction supervision, testing, bonds, permits and fees, inspections, financing costs such as bond counsel, financial advisor, bond and interest expenses and other related appurtenances..

Collectively the foregoing shall hereafter be referred to as the “Improvements”

**WHEREAS**, prior to commencement of construction of the Improvements, the City determined the maximum amount of assessment (the “Special Assessment”) against each lot, piece or parcel of land deemed to be benefited (the “Property”) by the Improvements based on the approved estimated of cost of the Improvements of \$7,800,000; and

**WHEREAS**, prior to commencement of construction of the Improvements, the owners of 100% of the Property deemed to be benefitted by the Improvements and for which the Special Assessment was to be levied (the “Property Owners”) were notified of the proposed maximum special assessments and 100% of the Property Owners (a) waived any formal notice of and the holding of a public hearing by the City for the purpose of considering the Special Assessments as required by K.S.A. 12-6a09; (b) consented to the levy of the Special Assessments in twenty (20) annual installments against the Property by appropriate proceedings of the City in the manner set forth in Resolution No. 2021-070 and in the amounts shown in Ordinance No. 5844 Levying the Special Assessments, all without formal or further notice to the Owners; (c) waived any formal additional notice of the final assessment; (d) waived the 30-day statute of limitations provided in K.S.A. 12-6a11; and (e) consented to the City proceeding to issue its general obligation bonds to include the full amount of the Special Assessments all without further delay or notice to the Property Owners; and

**WHEREAS**, thereafter, on August 17, 2021, the City passed Ordinance No. 5844 levying and assessing the maximum amount of Special Assessment against each lot, piece or parcel of land deemed benefited by the Improvement (the “Original Assessment Ordinance”); and

**WHEREAS**, the final costs of the completed Improvement is \$6,830,000 which is less than the maximum amount of the assessment included in the Original Assessment Ordinance and the Governing Body desires to adjust the Special Assessment previously levied.

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

**SECTION 1.** Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments levied to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

**SECTION 2.** The City Clerk shall mail a copy of this Ordinance to each of the Property Owners after its adoption.

**SECTION 3.** The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of twenty (20) years, all of the adjusted special assessments, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

**SECTION 4.** This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Johnson County, Kansas.

**PASSED** by the City Council of the City of Lenexa, Kansas this 20<sup>th</sup> day of June, 2023.

**SIGNED** by the Mayor this 20<sup>th</sup> day of June, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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

Attest:

---

Jennifer Martin, City Clerk

Approved As To Form:

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Sean McLaughlin, City Attorney


EXHIBIT A

CITY CENTER NORTH STREET EXTENSION SPECIAL BENEFIT DISTRICT  
Final Adjusted Special Assessment Roll

LOT 1: Shawnee Mission Medical, Center, Inc.:

Parcel ID: IF241230-4001

\$6,830,000 is the Maximum Assessment against the following property less Public Right-of-Way:

Legal Description	Exhibit C
<p>ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 24 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p>	
<p>COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 87°28'35" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 745.65 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 02°27'11" WEST, 98.51 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 87TH STREET AS IT NOW EXISTS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT B, LENEXA CITY CENTER - NORTH VILLAGE, FIRST PLAT, A SUBDIVISION IN SAID CITY; THENCE COINCIDENT WITH THE EASTERLY PLAT LINE OF SAID LENEXA CITY CENTER - NORTH VILLAGE, FIRST PLAT, ALONG THE FOLLOWING COURSES: THENCE NORTH 02°27'11" WEST, 325.18 FEET; THENCE NORTH 47°27'11" WEST, 416.23 FEET; THENCE NORTH 42°32'49" EAST, 60.00 FEET; THENCE NORTH 47°27'11" WEST, 26.00 FEET; THENCE NORTH 42°32'49" EAST, 26.00 FEET; THENCE NORTH 47°27'11" WEST, 60.00 FEET; THENCE SOUTH 42°32'49" WEST, 26.00 FEET; THENCE NORTH 47°27'11" WEST, 26.00 FEET; THENCE SOUTH 42°32'49" WEST, 60.00 FEET; THENCE SOUTH 47°27'11" EAST, 32.00 FEET; THENCE SOUTH 42°32'49" WEST, 77.50 FEET; THENCE NORTH 47°28'12" WEST, 404.09 FEET; THENCE NORTH 02°31'05" WEST, 320.91 FEET TO THE NORTHEAST CORNER OF TRACT A, OF SAID LENEXA CITY CENTER - NORTH VILLAGE, FIRST PLAT, SAID POINT ALSO BEING ON THE SOUTH LINE OF TRACT B, STONECREEK OF PARKHURST, 2ND PLAT, A SUBDIVISION IN SAID CITY; THENCE DEPARTING THE EASTERLY PLAT LINE OF SAID LENEXA CITY CENTER - NORTH VILLAGE, FIRST PLAT, AND COINCIDENT WITH THE SOUTH LINE OF SAID TRACT B, AND ITS EASTERLY PROLONGATION, NORTH 87°29'00" EAST, 1,186.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RENNER BOULEVARD, AS IT NOW EXISTS; THENCE COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE FOLLOWING COURSES: THENCE SOUTH 72°53'48" EAST, 100.39 FEET; THENCE SOUTH 15°53'39" EAST, 303.02 FEET; THENCE SOUTH 02°12'39" EAST, 137.64 FEET; THENCE SOUTH 38°41'54" WEST, 43.09 FEET; THENCE SOUTH 59°13'27" WEST, 43.70 FEET; THENCE SOUTH 01°15'24" WEST, 90.51 FEET; THENCE SOUTH 64°27'04" EAST, 26.89 FEET; THENCE SOUTH 50°44'18" EAST, 13.44 FEET; THENCE SOUTH 38°28'34" EAST, 47.28 FEET; THENCE SOUTH 13°49'50" EAST, 26.16 FEET; THENCE SOUTH 02°12'39" EAST, 163.36 FEET; THENCE SOUTH 04°08'55" WEST, 94.14 FEET; THENCE SOUTHERLY, ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5,069.50 FEET AND A CHORD BEARING OF SOUTH 02°02'29" EAST, FOR A DISTANCE OF 70.95 FEET; THENCE SOUTH 02°26'32" EAST, 157.16 FEET; THENCE NORTH 87°33'21" EAST, 2.99 FEET; THENCE SOUTH 02°26'40" EAST, 41.98 FEET; THENCE SOUTH 33°24'09" WEST, 39.72 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 87TH STREET; THENCE COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 87TH STREET ALONG THE FOLLOWING COURSES: THENCE SOUTH 88°34'58" WEST, 396.35 FEET; THENCE NORTH 16°29'19" WEST, 23.51 FEET; THENCE SOUTH 87°32'41" WEST, 70.40 FEET; THENCE SOUTH 02°27'04" EAST, 14.02 FEET; THENCE SOUTH 87°38'08" WEST, 51.98 FEET; THENCE NORTH 87°11'06" WEST, 97.03 FEET; TO THE POINT OF BEGINNING.</p>	
 <p>Renaissance Infrastructure Consulting</p> <p>Sheet 03 of 04 17-0253 Prepared 12-14-17</p> <p>102 AMER AVENUE Lenexa, KS 66157 TEL: 913.777.9998 WWW.RIC-CONSULT.COM</p>	

Jun 25 , 2018-2:09pm  
Z:\RIC Design\2017\17-0253 Lenexa City Center North Benefit District\DWG\17-0253 Exhibits.dwg

**Pursuant to Resolution No. 2021-070, the assessments shall not be levied against those areas dedicated as public right of way, public parks, storm water retention or detention areas, common area associations, conservation easements, publicly owned easements or similar areas.**





**ITEM 10**

**SUBJECT:** Approval of a preliminary plan for a retail and daycare use for Canyon Creek Commercial located at the southwest corner of Prairie Star Parkway & Shady Bend Road in the CP-1 Planned Neighborhood Commercial Zoning District

**CONTACT:** Stephanie Kisler, Planning Manager

**DATE:** June 20, 2023

**ACTION NEEDED:**

Approve a preliminary plan for a retail and daycare use for Canyon Creek Commercial located at the southwest corner of Prairie Star Parkway & Shady Bend Road in the CP-1 Planned Neighborhood Commercial Zoning District.

**APPLICANT:**

Andrew Gribble, Kimley Horn

**OWNER:**

Mike Crist, Lafayette Real Estate, LLC

**PROPERTY LOCATION/ADDRESS:**

Southwest corner of Prairie Star Parkway & Shady Bend Road

**PROJECT BACKGROUND/DESCRIPTION:**

The applicant proposes a neighborhood commercial center known as Canyon Creek Commercial at the southwest corner of Prairie Star Parkway & Shady Bend Road. The plans include commercial buildings and a daycare. This site was zoned CP-1 in late 2001 as part of a conceptual development known as Canyon Creek. This rezoning and conceptual plan included several hundred acres of land and included both residential and nonresidential development. In 2020, a portion of the property south of Prairie Star Parkway was rezoned to RP-2 to accommodate a duplex development known as Mize Hill.

The proposed commercial center is comprised of 4.21 acres of land zoned CP-1 and contains three buildings totaling 24,085 square feet of floor area. The plans include deviation requests from the required 50-foot special street setback from Prairie Star Parkway. The proposed setback is a minimum of 30 feet, which complies with the required setback in the CP-1 Zoning District. Encroachments into the Prairie Star Parkway setback include portions of two buildings, pavement, and the daycare fence/playground area. It is staff's opinion that the proposed encroachments into the special setback along Prairie Star Parkway are reasonable. The encroachments into the 50-foot setback are non-continuous and the effect on the aesthetic of the parkway should not be diminished.

Access to the site is from a right-in-right-out drive on Prairie Star Parkway and a drive on Shady Bend Road. This development is a neighborhood center complimentary to the Mize Hill residential development to the south and east of this site. Vision 2040 identified this site as part of a neighborhood node along Prairie Star Parkway between Mize Road and Clare Road.

**STAFF RECOMMENDATION:**

Approval of the preliminary plan.

**PLANNING COMMISSION ACTION:**

This item was considered at the June 5, 2023 Planning Commission meeting. This item did not require a public hearing; however, Chairman Poss opened the item for public comment. No one from the public spoke. Several Commissioners stated they do not object to the encroachment into the special setback to Prairie Star Parkway. Commissioners did express concerns about the elevations that will face outward toward Prairie Star Parkway and that additional details and design features are needed at the time of the final plan for the building facades that face out toward the street. A Commissioner asked which building would be first to be developed. The applicant stated the developer will start with the west building and progress easterly.

Chairman Poss entertained a motion to recommend **APPROVAL** of a preliminary plan for a neighborhood commercial center, known as Canyon Creek Commercial, located at the southwest corner of Prairie Star Parkway & Shady Bend Road. Moved by Commissioner Woolf, seconded by Commissioner Horine, and carried by a unanimous voice vote.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

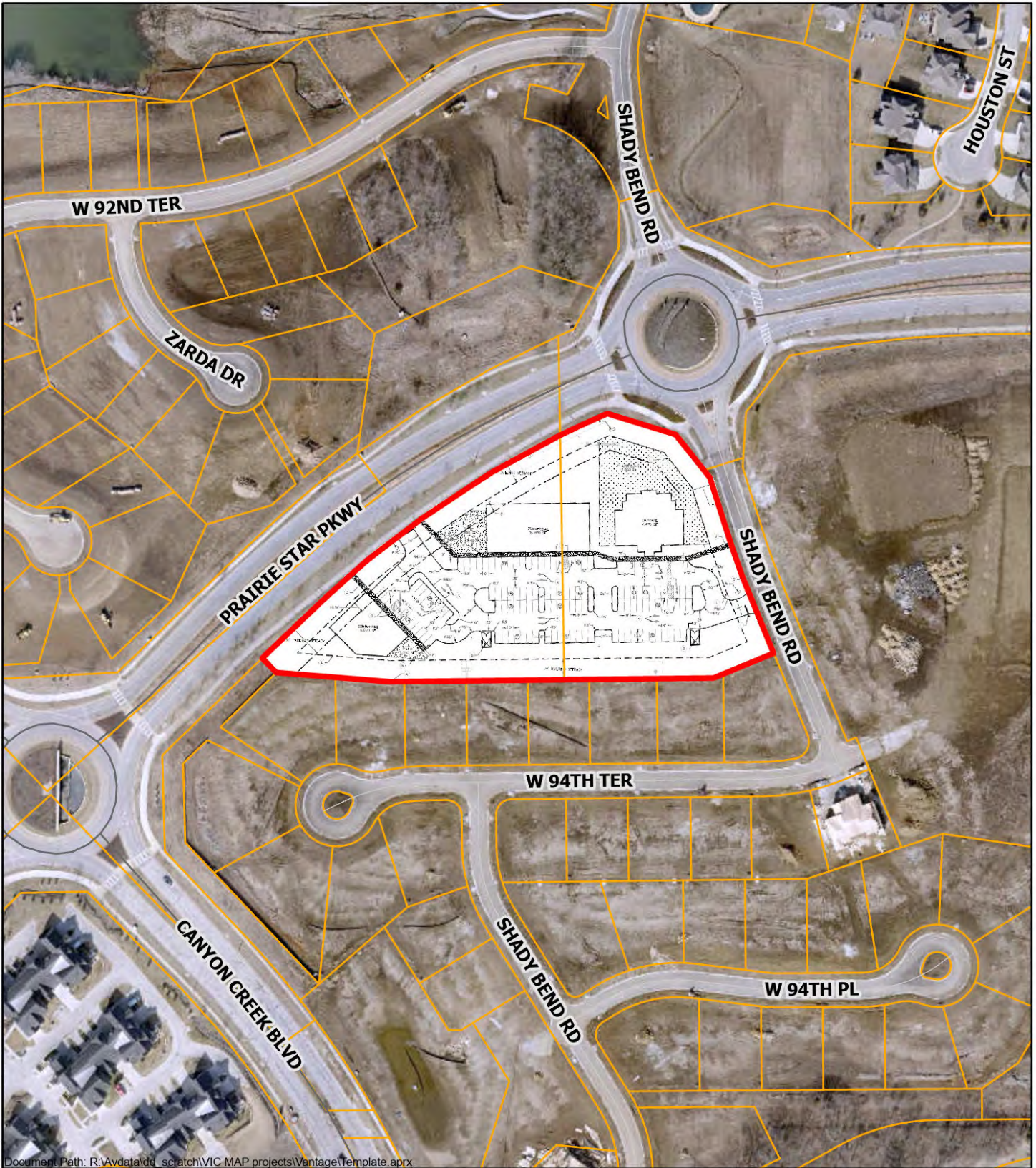
Healthy People

**Guiding Principles**

Vibrant Neighborhoods

**ATTACHMENTS**

- 1. Map
- 2. PC Staff Report & Exhibits
- 3. PC Draft Minutes Excerpt
- 4. Correspondence



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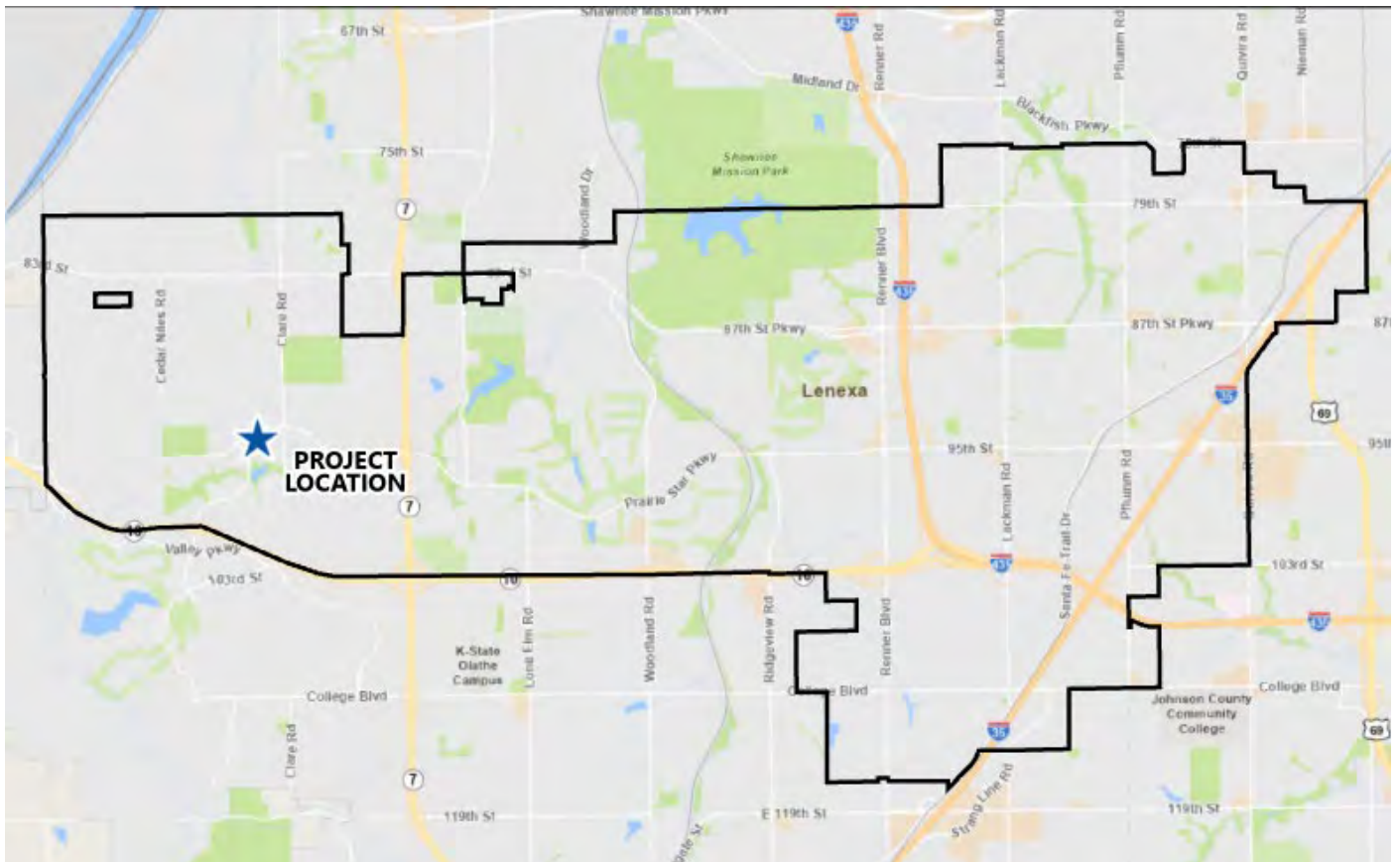
Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

# Canyon Creek Commercial PL23-04P



## CANYON CREEK COMMERCIAL

<b>Project #:</b>	PL23-04P	<b>Location:</b>	Southwest corner of Prairie Star Parkway and Shady Bend Road
<b>Applicant:</b>	Andrew Gribble, Kimley Horn	<b>Project Type:</b>	Preliminary Plan
<b>Staff Planner:</b>	Dave Dalecky	<b>Proposed Use:</b>	Retail and Daycare



### PROJECT SUMMARY

The applicant proposes a neighborhood commercial center at the southwest corner of Prairie Star Parkway and Shady Bend Road. This site was zoned CP-1 in late 2001 (RZ01-07) as part of a conceptual development known as Canyon Creek. This rezoning and conceptual plan included several hundred acres of land and included both residential and nonresidential development. In 2020, a portion of the property south of Prairie Star Parkway was rezoned to RP-2 to accommodate a duplex development known as Mize Hill. The proposed commercial center is 4.21 acres and contains three buildings totaling 24,085 square feet of floor area. Access to the site is from a right-in-right-out drive on Prairie Star Parkway and a drive on Shady Bend Road. This development is a neighborhood center complimentary to the Mize Hill residential development to the south and east of this site.

**STAFF RECOMMENDATION: APPROVAL**

## SITE INFORMATION

The site is a triangular shaped, 4.21-acre parcel at the southwest intersection of Prairie Star Parkway and Shady Bend Road. This parcel, along with the two parcels at the northeast and northwest quadrant of the intersection, are zoned for nonresidential development for the purpose of establishing an “activity node” along Prairie Star Parkway. The site is zoned CP-1, which will allow for retail and office uses including a sit-down restaurant, an in-line multi-tenant group of shops, and most office uses. The plan shows a daycare is proposed for the easterly building.

The site abuts a two-family residential development directly to the south and is across a local street from a two-family residential development to the east. The proposed development will include buffers from the adjacent development per [Section 4-1-D-2-N](#) of the UDC.

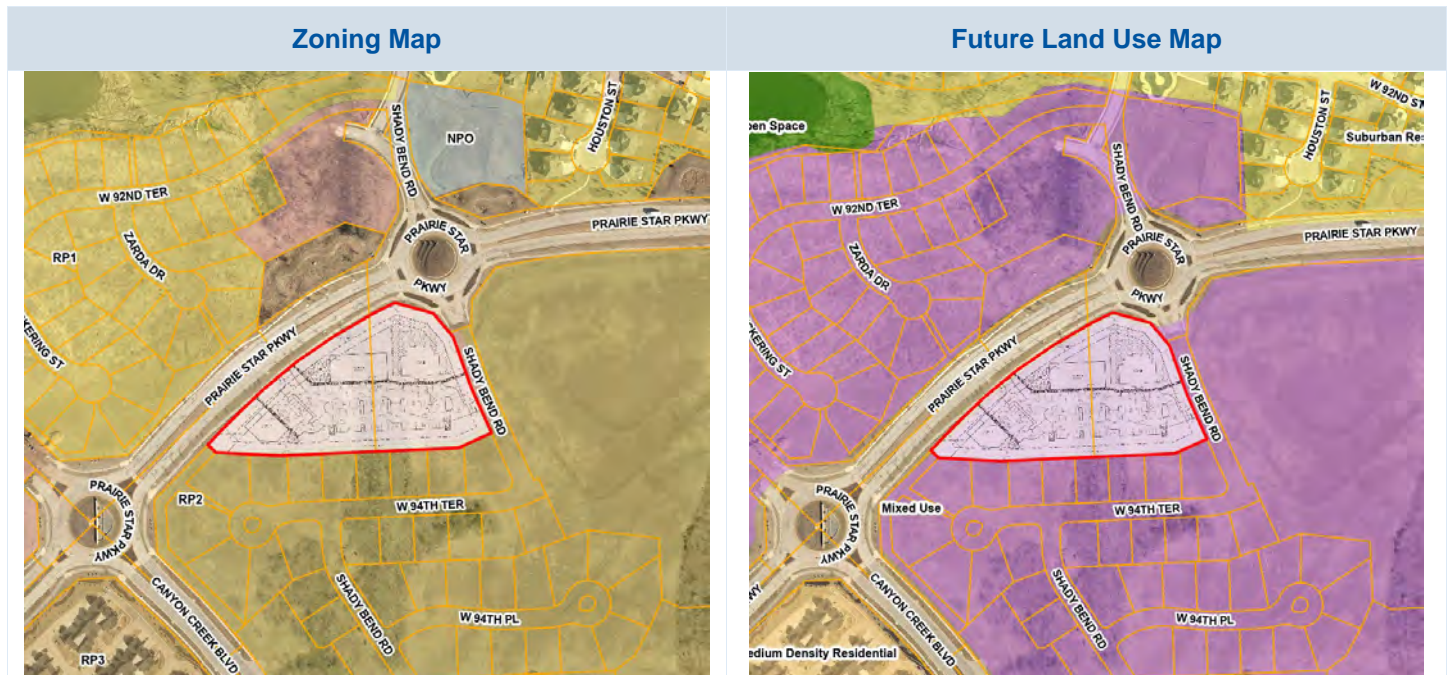
LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
4.21	24,085	CP-1	Mixed Use



**Exhibit 1: Vicinity Aerial Image of Subject Site**

## LAND USE REVIEW

The plan shows a new daycare building on the east side of the site. The other two buildings are not identified but are in the configuration of in-line multi-tenant buildings. Per [Section 4-1-B-13](#) of the UDC, the CP-1 Zoning District allows sit-down restaurants but not drive-thrus. Daycares, offices, restaurants, and small retail shops are all common uses in the CP-1 Zoning District.



**TABLE 1: COMPARISON OF SURROUNDING PROPERTIES**

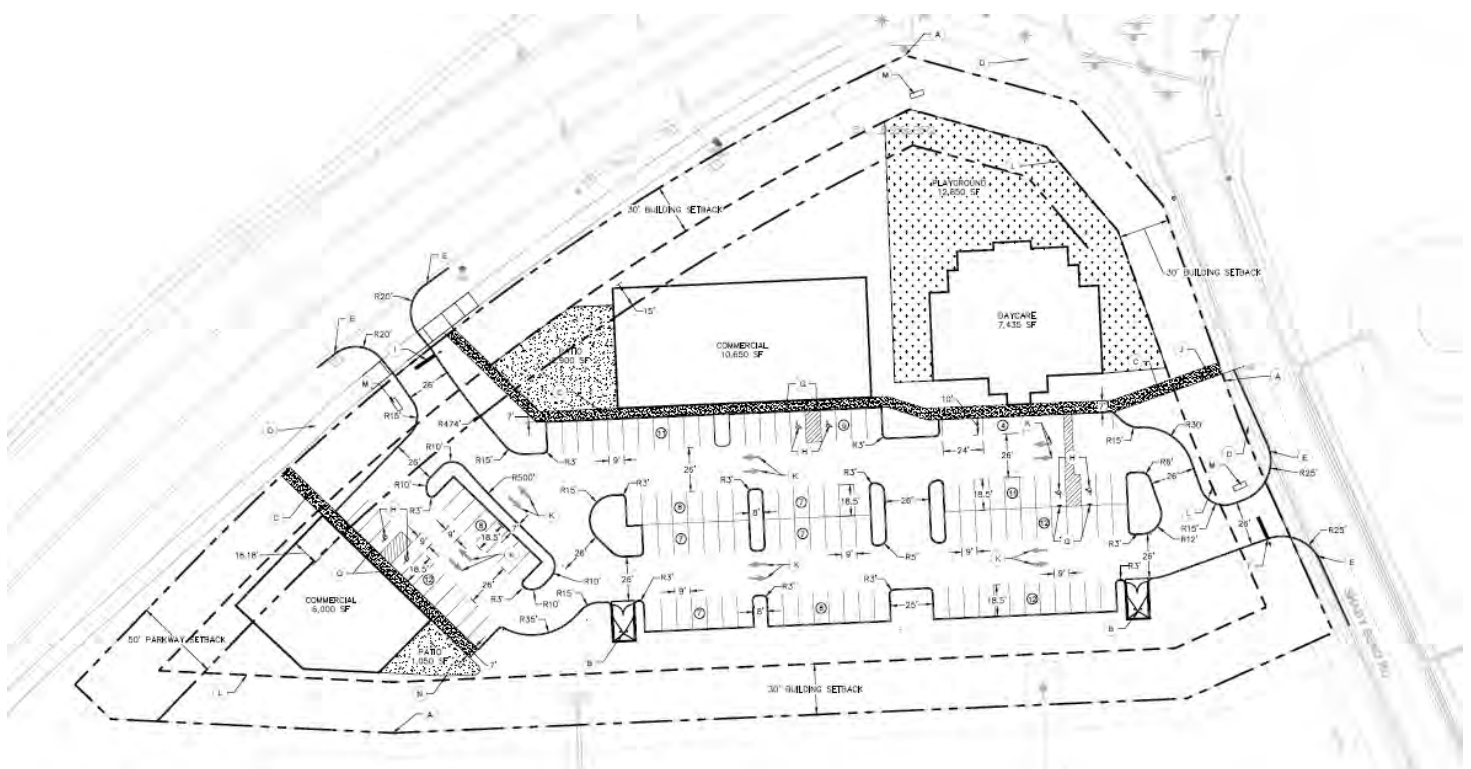
Vicinity	Future Land Use Designation	Zoning	Current Use
<b>Subject Property</b>	Mixed Use	CP-1, Planned Neighborhood Commercial District	Undeveloped land
<b>North</b>	Mixed Use	CP-1, Planned Neighborhood Commercial District & RP-1, Planned Residential Single-Family (Low-Density) District	Undeveloped land
<b>South</b>	Mixed Use	RP-2, Residential Planned (Intermediate-Density) District	Two-family residential development
<b>East</b>	Mixed Use	RP-2, Residential Planned (Intermediate-Density) District	Two-family residential development
<b>West</b>	Mixed Use	RP-1, Planned Residential Single-Family (Low-Density) District	Undeveloped land

## PRELIMINARY PLAN REVIEW

The plan shows three one-story buildings with a cumulative 24,085 square feet. The buildings are situated to be along Prairie Star Parkway with the parking area between the buildings and the residential development to the south. Access to the site is from a right-in-right-out drive entrance on Prairie Star Parkway and a drive entrance on Shady Bend Road. The plan shows a total of 123 parking stalls. The parking area is a single parking field for the three buildings, with drive aisles that create three pods of parking associated with each of the three buildings. The site is a single lot where parking is available for all buildings throughout the parking area. Four parallel parking stalls are provided directly in front of the daycare to allow for safe drop-off and pick-up of children.

A sidewalk is provided from the from the street into the site and along the entrances of the daycare and middle building. This sidewalk will continue from Prairie Star Parkway to Shady Bend Road. A second sidewalk will connect the west building to the sidewalk on Prairie Star Parkway. The developer of the Mize Hill two-family subdivision has constructed Shady Bend Road from the roundabout to the south. The public sidewalk along Shady Bend Road has been installed with the street. The two street frontages have existing sidewalks that this project will connect to.

Bicycle parking (bike racks) are not shown on the preliminary plans. The site provides for multiple locations where bike racks can be installed and additional paved paths to connect to bicycle parking. These are required to be shown with the final plans for any buildings within the development.



**Exhibit 2: Site Plan.**

**TRAFFIC, ACCESS, AND PARKING**

- Sidewalks are provided from the parking lot to the entrance into the building.
- Access to the site is from a right-in-right-out on Prairie Star Parkway and a full access drive on Shady Bend Road.
- The site plan meets parking requirements.

<b>TABLE 2: PARKING ANALYSIS</b>				
<b>Land Use</b>	<b>Parking Formula</b>	<b>Required Parking</b>	<b>Proposed Parking</b>	<b>Difference</b>
Retail	1 space per 250 square feet, 1 space per 300 square feet for a single tenant building greater than 100,000 square feet	85	123	+38

**STORMWATER**

The overall stormwater management for this site has been previously constructed; however, some minor upgrades (basin grading/resizing) are currently proposed to appropriately accommodate this project.

**FIRE PREVENTION**

The Fire Department reviewed the plans based on the current adopted fire codes and local amendments. All general planning review comments have been acknowledged or satisfied and there are no outstanding Fire Department planning review items that need to be addressed for this project to move forward.

**LIGHTING**

The preliminary plan includes a photometric plan for the overall development. A photometric plan is not required for preliminary plans. The plan shows parking lot lighting installed around the overall parking area and in the parking lot islands. The fixtures along the south edge of the parking lot shall include a glare shield to reduce the visibility of the light fixture from the rear of the residential lots. The specific lighting plan for each building will be reviewed with the final plan submittal for that building.

**LANDSCAPING**

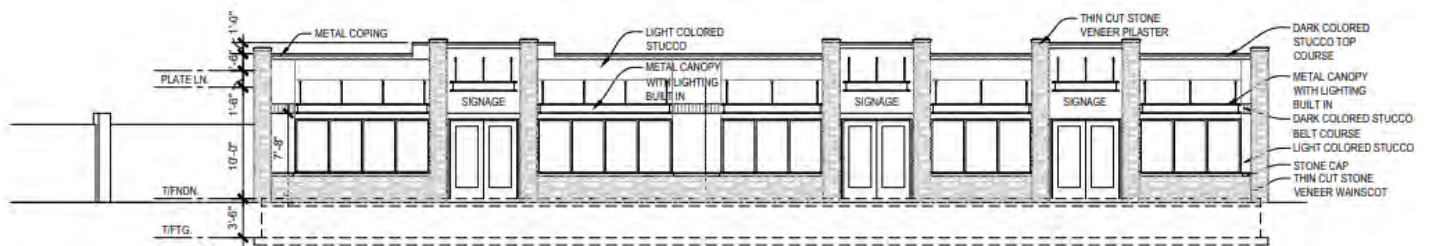
Landscaping will be installed around the perimeter of the lot and throughout the parking lot. The landscape plan for a preliminary plan shows the number of plant materials but does not identify the specific species of the trees or shrubs. Per [Section 4-1-D-2-N](#) of the UDC, a Land Use Intensity (LUI) buffer requirement applies to the northwest, south and east property boundary of the site. The plan shows the minimum setback requirement and the minimum number of plant materials along these boundaries to account for the LUI buffer requirements. The preliminary landscape plan complies with the UDC requirements for the number of plant materials required.

**ARCHITECTURE**

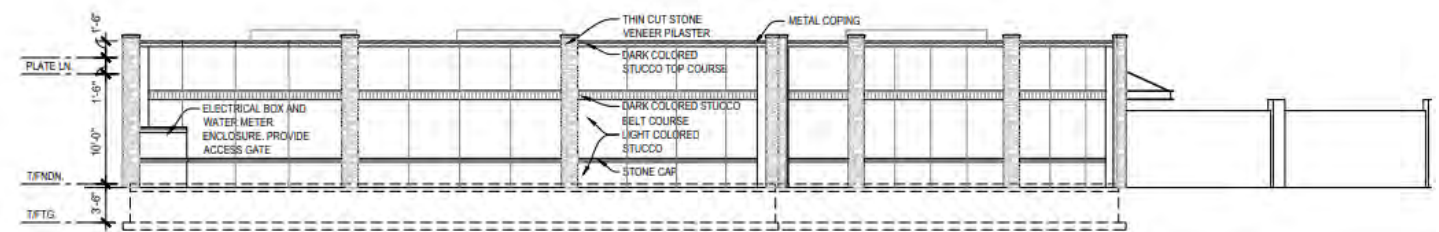
The buildings are all one-story buildings with parapet roofs. The preliminary plan shows the buildings will use stucco materials as the primary field with stone accents. A band with a score pattern detail is shown along the façade, which replicates a brick soldier pattern. Groups of windows are shown in alternating bays of the building created by the pattern of pilasters. Flat metal awnings are to be placed above the windows and above the entrances.



The buildings are of a minimal level of architectural detail and feature. The side and rear façades of each building are less detailed than the front façade. Per [Section 4-1-C-5-D](#) of the UDC, the buildings are to implement the same degree of detail on all sides and to use details and design features to add visual interest. Staff will continue to coordinate the architectural character of each building with the developer. The building elevations are acceptable for the preliminary plan, with the understanding that additional details and features are to be provided with the final plan submittal.



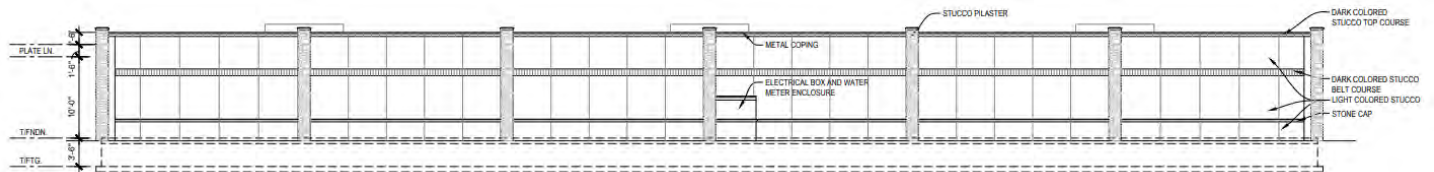
**Exhibit 3: Daycare – Front Elevation.**



**Exhibit 4: Daycare – Rear Elevation.**



**Exhibit 5: Middle Building – Front Elevation.**



**Exhibit 6: Middle Building – Rear Elevation.**

## DEVIATIONS

Exhibit 7 shows various setback deviations requested with the proposed preliminary plan. The CP-1 Zoning District has a building setback requirement of 30 feet from the street. Prairie Star Parkway also has a special setback requirement of 50 feet. [Section 4-1-B-26-C-1](#) requires a setback of 50 for all improvements along a Parkway. The westerly building encroaches into the required setback 16.18 feet and the northwest corner of the middle building encroaches 15 feet. Parking stalls for the west building and the patio at the west end of the middle building encroach 20 feet.

The outdoor playground space encroaches 20 feet into the setback. The playground will be fenced space. The type of fence will be reviewed with the final plan. The fence should be of a decorative design such as a wrought iron metal type fence. If the fence is a privacy fence, the design should be consistent with the building and use masonry columns between fence panels.

It is Staff’s opinion the proposed encroachments into the special setback along Prairie Star Parkway are reasonable. Staff requested the developer of the Mize Hill two-family residential development reserve a part of the overall project for nonresidential uses at the intersection of Prairie Star Parkway and Shady Bend Road to provide for neighborhood retail and services to the community as the region continues to develop with residential development. The proposed development provides for the appropriate building placement and scale for a neighborhood commercial development. Due to the shape of the site and placement of the buildings, the setback along Prairie Star Parkway at the easterly part of the plan is in excess of 50 feet, up to 118 feet to the corner of the daycare building and 107 feet from the northeast corner of the middle building to Prairie Star Parkway. The encroachments into the 50-foot setback are non-continuous and the effect on the aesthetic of the parkway should not be diminished.

**TABLE 3: DEVIATIONS**

Deviation	Code Section	Requirement	Proposed	Difference
<b>Prairie Star Parkway Special Setback</b>	4-1-B-26-C-1	50 feet	33.82 feet (building) 35 feet (building) 30 feet (parking) 30 feet (patio) 30 feet (daycare fence and playground)	<b>16.18 feet to 20 feet</b>

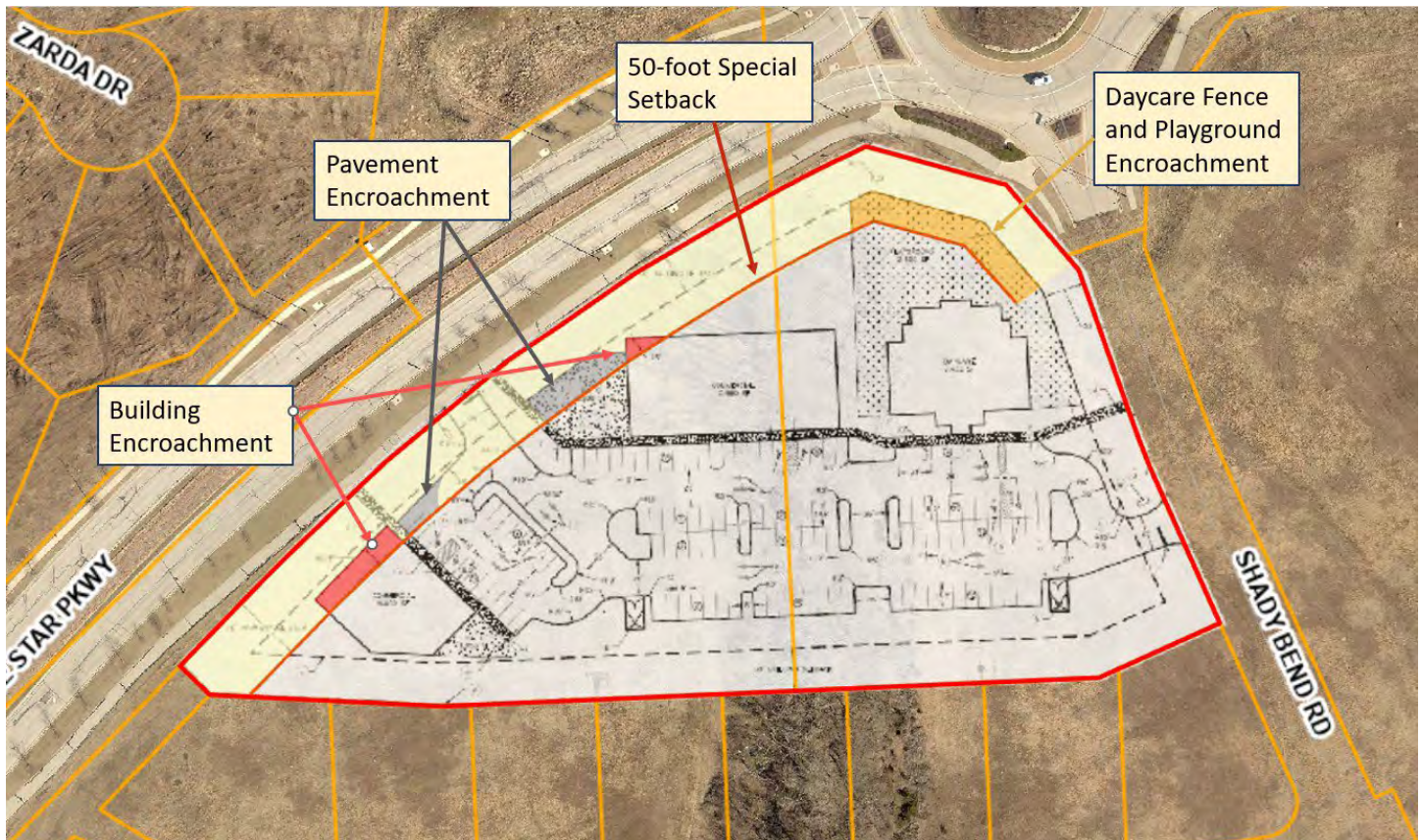


Exhibit 7: Deviation Diagram.

## REVIEW PROCESS

- This project requires a recommendation from the Planning Commission and approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration by the City Council on June 20, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

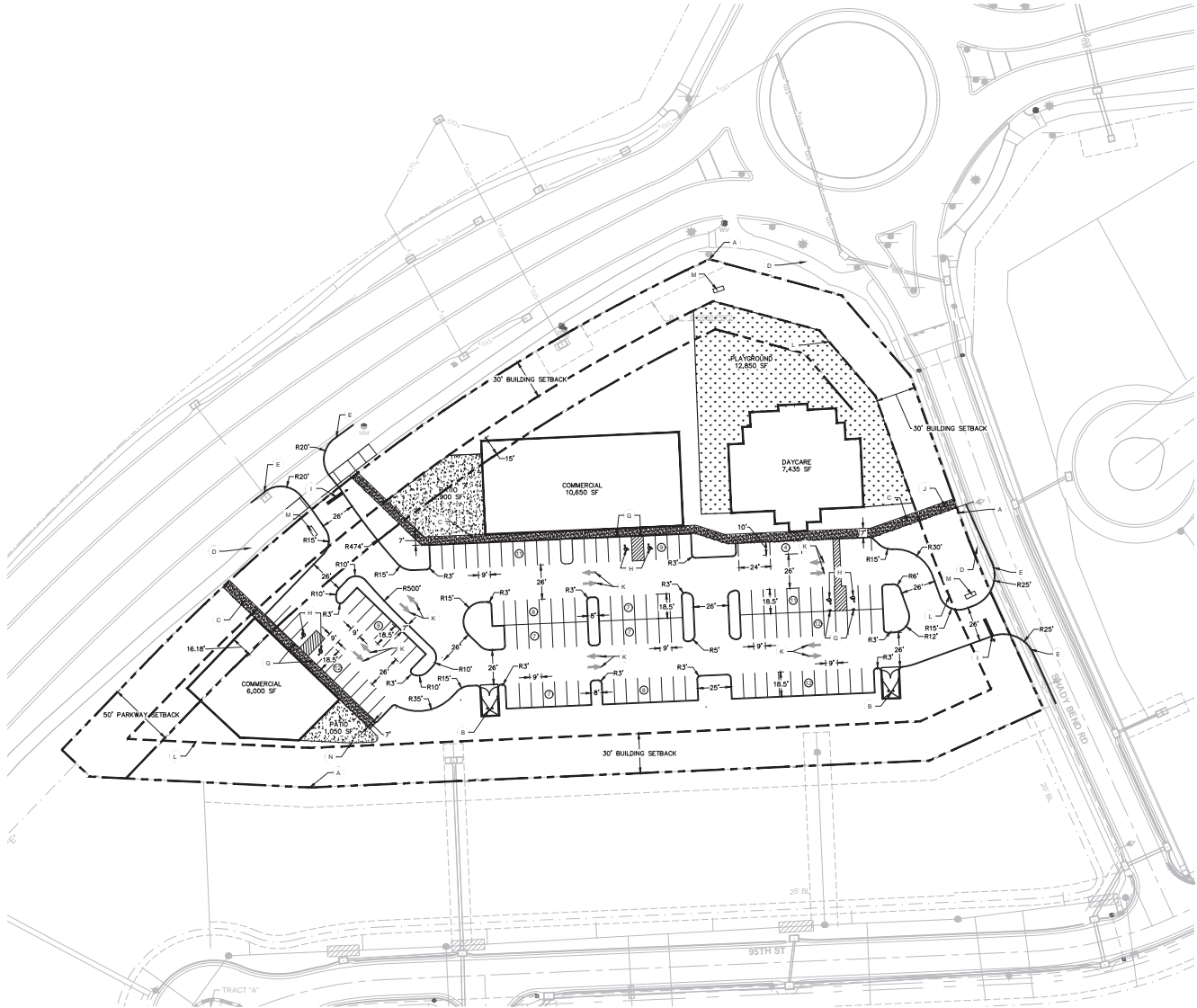
## RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Staff recommends approval of the proposed Preliminary Plan for Canyon Creek Commercial.**
  - This project is consistent with Lenexa’s goals through *Responsible Economic Development* to promote *Vibrant Neighborhoods* and *Healthy People*.

## FINAL PLAN

Staff recommends **approval** of the preliminary plan (PL23-04P) for **Canyon Creek Commercial** located at the southwest corner of Prairie Star Parkway and Shady Bend Road, for neighborhood retail uses.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS PREPARED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN AUTHORIZATION AND SUPERVISION BY THE ENGINEER OF RECORD. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN AUTHORIZATION AND SUPERVISION BY THE ENGINEER OF RECORD IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.



HATCH LEGEND	
	CONCRETE SIDEWALK
	CONCRETE PATIO
	PROPOSED PLAYGROUND

SYMBOL LEGEND	
	ACCESSIBLE PARKING SPACE
	PARKING STALL COUNT
	PROPERTY LINE
	DIRECTIONAL THRU ARROW
	ADA PARKING SIGN

**SITE DATA:**  
 LOT AREA: 4.31 AC  
 EXISTING ZONING: CP-1 PLANNED DISTRICT  
 PROPOSED ZONING: CP-1 PLANNED DISTRICT  
 PROPOSED USE: COMMERCIAL  
 PARCEL ID: EAST LOT: 0460493040100040  
 WEST LOT: 0460493040100040

BUILDING COVERAGE:	
PROPOSED FLOOR AREA:	7,435 SF
DAYCARE BUILDING:	10,650 SF
COMMERCIAL BUILDING #1:	6,000 SF
F.A.S. (FLOOR SPACE):	13.14%

PARKING SUMMARY		
STANDARD	REQUIRED	PROVIDED
80	8	117
5	8	117
TOTAL:	85	123

**PARKING CALCULATION:**  
 DENSITY: 1 SPACE PER 10 PERSON CAPACITY PLUS 1 SPACE PER EMPLOYEE (ASSUME 100 PERSON CAPACITY AND 10 EMPLOYEES)  
 COMMERCIAL BUILDING: 1 SPACE PER 250 SF OF FLOOR AREA  
 9,000 SF OF GENERAL COMMERCIAL AREA  
 6,000 SF OF LABOR STORE AREA  
 7,435 SF OF DAYCARE AREA  
 (15,000 SF / 250 SF) = 60 SPACES REQUIRED  
 (100 PERSONS / 10 = 10 EMPLOYEES) = 25 SPACES REQUIRED  
 TOTAL PARKING REQUIRED = 85 SPACES

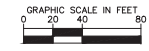
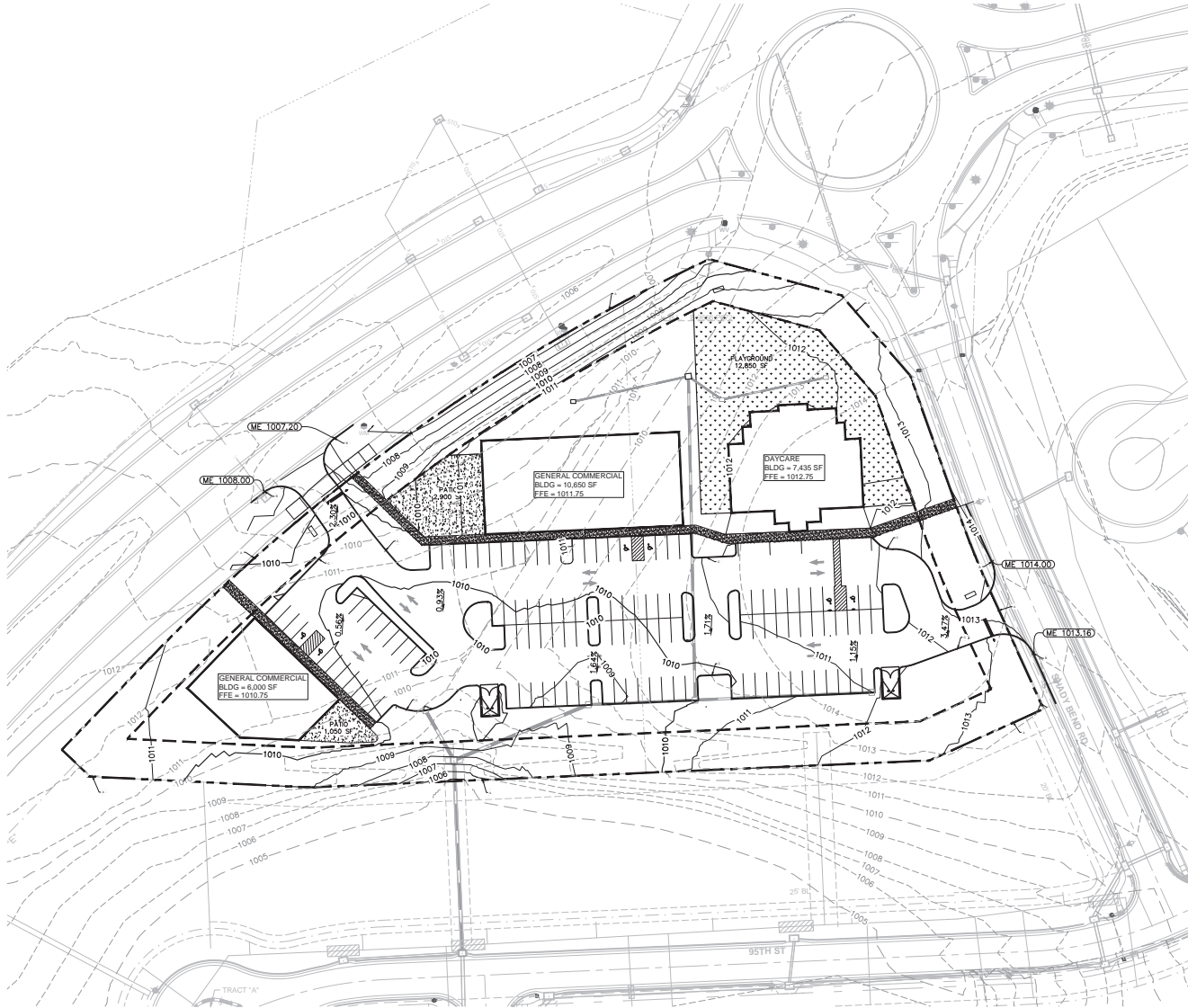
LOT COVERAGE:			
BUILDING AREA:	6,550 SF	24,085 SF	13.12%
PARKING AREA:	1,25 AC	54,844 SF	29.77%
OPEN SPACE AREA:	2.44 AC	106,511 SF	59.17%
TOTAL LOT AREA:	4.1 AC	183,440 SF	100%

**KEYNOTE INDEX**

- (P) PROPERTY LINE
- (S) SUMPTER ENCLOSURE. REFER TO ARCH DRAWINGS
- (C) CONCRETE SIDEWALK
- (E) EXISTING SIDEWALK
- (M) MATCH EXISTING LINE AND GRADE OF EXISTING PAVEMENT AND CURB
- (L) PROPOSED LIGHT POLE. REFER TO ELECTRICAL PLAN (TYP)
- (A) ACCESSIBLE PARKING SPACE AND SIGN
- (B) ACCESSIBLE PARKING SYMBOL
- (D) 2'x4' PAINTED STOP BAR WITH STOP SIGN
- (R) ADA RAMP
- (I) DIRECTIONAL ARROW (TYP)
- (U) 30' BUILDING SETBACK
- (V) PROPOSED MONUMENT SIGN
- (W) PROPOSED SCREEN WALL

 <b>Kimley-Horn</b> 805 PENNSYLVANIA AVENUE, SUITE 150, KANSAS CITY, MO 64105 PHONE: (816) 234-7600 WWW.KIMLEY-HORN.COM	 JEFFREY A. HORN REGISTERED PROFESSIONAL ENGINEER STATE OF MISSOURI NO. 001512
	KHA PROJECT NO. 23040000 DATE 05/22/2023 SCALE AS SHOWN DESIGNED BY JCH DRAWN BY JCH CHECKED BY AWC
OVERALL SITE PLAN	KS
CANYON CREEK PREPARED FOR STONEBRIDGE OUTDOOR LENSEX	SHEET NUMBER C-002
NO. _____ DATE _____ REVISIONS _____	NO. _____ DATE _____ REVISIONS _____

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**KEYNOTE INDEX**

- Ⓞ PROPERTY LINE
- Ⓢ TO INTO EXIST. CURB AND PAVEMENT
- Ⓢ PROPOSED CURB AND GUTTER

- LEGEND**
- GRAD BREAK
  - Ⓢ PROPOSED GRADE
  - Ⓢ MATCH EXISTING ELEVATION
  - FLOW ARROW
  - Ⓢ PAVEMENT ELEVATION
  - Ⓢ SIDEWALK ELEVATION
  - Ⓢ FINISHED FLOOR ELEVATION
  - Ⓢ TOP OF WALL ELEVATION
  - Ⓢ BOTTOM OF WALL ELEVATION
  - EXISTING CONTOURS
  - PROPOSED CONTOURS

No.	REVISIONS	DATE	BY

**Kimley-Horn**

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 805 PENNSYLVANIA AVENUE, SUITE 150, KANSAS CITY, MO 64105  
 PHONE: (816) 234-7000  
 WWW.KIMLEY-HORN.COM CA 001512

KHA PROJECT	2023-000
DATE	05/01/2023
SCALE	AS SHOWN
DESIGNED BY	JCH
DRAWN BY	JCH
CHECKED BY	AWC

**OVERALL GRADING  
PLAN**

**CANYON CREEK  
PREPARED FOR  
STONEBRIDGE OUTDOOR**

LENEXA KS

SHEET NUMBER  
**C-004**

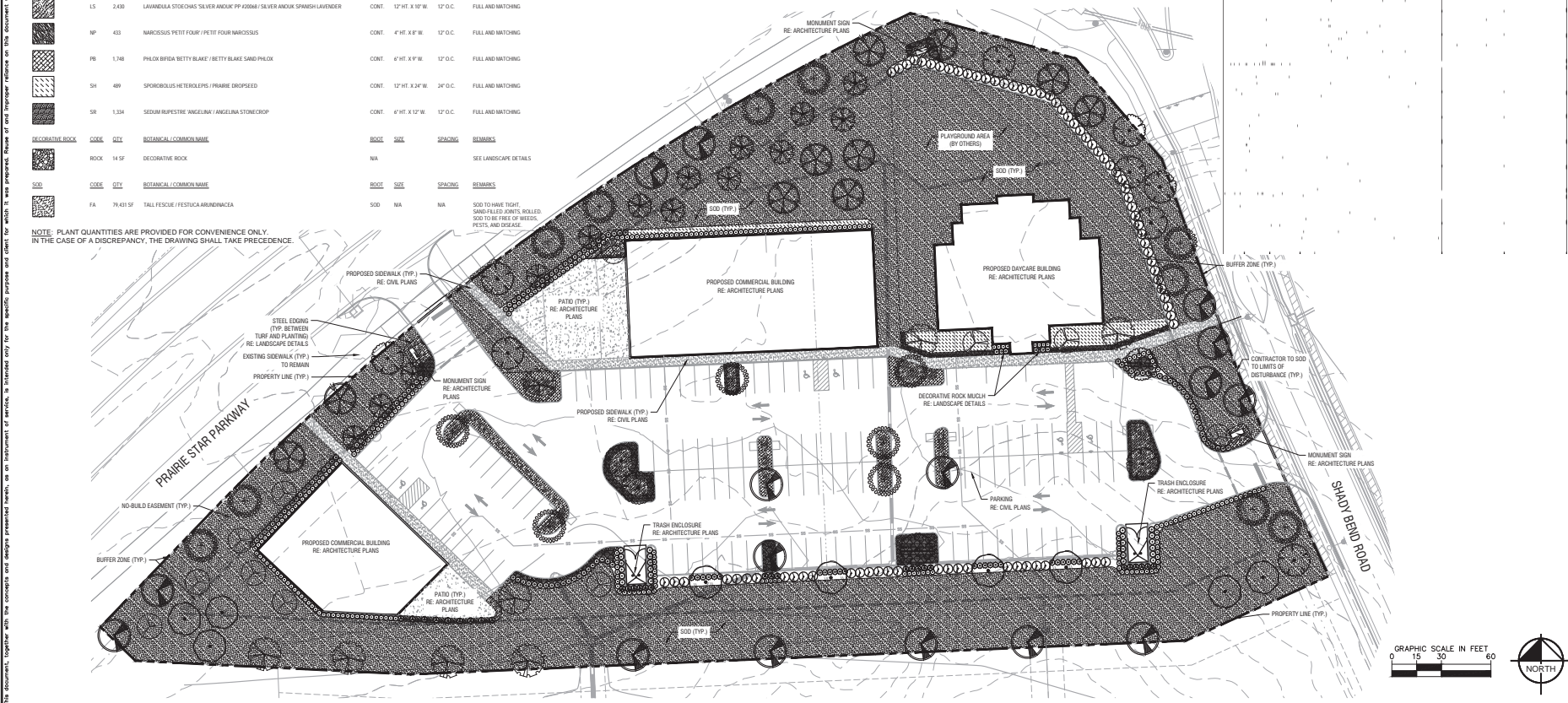
**PLANT SCHEDULE**

SHADE TREES		CODE	CITY	BOTANICAL / COMMON NAME	CONT.	CALIF.	HEIGHT	REMARKS
		CI	9	CARYA LINDLENSIS / PECAN HICKORY	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		LI	14	LIRIODENDRON TULIPIFERA / AUREO MARGORATUM / MAJESTIC BEAUTY TULIP POPLAR	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		MA	8	MAGNOLIA ACUMINATA / CUMBERBREEZE	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		PA	10	PLATANUS - ACERIFOLIA GAE/ITR / ROCKYFORD ROAD LONDON PLANE TREE	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		QP	16	QUERCUS FAGACEA / CHERRYBARK OAK	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		TD	16	TAXODIUM DISTICHUM NICKELSON / SHARREE BRAVE BALD Cypress	8 & B	2" CAL. MIN.	12' - 14' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
ORNAMENTAL TREES		CODE	CITY	BOTANICAL / COMMON NAME	CONT.	CALIF.	HEIGHT	REMARKS
		AG	14	ACER GISELUM / PAPERBARK MAPLE	8 & B	1.5" CAL. MIN.	10' - 12' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
		MG	11	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY' / BRACKENS BROWN BEAUTY MAGNOLIA	8 & B	1.5" CAL. MIN.	10' - 12' HT.	SINGLE STRAIGHT LEADER FULL AND MATCHING.
SHRUBS		CODE	CITY	BOTANICAL / COMMON NAME	CONT.	SIZES	SPACING	REMARKS
		BS	264	BURDS SEMPERVIRENS 'SCHMIDT' / SCHMIDT ENGLISH BOKWOOD	CONT.	36" HT. MIN.	36" O.C.	FULL AND MATCHING.
		CL	144	COTYNEUS COCOYOGRA 'LILA' / LILA DWARF 'SMOKE' TREE	CONT.	36" HT. MIN.	42" O.C.	FULL AND MATCHING.
		JS	24	JUNIPERUS SCOPULORAM 'WICHTA BLUE' / WICHTA BLUE JUNIPER	CONT.	18" HT. MIN.	48" O.C.	FULL AND MATCHING.
		MF	29	MAGNOLIA GRANDIFLORA 'ALTA' / ALTA MAGNOLIA	CONT.	36" HT. MIN.	48" O.C.	FULL AND MATCHING.
		TD	76	HEDERA HELIX 'LORD OF SHADOWS' / LORD OF SHADOWS	CONT.	36" HT. MIN.	48" O.C.	FULL AND MATCHING.
GROUND COVERS		CODE	CITY	BOTANICAL / COMMON NAME	ROOT SIZE	SPACING	REMARKS	
		GO	733	GAELUM COORATUM / SWEET WOODRUFF	CONT.	6" HT. X 12" W.	12" O.C.	FULL AND MATCHING.
		LS	2430	LAVANDULA STOECHAS 'SILVER ANOUK' / PP 22088 / SILVER ANOUK SPANISH LAVENDER	CONT.	12" HT. X 10" W.	12" O.C.	FULL AND MATCHING.
		NP	433	NARCISSUS 'PETIT FOUR' / PETIT FOUR NARCISSUS	CONT.	4" HT. X 6" W.	12" O.C.	FULL AND MATCHING.
		PB	1348	PHLOX BIFIDA 'BETTY BLAKE' / BETTY BLAKE SAND PHLOX	CONT.	6" HT. X 6" W.	12" O.C.	FULL AND MATCHING.
		SH	489	SPONDOCOLIS HETEROLEPIS / FRABRE DROPSIDE	CONT.	12" HT. X 2" W.	36" O.C.	FULL AND MATCHING.
		SR	1334	SEDUM RUPESTRIS 'ANGELINA' / ANGELINA STONECROP	CONT.	6" HT. X 12" W.	12" O.C.	FULL AND MATCHING.
DECORATIVE ROCK		CODE	CITY	BOTANICAL / COMMON NAME	ROOT SIZE	SPACING	REMARKS	
		ROCK	14 SF	DECORATIVE ROCK	N/A		SEE LANDSCAPE DETAILS.	
SOD		CODE	CITY	BOTANICAL / COMMON NAME	ROOT SIZE	SPACING	REMARKS	
		FA	79,431 SF	TALL FESCUE / FESTUCA ARBORDNANICA	SOD	N/A	N/A	SOD TO HAVE TIGHT SAND-FILLED JOINTS. ROLLED SOD TO BE FREE OF WEEDS, PESTS, AND DISEASE.

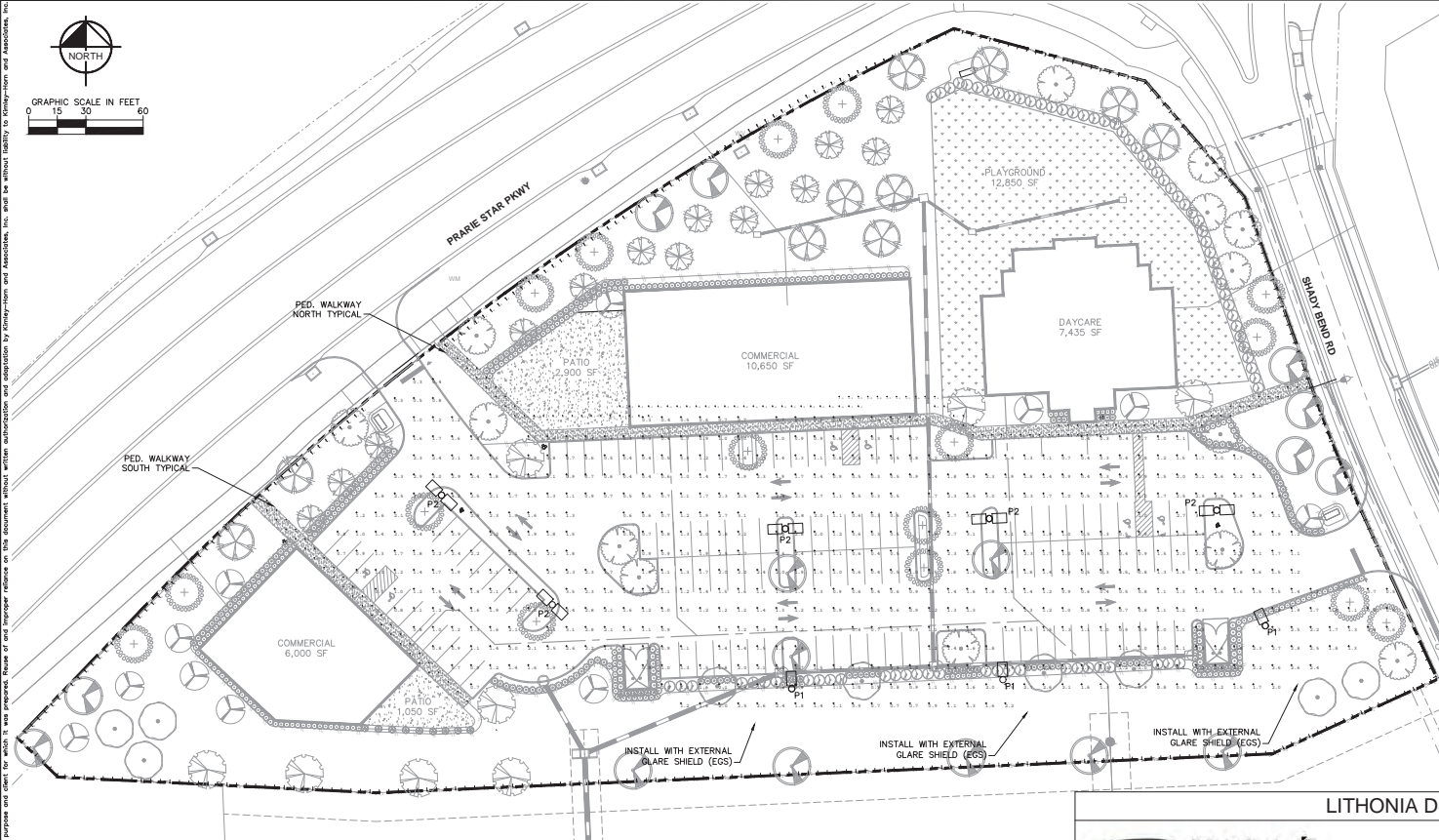
NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

**PLANTING NOTES:**

- CONTRACTOR TO SOD TO LIMITS OF DISTURBANCE.
- ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN.
- NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN DRAWING AND PLANT LIST, THE DRAWING SHALL PREVAIL.
- LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
- STAKING AND GUYING ALTERNATIVES, METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO OWNER.
- PLANTS MASSSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
- PROVIDE A STEEL EDGE BETWEEN ALL PLANTING BEDS AND LAWN AREAS—REFERENCE LANDSCAPE PLAN.
- ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SHREDDED HARDWOOD MULCH—REFERENCE LANDSCAPE PLAN.
- LAY TALL FESCUE FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/OR LIMITS SPECIFIED IN LANDSCAPE PLAN. ALL AREAS WITHIN CITY R.O.W. SHALL RECEIVE SOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
- CONTRACTOR SHALL WARRANT PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF OWNER.
- ALL LANDSCAPE BED AREAS TO BE PREPARED USING "ORGANICALLY ENRICHED TOP SOIL" BY MISSOURI ORGANIC (OR APPROVED EQUAL). INSTALL TO DEPTHS PER PLANTING DETAILS (12" DEPTH MIN.). FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
- ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN.) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, AND FERTILE. POSSES A pH RANGE OF 7.0-7.5, AND BE FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS BRANCHES.



KHA PROJECT ZONE DATE		05/07/2023	
SCALE AS SHOWN		DESIGNED BY AMS	
DRAWN BY		CHECKED BY	
JDK		JDK	
<b>LANDSCAPE PLAN</b>			
CANYON CREEK PREPARED FOR STONEBRIDGE OUTDOOR			
SHEET NUMBER		L-100	
LENEA		KS	
Kimley-Horn		805 PENNSYLVANIA AVENUE, SUITE 150, KANSAS CITY, MO 64105 PHONE: (816) 234-7600 WWW.KIMLEY-HORN.COM CA 001512	
REVISONS		DATE	
No.		BY	



- ### LIGHTING NOTES
- ILLUMINANCE VALUES LISTED IN THE TABLES ARE IN FOOT-CANDLES (1 FC = 10.7639 LUX).
  - CALCULATED VALUES ARE DERIVED THROUGH A COMPUTER BASED MODEL WITH LIGHT FIXTURE DATA AS SUPPLIED BY MANUFACTURERS THROUGH IES FILES.
  - THE PHOTOMETRIC ANALYSIS IS BASED ON REQUIREMENTS SPECIFIED IN THE LENEXA, KS TITLE 4 UNIFIED DEVELOPMENT CODE, ARTICLE 4-1-C-4.
  - ANY DEVIATION FROM SPECIFIED FIXTURE MODELS AND MOUNTING HEIGHTS IN THIS PLAN WILL DISCOUNT THE VALIDITY OF THE CALCULATIONS.
  - THE PHOTOMETRIC ANALYSIS EXCLUDES ALL EXISTING AND PROPOSED OFF SITE STREET LIGHTING AND LANDSCAPE LIGHTING.
  - THE PHOTOMETRIC ANALYSIS EXCLUDES ALL PROPOSED BUILDING MOUNTED LIGHTING, COORDINATE WITH ARCHITECT FOR ANY BUILDING MOUNTED FIXTURES.
  - ALL LIGHT POLES TO HAVE 3FT SETBACK FROM EDGE OF CURB TO FACE OF FOUNDATION UNLESS ON AN ISLAND (IN WHICH CASE LIGHT POLE SHALL BE CENTERED IN ISLAND).
  - PHOTOMETRICS ARE CALCULATED BASED ON 3000K COLOR OUTPUT. CONTRACTOR SHALL CONFIRM EXACT OUTPUT COLOR WITH OWNER PRIOR TO PURCHASING.
  - FULL ELECTRICAL DESIGN INCLUDING POWER, CONTROL AND STRUCTURAL FOUNDATION BY OTHERS. BUILDING MOUNTED FIXTURES ARE CONSIDERED TO BE IRRELEVANT AND ONLY PROVIDE SIGNIFICANT LIGHTING TO ENTRANCES, WHICH IS TO BE PROVIDED BY OTHERS.

### PARKING LOT CALCULATION SUMMARY - 0FT AFG

LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
LENEXA, KANSAS PARKING LOT TARGET VALUES	ILLUMINANCE	FC	-	10.0	-	5:1	-
LENEXA, KANSAS PED. WALKWAY TARGET VALUES	ILLUMINANCE	FC	-	5.0	-	5:1	-
PARKING LOT TYPICAL	ILLUMINANCE	FC	1.45	4.2	0.3	4.83	14.00
PED. WALKWAY NORTH TYPICAL	ILLUMINANCE	FC	0.53	1.2	0.2	2.65	6.00
PED. WALKWAY SOUTH TYPICAL	ILLUMINANCE	FC	0.46	0.7	0.1	4.60	7.00

TARGET ILLUMINANCE VALUES BASED ON THE LENEXA, KANSAS ILLUMINANCE VALUES IDENTIFIED IN THE LENEXA, KS TITLE 4 UNIFIED DEVELOPMENT CODE, ARTICLE 4-1-C-4. ALL PARKING LOT AND PEDESTRIAN ILLUMINANCE CALCULATIONS TAKEN AT GRADE. PARKING LOT CALCULATIONS TAKEN WITH 10FTX10FT SPACING. PEDESTRIAN WALKWAY CALCULATIONS TAKEN WITH 5FTX5FT SPACING.

### PERIMETER CALCULATION SUMMARY - 5FT AFG

LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
LENEXA, KS RESIDENTIAL PERIMETER TARGET VALUES	ILLUMINANCE	FC	-	0.5	-	-	-
RESIDENTIAL PERIMETER TYPICAL	ILLUMINANCE	FC	0.10	0.5	0.0	-	-

PERIMETER CALCULATIONS ALONG DRIVE AISLE ENTRANCES ARE REMOVED FROM CALCULATION SUMMARY AS HIGHER VALUES ARE NECESSARY FOR PEDESTRIAN SAFETY. PERIMETER CALCULATIONS TAKEN AT 5' AVG. PERIMETER CALCULATIONS TAKEN WITH 10FT SPACING.

### LUMINAIRE SCHEDULE

SYMBOL	TAG	LABEL	MFR.	LLF	CRI	TILT	CUTOFF	LUM/FIXTURE	WATTS/FIXTURE	COLOR	DESCRIPTION
	P1	DSX1-LED-PS-30K-70CRI-T3M-HS	LITHONIA	0.700	70	0	FULL	16,917	138	3000K	SINGLE FORWARD THROW LUMINAIRE ON LITHONIA SSS POLE. INSTALL WITH INTEGRAL HOUSE SHIELD (HS)
	P2	DSX1-LED-PS-30K-70CRI-T3M-HS	LITHONIA	0.700	70	0	FULL	16,917	138	3000K	DUAL FORWARD THROW LUMINAIRE MOUNTED AT 180 DEGREES ON LITHONIA ISSS POLE. INSTALL WITH INTEGRAL HOUSE SHIELD (HS)

22' LUMINAIRE MOUNTING HEIGHT (P1 & P2). INSTALL LUMINAIRE ON 20' POLE WITH 2' FOUNDATION. CONTRACTOR SHALL COORDINATE POLE AND LUMINAIRE COLOR WITH OWNER PRIOR TO CONSTRUCTION. 3000K COLOR TEMPERATURE USED FOR REFERENCE - CONTRACTOR SHALL COORDINATE LUMINAIRE COLOR TEMPERATURE WITH OWNER PRIOR TO CONSTRUCTION. ALL LUMINAIRE SPECS SELECTED PER LENEXA, KS TITLE 4 UNIFIED DEVELOPMENT CODE, ARTICLE 4-1-C-4.

### LITHONIA DSX1 (P1 & P2)

**Specifications:** LED, 180° Beam, 138W, 16,917lm, 70CRI, 3000K, 20' Pole, 2' Foundation.

**Performance Tables:**

Mounting Height	Beam Spread	Footcandle (FC)	Footcandle (FC)	Footcandle (FC)
20'	10'	1.45	4.2	0.3
20'	15'	0.67	1.9	0.14
20'	20'	0.36	1.0	0.07

**Accessories:** External Pole Mount, House Shield, Tension Mounting System.

PHOTOMETRICS PLAN

CANYON CREEK PREPARED FOR STONEBRIDGE OUTDOOR LEXNA

DATE

NO. REVISIONS

BY

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
805 PENNSYLVANIA AVENUE, SUITE 150, KANSAS CITY, MO 64105  
PHONE: (816) 234-7700  
WWW.KIMLEY-HORN.COM CA 001512

KHA PROJECT NO. 2306010

DATE 05/07/2023

SCALE AS SHOWN






DESIGNED BY CND

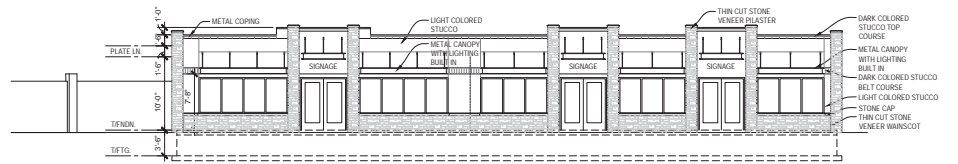
DRAWN BY CND

CHECKED BY JEC

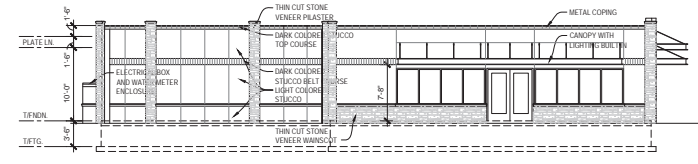
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KS

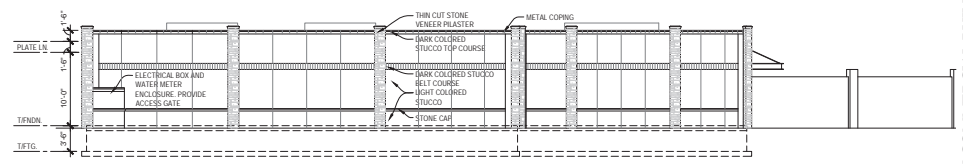
-  Light Colored Stucco:
-  Dark Colored Stucco:
-  Thin Cut Stone Veneer & Cap:
-  Metal Canopy:
-  Metal Coping:



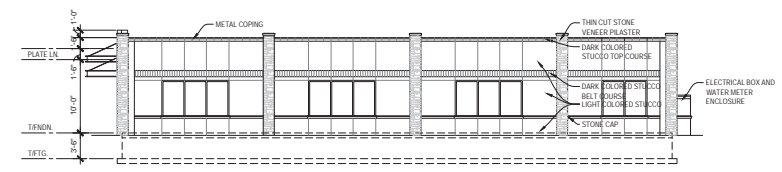
**FRONT (NE) ELEVATION**  
1/8" = 1'-0"



**SIDE (SE) ELEVATION**  
1/8" = 1'-0"



**REAR (SW) ELEVATION**  
1/8" = 1'-0"



**SIDE (NW) ELEVATION**  
1/8" = 1'-0"

ARCHITECTURE  
LANDSCAPE  
ARCHITECTURE  
ENERGY SERVICES  
P. 913.831.1415  
F. 913.831.1563  
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**NSPJ ARCHITECTS**  
3515 W. 75TH ST., SUITE 201  
PRAIRIE VILLAGE, KS 66208



A NEW COMMERCIAL BUILDING AT:  
**CANYON CREEK**  
PRAIRIE STAR PKWY. & SHADY BEND RD.  
LENEXA, KANSAS

DRAWING CHECK/EASE LOG  
2022 05 22 10:00 AM

JOB NO. 739823 DATE 05.22.23  
DRAWN BY PS / CR

SHEET NAME  
ELEVATIONS - COMMERCIAL 1  
SHEET NO.

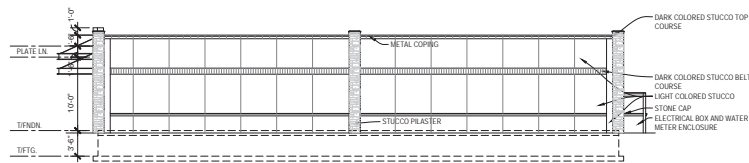
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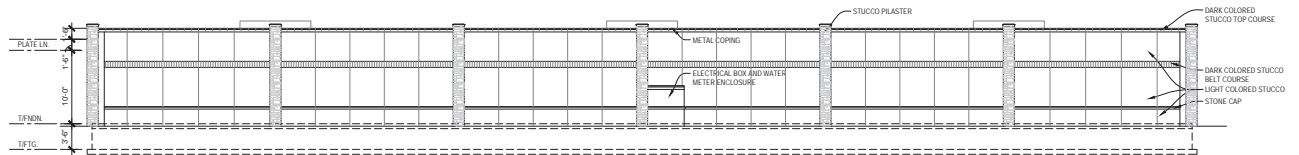
**FRONT (SOUTH) ELEVATION**

1/8" = 1'-0"



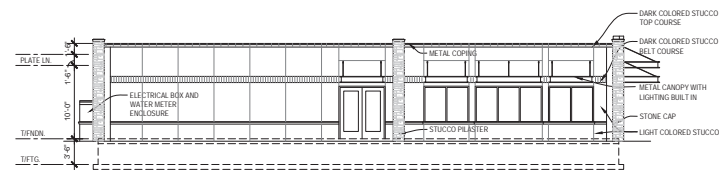
**SIDE (EAST) ELEVATION**

1/8" = 1'-0"



**REAR (NORTH) ELEVATION**

1/8" = 1'-0"



**SIDE (WEST) ELEVATION**

1/8" = 1'-0"

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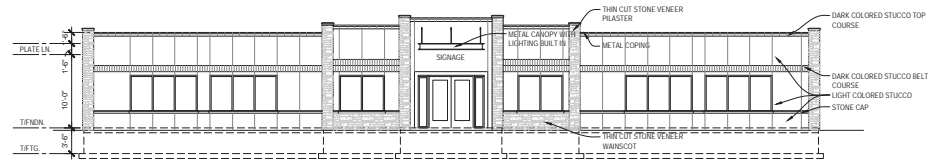
A NEW COMMERCIAL BUILDING AT:  
**CANYON CREEK**  
PRAIRIE STAR PKWY. & SHADY BEND RD.  
LENEXA, KANSAS

DRAWING RELEASE LOG  
2022 RELEASED

JOB NO. 738923 DATE 05.22.23  
DRAWN BY PS / CR

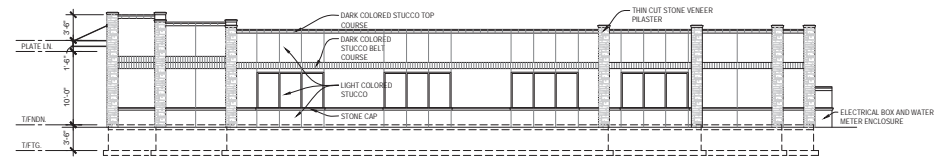
SHEET NAME  
ELEVATIONS -  
COMMERCIAL 2  
SHEET NO.

**A2.20**



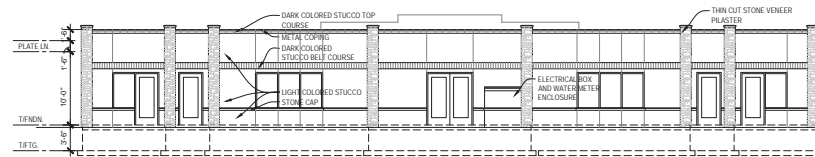
**FRONT (SOUTH) ELEVATION**

1/8" = 1'-0"



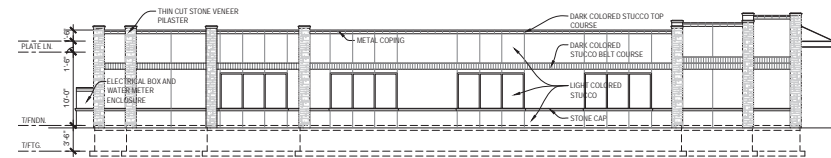
**SIDE (EAST) ELEVATION**

1/8" = 1'-0"



**REAR (NORTH) ELEVATION**

1/8" = 1'-0"



**SIDE (WEST) ELEVATION**

1/8" = 1'-0"

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**ARCHITECTS**  
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PRAIRIE VILLAGE, KS 66208



A NEW COMMERCIAL BUILDING AT:  
**CANYON CREEK**  
PRAIRIE STAR PKWY. & SHADY BEND RD.  
LENEXA, KANSAS

DRAWING CHECK/EASE LOG  
2023.05.22.23

JOB NO. 739823 DATE 05.22.23  
DRAWN BY PS / CR

SHEET NAME  
ELEVATIONS -  
COMMERCIAL 3  
SHEET NO.

**A2.30**

5. **Canyon Creek Commercial** - Consideration of a preliminary plan for a commercial development located at the southwest corner of Prairie Star Parkway and Shady Bend Road within the CP-1, Planned Neighborhood Commercial District. PL23-04P

**APPLICANT PRESENTATION:**

Andrew Kibble, Kimley-Horn and Associates said the proposed project consists of commercial space and a daycare. He discussed their grading and lighting plan. He emphasized that the lighting will be directed away from the adjacent duplexes. He displayed architectural photos and elevations and noted some of the materials that will be used. There will be a shared parking agreement throughout the property.

**STAFF PRESENTATION:**

David Dalecky presented the Staff Report. He showed an aerial image of the site. The area west of Shady Bend Road will remain commercial for a community node as a part of the Vision 2040 Plan. Residents of nearby developments will have access to the commercial center. There are three components of development in this vicinity, which consist of duplexes, commercial uses, and a daycare. He listed the requested special setback deviations from Prairie Star Parkway and said Staff supported the requests. He explained the landscape plan and noted that it complies with the City's buffer requirements. He displayed elevations of the proposed plans and concluded that Staff was recommended approval.

**PLANNING COMMISSION DISCUSSION:**

Commissioner Katterhenry said he had no opposition but did have a little concern of the encroachments and setbacks.

Commissioner Burson asked the applicant which building is driving the project. Andrew Kibble said the construction would begin on the outside and then work its way into the interior part of the site, that is how they got the shapes of their buildings. They plan to start with the coffee and retail first, then move towards the daycare and multi-tenant.

Commissioner Horine recommended improvements to the appearance of the site from Prairie Star Parkway because that portion of the design looked plain.

Commissioner Macke said she also struggled with the encroachments with the building and the fence, especially with it backing up to Prairie Star Parkway because it will be front and center.

Chairman Poss said that the requested deviations are acceptable, but the view from Prairie Star Parkway needs to look more appealing.

**MOTION:**

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plan for **Canyon Creek Commercial** located at the southwest corner of Prairie Star Parkway and Shady Bend Road, for neighborhood retail uses, with deviations as noted within the Staff Report.

Moved by Commissioner Woolf, seconded by Commissioner Horine, and carried by a unanimous voice vote.

**From:** Kim G <[kim.galbreath@gmail.com](mailto:kim.galbreath@gmail.com)>  
**Sent:** Sunday, June 11, 2023 4:27 PM  
**To:** Bill Nicks <[bnicks@lenexa.com](mailto:bnicks@lenexa.com)>  
**Subject:** Planning commission PL23-04P

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon-

I am writing to you about the planned development on Prairie Star parkway. There was a planning commission hearing on June 5 about this parcel (PL23-04P) and deviations needed for the commercial properties. I was unable to attend so I am unaware if they were adopted as was recommended by staff.

Parkways are established to allow for a setback away from development for esthetics and for the community to enjoy the greenway and walk bike exercise along the road. Prairie star parkway goes from 435 out to the western edge of the city approximately 10 miles. It is beautiful allowing for exercise and enjoyment with nothing closer than hundreds of feet with the exception of neighborhoods signage/entrances. Unfortunately on the western edge of the parkway a developer wants to build into the 50 foot easement allowed for parkways to enjoy. The sidewalks along the parkway are 10' wide and 15 feet from the street, the edge of the sidewalk is 25 feet from PSP. The developer wants to build into the easement up to within 5 feet of the sidewalk. This is not the parking lot of the commercial structure but the back of the 3 buildings. This is not esthetically pleasing and does not allow for walking or exercise along the parkway. It should be denied.

The day care on the western edge is to have fencing the is 15 feet from the side street (also encroaching) and 25-30 from the parkway, within 5 feet of the sidewalk. It states on the literature that the fence will be wrought iron or another similar material. Wooden fencing is not wrought iron and will not be esthetically pleasing and will also make it difficult to walk next to. This is what is now around part of the Mize hill development. The second building has a significant corner in the easement and backs up to the parkway. With the proposed third building, half of the building is constructed entirely in the easement. Parking for all the buildings is at the front of the property and is not next to the street. If the parking was moved to between the parkway and buildings then it wouldn't encroach on the established sidewalks. Another question is where are the trash enclosures going to be? Hvac systems? Electrical? Know they won't be not he front of the businesses. Why would the planning commission allow for the businesses to face the opposite way of the street and to encroach not a little but hundred or thousands of square feet into the easement and the city property??? This is an awful large amount of land the city is giving away.

When this parcel is developed it should be within the square footage purchased and not building and fencing into the easement making the citizens run into and look at the back of the buildings fencing and trash receptacles.

Thank you for your response,

Kim Galbreath  
26074 W 96th St  
Lenexa KS 66227  
913-744-9039

o

--

Kim Galbreath

**From:** Barbara Eidt <[beidt50@att.net](mailto:beidt50@att.net)>  
**Sent:** Wednesday, June 7, 2023 12:50 PM  
**To:** Bill Nicks <[bnicks@lenexa.com](mailto:bnicks@lenexa.com)>  
**Subject:** Fw: New message posted at Canyon Creek Point

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bill

This would be 2 blocks from our home at canyon creek point subdivision. Our entire neighborhood is very against this. It's one thing to do commercial development at a highway exit and a totally different scheme to put one surrounded by homes. Please help us stop this!!

Thank you

Barb eidt

[Sent from AT&T Yahoo Mail on Android](#)

---

Barbara, Natalie, Christina-

The following message has been posted in the "Announcements" section.

---

### **Proposed Commercial Development**

Below is a link to the City Planning Commission Meeting held on Monday concerning the proposed commercial development for the southwest corner of Prairie Star Parkway and Shady Bend Road.

[Commercial Development:](#)

Thank you. Young Management Group

---

To view the message on the website, please click on the link below.

<http://canyoncreekpointhoa.com/announcements>

This email was sent to you because you have registered on the [Canyon Creek Point website](#). Please do not reply to this email address as it is a non-monitored account. If you have questions please contact your [website administrator](#).

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**ITEM 11**

---

**SUBJECT:** Consideration of a rezoning and companion preliminary/final plan for an entertainment, indoor use known as The Mint and office uses, located at 12345 W. 95th Street

**CONTACT:** Stephanie Kisler, Planning Manager

**DATE:** June 20, 2023

---

**ACTION NEEDED:**

- a. Pass an ordinance rezoning property located at 12345 W. 95th Street, from the CP-O, Planned Neighborhood Office, and the CP-3, Planned Regional Commercial, Zoning Districts to the CP-1, Planned Neighborhood Commercial Zoning District, and
- b. Approve the companion preliminary/final plan for The Mint.

**APPLICANT:**

Henry Klover, Klover Architects

**OWNER:**

Steve Beaumont, Monore 95, LLC

**PROPERTY LOCATION/ADDRESS:**

12345 W. 95th Street

**PROJECT BACKGROUND/DESCRIPTION:**

The applicant requests approval to rezone the property at 12345 W. 95<sup>th</sup> Street from the CP-O, Planned Neighborhood Office, and the CP-3, Planned Regional Commercial, Zoning Districts to the CP-1, Planned Neighborhood Commercial District to repurpose the existing building into an "entertainment, indoor" use (banquet facility), known as The Mint, with office tenants remaining on the second floor. The building is currently a two-story office building with a basement level.

A companion preliminary/final plan was considered by the Planning Commission at the June 5, 2023 meeting. The project entails interior renovations along with exterior site changes, including conversion of the bank drive-thru structure to an enclosed space and reconfiguring the parking lot for improved circulation and more efficient distribution of parking stalls. The plans indicate retaining some existing nonconforming site conditions, which are noted as deviations. The deviations that are not due to preexisting nonconforming conditions are due to the limited size and space available on the property. Requested deviations are related to requirements for:

- site area
- building setback
- parking setback
- drive aisle width
- parking stalls
- sidewalk width

- parking lot landscaping
- perimeter landscaping
- land use intensity buffer requirements

The plan includes reductions in the degree of nonconformity as much as possible while maintaining vehicular circulation throughout the site, reducing pavement, and providing additional landscaping and open space. Staff and the Planning Commission support the requested deviations. The companion final plan does bring certain aspects of the site closer to compliance with the development code, but also includes deviation requests to allow several of the existing site conditions to remain, as well as a condition requiring the owner to provide an easement to accommodate the City constructing a sidewalk along Monrovia in the future.

**STAFF RECOMMENDATION:**

Passage of the ordinance and approval of the companion preliminary/final plan.

**PLANNING COMMISSION ACTION:**

This item was considered at the June 5, 2023 Planning Commission meeting. No one spoke at the public hearing. The applicant explained the proposed reuse of the existing office building for a reception hall and banquet facility. The Commissioners all spoke in general support of the proposed rezoning and final plan to modify the building and parking areas. Some Commissioners raised the issue of the appearance of the existing fenced mechanical court on the east side of the building along Monrovia Street. The applicant stated that the mechanical equipment is to remain in this location due to the type of system and the cost to move the system is exceedingly expensive. The applicant stated that the equipment will be screened with a fence that is identical to the new fence for the outdoor patio space on the west side of the building, which is a privacy fence. The applicant stated that the owner will coordinate screening of the equipment with City staff as the project moves forward.

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning for The Mint located at 12345 W. 95th Street from the CP-O, Planned Neighborhood Office, and the CP-3, Planned Regional Commercial, Zoning Districts to the CP-1, Planned Neighborhood Commercial Zoning District. Moved by Commissioner Katterhenry, seconded by Commissioner Macke, and carried by unanimous voice vote.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Thriving Economy

**Guiding Principles**  
Responsible Economic Development

**ATTACHMENTS**

1. Map
2. PC Staff Report & Exhibits
3. PC Draft Minutes Excerpt
4. Ordinance





Document Path: R:\vdata\ldo\scratch\VIC MAP projects\Wantage\template.aprx

Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

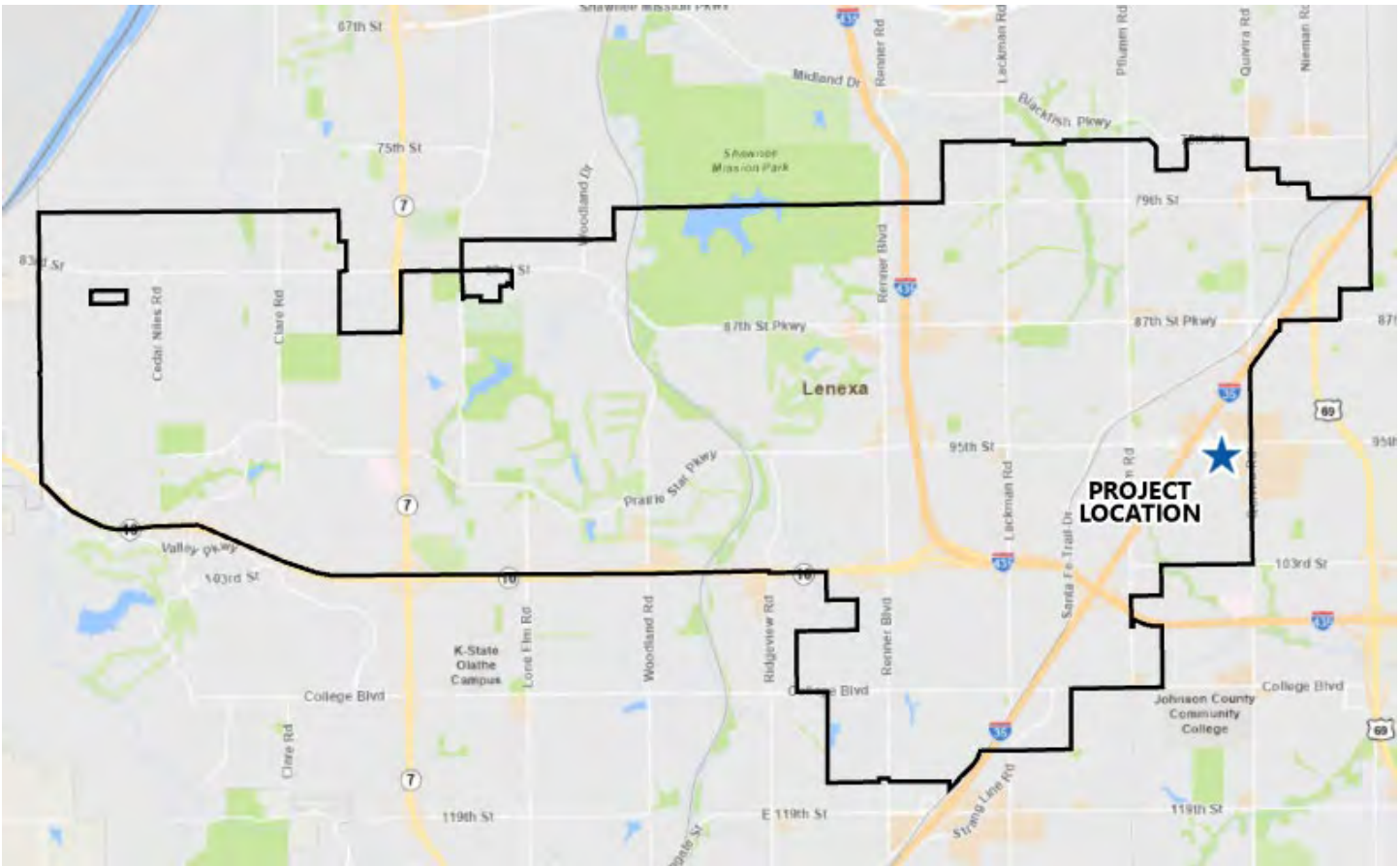
# The Mint

## RZ23-04 & PL23-13F



**THE MINT**

<b>Project #:</b>	RZ23-04 & PL23-13F	<b>Location:</b>	12345 W. 95 <sup>th</sup> Street
<b>Applicant:</b>	Henry Klover, Klover Architects	<b>Project Type:</b>	Rezoning & Final Plan
<b>Staff Planner:</b>	Dave Dalecky	<b>Proposed Use:</b>	Entertainment, indoor (banquet facility) and office uses



**PROJECT SUMMARY**

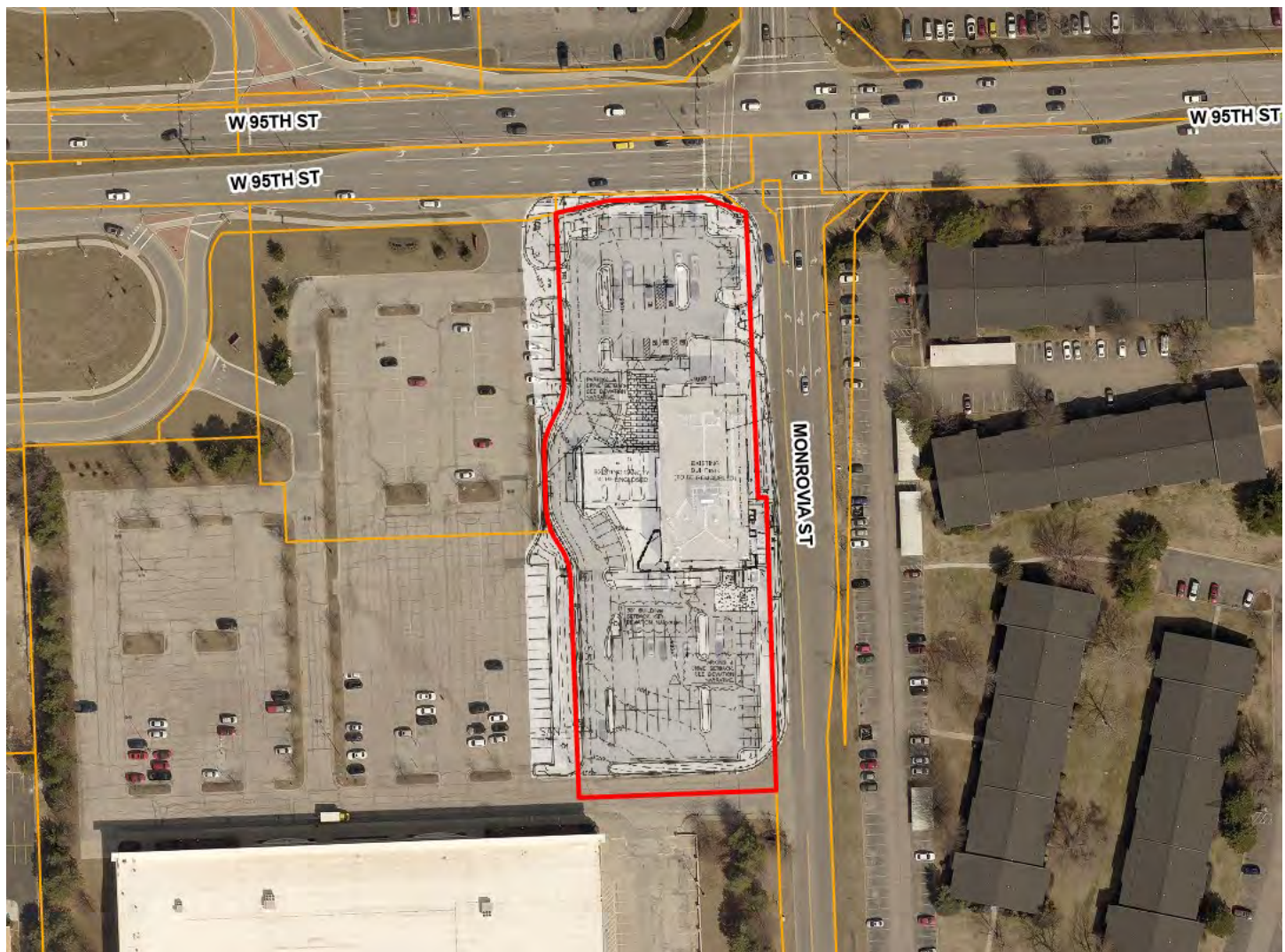
The applicant requests approval to rezone the property at 12345 W. 95<sup>th</sup> Street from CP-O, Planned General Office District, to CP-1, Planned Neighborhood Commercial District, and final plan approval to repurpose the existing building into a banquet facility. The building is a two-story office building with a basement level. The site is located at the southwest corner of 95<sup>th</sup> Street and Monrovia Street. The primary tenant is currently Bank of America on the ground floor and has various office tenants on the second floor. The project will include interior renovations, a conversion of the bank drive-thru structure to an enclosed space and reconfiguring the parking lot for improved circulation and more efficient distribution of the parking stalls. The development includes existing nonconforming site conditions. The companion final plan includes deviation requests to allow several of these existing site conditions to remain. A public hearing is required for the rezoning request.

**STAFF RECOMMENDATION: APPROVAL**

## SITE INFORMATION

This site is a two-story office building originally built in 1972. Bank of America is the primary tenant on the ground floor with additional office tenants on the second floor. The site is integrated with the neighboring retail development to the west and south but is not associated with the adjacent development as a contiguous commercial center. The subject property and adjacent development share access drives from the public streets. The owner of the subject property also has a shared parking agreement with the adjacent land owner to allow use of the parking lot to the west and south. The neighboring buildings are a QuikTrip convenience store and the recently renovated Living Spaces furniture store. The site has been zoned for office uses for several years, predating the system for maintaining development records.

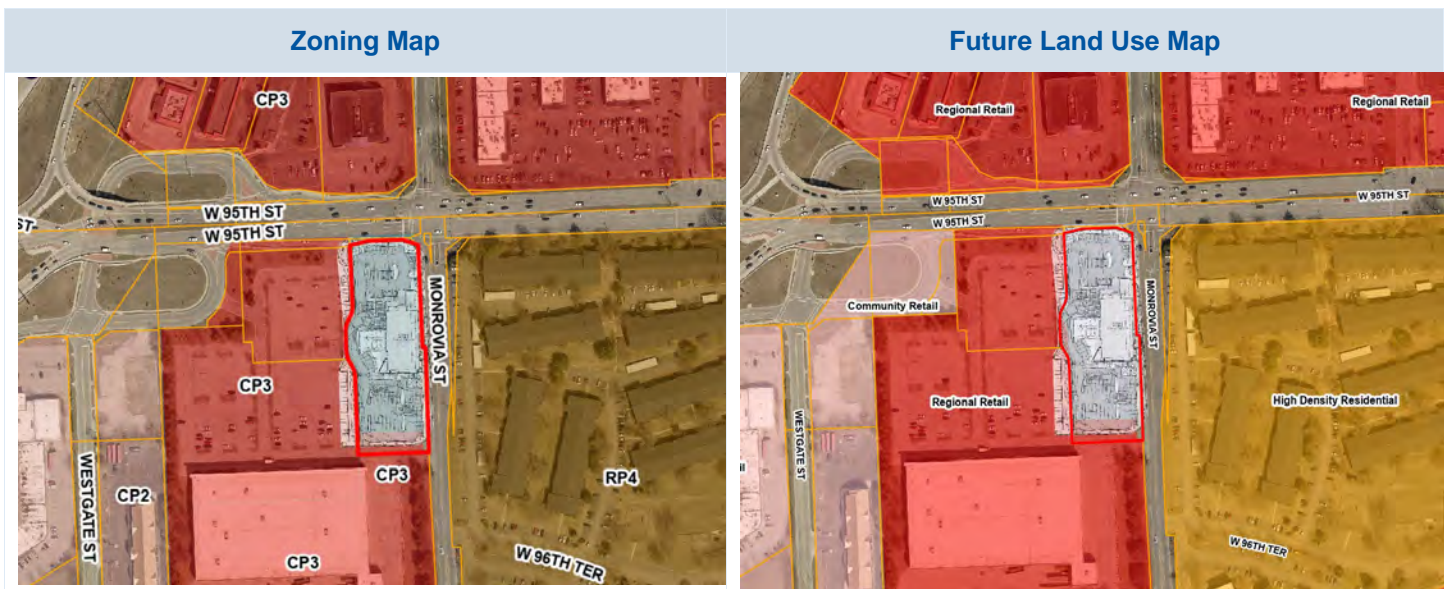
LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
1.93	33,396	CP-O	Office/Employment Center



*Exhibit 1: Aerial Image of Subject Site*

## LAND USE REVIEW

The proposed use is for a banquet facility, which falls within the definition of the “*Entertainment, indoor*” use category. This definition is within [Section 4-3-C-3](#) of the Unified Development Code (UDC). The *Entertainment, indoor* land use is allowed by right in the CP-1 Zoning District, but not allowed by right or by special use permit in the CP-O Zoning District. The site must be rezoned to a district that permits the banquet facility. The site is on 95<sup>th</sup> Street, between Quivira Road to the east and I-35 Interstate Highway to the west. This is a business corridor with a concentration of regional commercial centers and medium to medium-high density residential uses. The proposed commercial use is consistent in character to the zoning pattern and mix of uses along this corridor. The banquet facility will be on the ground floor of the building and will use rooms within the lower level. The second floor of the building will remain as tenant spaces for office uses.

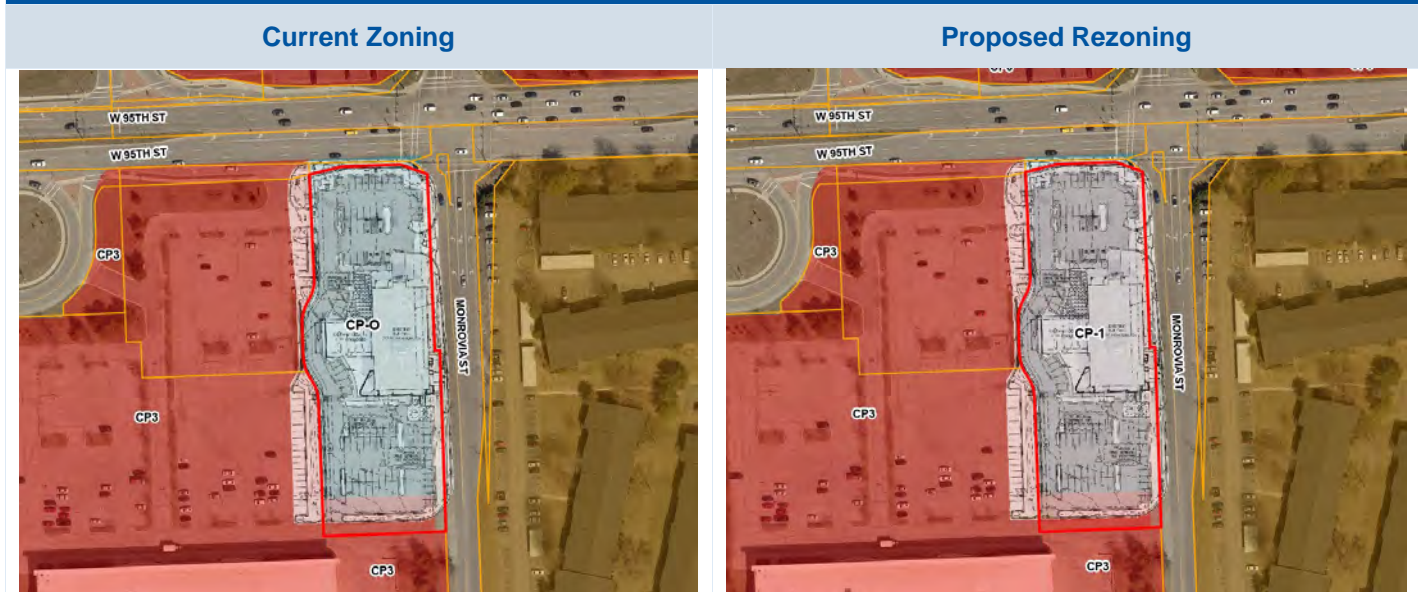


**TABLE 1: COMPARISON OF SURROUNDING PROPERTIES**

Vicinity	Land Use Designation	Zoning	Current Use
<b>Subject Property</b>	Office/Employment Center	CP-O, Planned General Office District	Office
<b>North</b>	Regional Retail	CP-3, Planned Regional Commercial District	Retail, & Auto Service, Limited
<b>South</b>	Regional Retail	CP-3, Planned Regional Commercial District	Retail
<b>East</b>	Medium Density Residential	RP-4, Planned Residential (High-Density) District	Multi-Family Residential
<b>West</b>	Regional Retail	CP-3, Planned Regional Commercial District	Convenience Store

## REZONING REVIEW

**TABLE 2: REZONING ANALYSIS**



Staff provides the following analysis for the review criteria within [Section 4-1-G-5](#) of the UDC.

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

The character of the neighborhood is a predominantly commercial corridor with a multi-family residential development directly to the east. Commercial uses extend further north and south of the frontage along the 95<sup>th</sup> Street corridor. The multi-family development to the east is a 33-acre apartment development. Additional multi-family development is further south and southeast of the site.

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

The adjacent properties to the north, south and west are zoned for commercial uses. The property to the east is zoned for multi-family residential use.

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

The property is suited for the existing CP-O zoning and for the proposed zoning district of CP-1, Planned Neighborhood Commercial District. The site is along a commercial corridor of relatively high intensity uses. The site has been the subject of several inquiries for a car wash use which would intensify traffic congestion in this area too greatly in Staff's opinion. The car wash use is not allowed in the CP-1 zoning district and so while the CP-1 zoning district is supported by Staff, any higher commercial zoning at this site would not be supported by Staff.

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

The proposed use will not detrimentally affect nearby property. The use is consistent with the uses of adjacent properties and is an appropriate transitional use to the multi-family development to the east.

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

The site has been developed with the existing office building since 1972.

**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.**

It is Staff's opinion that denial of this rezoning would have no gain to public health, safety, or welfare.

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

See Staff's recommendation and the end of this report.

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

The Future Land Use designation for the site is Office/Employment Center, which is not fully consistent with the request to rezone to the CP-1, Planned Neighborhood Commercial District. The proposed commercial zoning district is the lowest intensity of the "family" of commercial districts. Sites which are zoned CP-1 will often contain office uses and this site is no different as the second floor of the building will continue to be office tenant spaces. It is Staff's opinion the proposed use is an appropriate use based on the context of the site, in association with the companion final plan for the building renovations and site modifications.

**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.**

The residence is in a developed region of the City. Adequate utilities and services are provided to the subject property.

**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 the proposed use will not adversely impact the capacity or the safety of the street network or present a parking problem in the vicinity of the site. The site contains 87 parking stalls. The applicant has a pre-established shared parking agreement with the adjacent retail development for an additional 55 stalls.



Exhibit 2: Shared Parking

This is a total of 142 parking stalls. The number of parking stalls required for the combined uses on-site is 158. The two uses, banquet facility and offices, will function in a complementary manner, as the banquet facility will not have a need for parking while the office use does and vice versa. The total number of 142 parking stalls provided for the uses does not meet the requirements for both uses together but exceeds the parking demand for either use during the times of the day that the demand for parking for either use will be occurring.

TABLE 3: PARKING STANDARDS

Use	Standard		Required	Provided
Entertainment, indoor	1 space per 200 square feet or 1 space per 3 seats, whichever is greater	23,094 square feet, 350 seats	117	
Office	1 space per 250 square feet	10,302square feet	41	
TOTAL		<i>with shared parking</i>	<b>158</b>	142

**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.**

The site is currently a developed lot with an office building and parking. The plan results in a reduction of paved surface area. The site is along a predominantly commercial corridor, next to a 24-hour convenience store, a large retail store and across Monrovia Street from multi-family residential. The proposed use of a banquet facility will likely generate more activity than the bank tenant, the increase in activity is not likely to be excessive or unreasonable.

**12. The extent to which the proposed development would adversely affect the capacity or water quality of the stormwater system, including without limitation, natural stream assets in the vicinity of the subject property.**

The site is currently a developed lot with an office building and parking. The plan results in a reduction of the paved surface area. The proposed modifications to the site will not adversely affect the capacity or water quality of the stormwater system.

**13. 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 final plan includes requests for deviations from the Unified Development Code. The deviations will allow various nonconforming conditions. The proposed final plan will reduce the degree of some of the nonconformities, with modest increases to setbacks along the right-of-way, but will not bring the site into compliance of the minimum bulk and area requirements of the UDC.

## FINAL PLAN REVIEW

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The site is located at the immediate southwest corner of 95<sup>th</sup> Street and Monrovia Street. The site is a rectangular lot that has 160 feet of frontage onto 95<sup>th</sup> Street and 500 feet of frontage on Monrovia Street. The building is centrally located on the lot with parking on the north and south sides of the building. Access into the site is from a right-in-right-out only drive onto Monrovia Street. This drive has a median that directs drivers to make only a right turn and continue southbound on Monrovia Street. The other access locations into the site are from private drives on the west and south sides of the site. The two parking areas are linked by a drive aisle along the west side of the site. The drive aisle is curved around an addition to the building, which is the enclosed drive-thru canopy of the Bank of America canopy. A row of parking is provided along this drive.





Exhibit 3: Site Plan

The parking areas will be modified, and the pavement edges adjusted to improve circulation and be more efficient. New sidewalks will be provided from the site to the west and lead to the public sidewalk on 95<sup>th</sup> Street.

A sidewalk is not proposed to be provided on Monrovia Street, though Staff considers this to be an important link in the sidewalk system for the area. There are certain impediments that make it very costly to install a sidewalk along Monrovia, particularly the limited space between the existing building and the right-of-way line due to existing utility structures and private mechanical equipment within the sidewalk area. Because the proposed project is limited in scope, compared to a complete tear-down and rebuild, Staff does not recommend that the applicant expend significant costs to move the private equipment and public utilities and install the sidewalk along Monrovia. Instead, Staff recommends that a sidewalk easement be granted to the City so that a sidewalk may be constructed at some time in the future at the City's cost. The sidewalk easement is to be ten feet wide along the east property line to allow for the sidewalk and for room to complete construction. The landscape plan shows additional trees to be installed along Monrovia Street. The plans must be revised to account for a future sidewalk along the street.

The building is two stories with a basement. The enclosure of the drive-thru canopy increases the overall square footage of the building to 33,803, of which 23,094 square feet is for the banquet facility and 10,302 square feet is office space. The enclosed drive-thru canopy is 2,490 square feet. This space is referred to as the "Chapel" and will be used for wedding ceremonies and the remodeled ground floor will be used for the reception. A patio space is enclosed in a new privacy fence is provided on the north side of the Chapel. New overhead glass doors are along the north façade of the Chapel for direct access onto the patio.

The full ground floor of the building is space for the banquet facility. The remodeled lobby, former bank teller area, and vault will all be incorporated into the seating space and reception area. Other rooms will be used for preparation and support areas for the event. The basement level of the building will have rooms for support functions of the banquet facility and will have service areas for the overall building. The second floor of the building will remain office tenant spaces.

## DEVIATIONS

The site will remain very similar to the current configuration with modifications to the parking areas, cosmetic changes to the exterior of the building, and additional landscaping. The site has several nonconformities pertaining to setbacks and site area requirements. The proposed modifications to the site will not alleviate all the nonconformities. The following table lists the deviation requests.

TABLE 4: DEVIATIONS					
Deviation	Code Section	Existing Nonconformity	Requirement	Proposed	Difference
Minimum Site Area	4-1-B-13-F	Y	3 acres	1.93 (net area) 2.5 (gross area)	0.5 acres
Building Setback (east)	4-1-B-13-F	Y	30 feet	12.5 feet	17.5 feet
Building Setback (west)	4-1-B-13-F	Y	30 feet	28.8 feet	1.2 feet
Parking Setback along Streets	4-1-D-1-O-4-g	Y	20 feet	6 feet	14 feet
Parking Setbacks Along Common Property Lines	4-1-D-1-O-4-g	Y	10 feet	0 feet	0 feet
Drive Aisle Width	4-1-D-1-O	N	25 feet	24 feet	1 foot
Minimum Parking Stalls	4-1-D-1-C	N	188 stalls	142 stalls	46 stalls
Minimum Sidewalk Width	4-1-D-1-O-8	N	7 feet	5 feet	2 feet
Minimum Parking Lot Landscaping	4-1-D-2-M	Y	7.5 percent of parking lot area	2.8 percent	4.7 percent
Minimum Perimeter Landscape Requirement	4-1-D-2-L	Y	1 shade tree, and 9 shrubs per 100 feet of property line	1 tree, and 5 shrubs	4 trees, 36 shrubs
LUI Buffer	4-1-D-2-N	Y	1 shade tree, 2 evergreen trees, and 10 shrubs for every 100 feet	No evergreen trees	9 evergreen trees

Many of the deviations requested with the final plan application are a product of the existing nonconformities of the existing site. The deviations which are not due to preexisting nonconforming conditions are due to the limited size and space of the available on the property. The plan includes reductions of the degree of the nonconformities as much as possible while maintaining vehicular circulation through the site and reducing pavement and providing additional landscaping and open space. The list of deviations may appear extensive but are either existing nonconforming conditions of the site which are being brought closer to conformance to the code or are due to the limitations of the site.

The landscape deviations are requested because the site does not have adequate space to install the minimum landscaping without removing parking and drive aisles, by doing so, the operation of the site would be impacted and further reduce parking stalls available for the employees and visitors to the site.

The UDC has different standards for consideration of requests for deviations, depending on what the deviation is for. [Section 4-1-B-27-G](#) of the UDC lists criteria for specific code sections. The criteria are written to protect the rights of adjacent property owners and to not be construed as a privilege awarded to the applicant. It is Staff’s opinion the proposed application satisfies the criteria stated in the UDC.

[Section 4-1-D-1-S](#) of the UDC lists criteria for review of off-street parking, bicycle parking, drive-thru queuing and loading standards. The criteria to be considered by the Planning Commission are:

- a. Purpose and intent of the Code.
- b. Impact on adjacent properties.
- c. Safety.
- d. Unique site conditions and constraints.
- e. Promotion of high quality or unique design.
- f. Character of the neighborhood.

The applicant provided a summary of the requested deviations. The applicant’s summary of the request for the deviations are not verbatim as the two code sections listed above but are consistent with both sets of criteria. Staff supports the requested deviations and finds the criteria listed above are satisfactorily addressed by the proposed site plan.

## ARCHITECTURE

The office building is a precast concrete building with a stucco roof trim element and banks of windows. The building is very modern in character with a minimal level of detail. The windows are vertical features with trim elements continuing from ground level to the roof element. Both the north and south façade have a large storefront window feature which also contain the main entrances to the building.



*Exhibit 4: North Elevation Rendering*

The modifications to the building will be to enclose the drive-thru canopy as a building addition for a chapel space for the banquet facility. The enclosed space will be finished in a similar style to the existing building. The addition will use cast stone for the walls, new windows on the south façade, and operational overhead doors on the north façade. The colors will be similar to the current color scheme, using tan and gray colors for façade. The overhead doors are full glass doors and will open onto a patio space. A composite wood fence is installed around the patio space on the north side of the building addition.

To create more architectural character to the building, molded panels are proposed on the north and south façade of the building and on the façades of the addition. The molded panels are “Greek Revival” style elements with fluted relief lines both horizontal and vertical and a row of stars. The height of the panels will be taller on the two-story sections of the building. The taller panels will include a capital letter M. The panels are to reflect the imagery of currency to continue the theme of “The Mint.” The panels add relief to the building where the façade is otherwise relatively plain.

To enhance the decorative panels and the columns at the north façade, light fixtures will be used to highlight these architectural features. The colors of the light fixtures may be changed to coordinate with a specific event. [Section 4-1-C-4-I-10](#) of the UDC regulates the type of lighting that is used to highlight architectural features for buildings. The lighting is not intended to create a wash of lighting along the entire façade of a building. The light fixtures shall be controlled and shielded to limit the illumination to the detail or specific feature of the building. The light colors are not allowed to randomly change or change in a choreographed or patterned display.

The building currently has a series of cellular antennas mounted on the roof at all four corners of the building. The antennas will be moved to a roof structure in the middle of the building.

## LANDSCAPING

The site currently has limited landscaping around the perimeter and in the parking lot. The modifications to the site will increase the parking setbacks along both 95<sup>th</sup> Street and Monrovia Street and add parking lot islands to the south parking lot. The new islands in both the north and south parking areas will provide additional landscaping in these parking lots.

The plan shows additional trees and shrubs installed along 95<sup>th</sup> Street and Monrovia Street in the increased space provided by moving the curb line of parking areas further from the property line. The trees shown on the Monrovia Street frontage are to be installed so that adequate space is provided for a future sidewalk along the street. The landscape plan must be revised to reflect appropriate locations for the trees along the east side of the property. Permit plans will be reviewed to confirm the placement of the trees provides the appropriate space.

The drive aisle along the west property line is directly at the property line which results in no additional landscaping on the west property line. The site is adjacent to the QuikTrip store and the parking lot for Living Spaces. The QuikTrip site contains a narrow strip of landscaping with shrubs adjacent to the north side of the site and a sloped landscape area with existing trees is provided on the Living Spaces parking lot side of the site.

[Section 4-1-D-2-C](#) of the UDC allows for consideration of alternative design for the landscaping of a site. The reduced amount of landscaping is listed in the Deviations section of the Staff report. It is Staff’s opinion the reduced amount of landscaping is reasonable for this site due to the space constraints for the redevelopment of the site.

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## REVIEW PROCESS

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- This project requires a recommendation from the Planning Commission and approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on June 20, 2023.
- Approval of the Final Plan by the Planning Commission for The Mint is contingent on approval of the Rezoning by the City Council on June 20, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

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## RECOMMENDATION FROM PROFESSIONAL STAFF

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- ★ **Conduct a Public Hearing on the rezoning request.**
- ★ **Staff recommends approval of the proposed rezoning and final plan for The Mint.**
  - This application supports the following goal from Vision 2040:
    - Thriving Economy

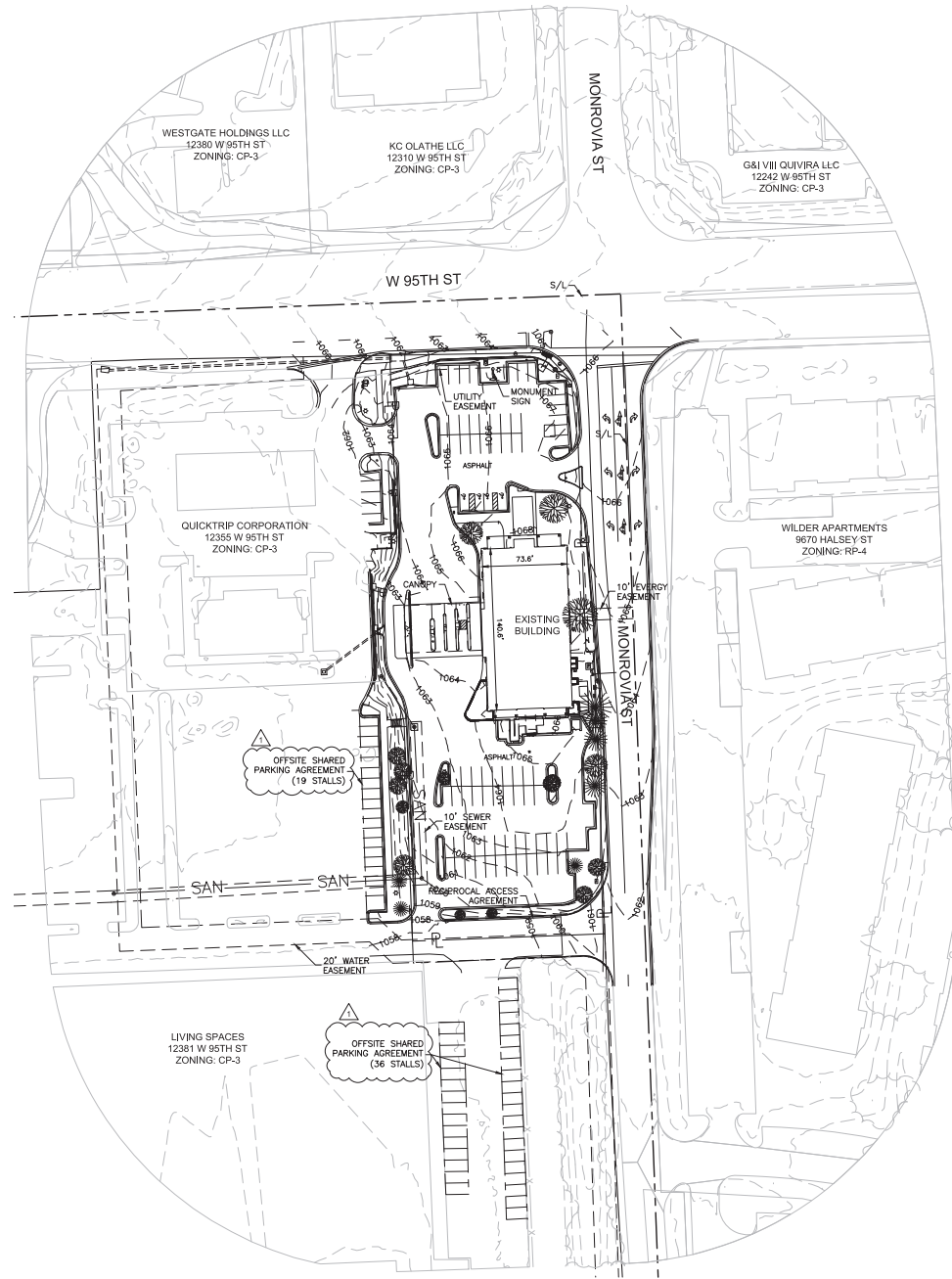
### REZONING

Staff recommends **approval** for rezoning property from CP-O to CP-1 for **The Mint** located at 12345 W. 95<sup>th</sup> Street.

### FINAL PLAN

Staff recommends **approval** of the final plan for **The Mint** located 12345 W. 95<sup>th</sup> Street, for a banquet facility and office uses, with the deviations from the UDC as listed in the Staff Report and the following conditions:

1. The applicant shall provide to the City's benefit a 10-foot-wide public sidewalk easement along Monrovia Street prior to the issuance of a building permit; and
2. The landscape plan shall be revised prior to the issuance of a building permit to accommodate the public sidewalk easement and future sidewalk.



**FEMA INFORMATION**

SITE IS NOT LOCATED IN A FLOOR HAZARD AREA PER FEMA FIRM MAP 20091C0051G, AUGUST 3, 2009.

**LEGAL DESCRIPTION**

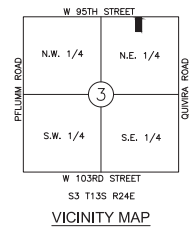
HOME QUARTERS LT 2 EX 80 NW CR LT 2 E 134.91' TO N NE CR SE 33.98' TO E NE CR NW 39.51' W 80.69' SW 44.51' TO W/L N 15.31' TO POB IN ST LEC 208 2A 2

**CONTACT INFORMATION**

**DEVELOPER/OWNER**  
MONROE 95 LLC  
PO BOX 15207  
LENEXA, KS 66285

**ARCHITECT**  
KLOVER ARCHITECTS  
8913 FENROSE LN, #400  
LENEXA, KS 66219  
(913)649-8181

**ENGINEER**  
MKEC ENGINEERING, INC.  
11827 W 112TH ST, SUITE 200  
OVERLAND PARK, KS 66210  
(913)317-9390

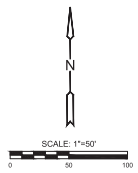


REZONING AND FDP FOR  
**THE MINT**  
 12345 W 95TH STREET, LENEXA, KS 66215

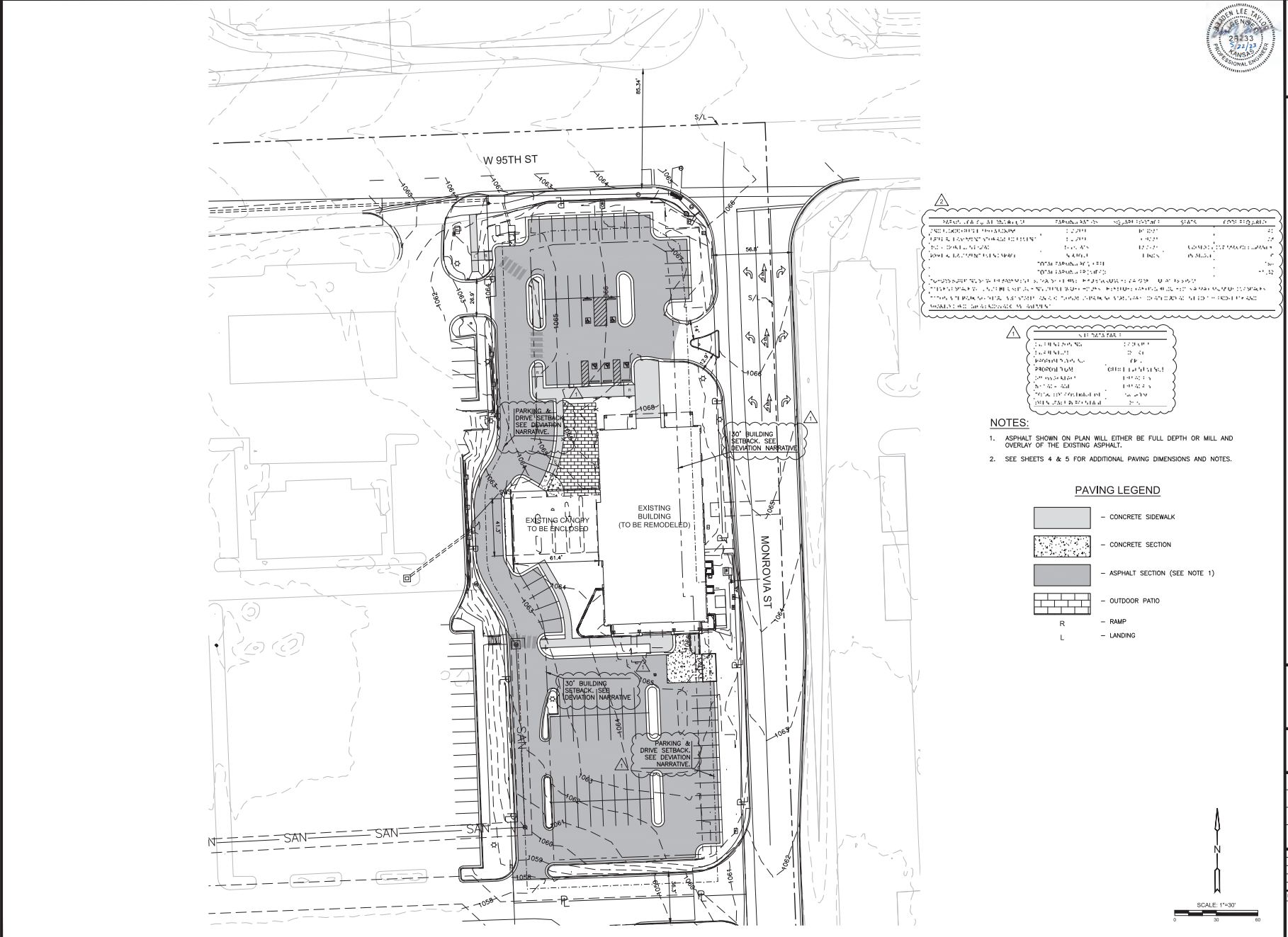
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**EXISTING CONDITIONS PLAN**

PROJECT NO.	2302010306	
DATE	05.01.2023	
SCALE	1"=50'	
DESIGNED	SEK	
DRAWN	SEK	
CHECKED	BLT	
1	KEY COMMENTS	05/21/23
N/A	REVISION	DATE



PROJECT: 2302010306\_THE MINT AT THE MINT - SEAN MCCARTHY ARCHITECTS ARCHITECTS & INTERIORS, LLC 1500 W 95TH ST, LEVENA, KS 66215



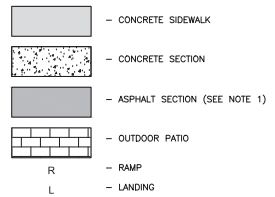
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	ASPHALT	1,234	12.50	15,425.00
2	CONCRETE	567	18.00	10,206.00
3	PAVING	890	15.00	13,350.00
4	LANDSCAPING	120	10.00	1,200.00
5	UTILITIES	45	25.00	1,125.00
6	OTHER	30	8.00	2,400.00
<b>TOTAL</b>	<b>PAVING &amp; UTILITIES</b>			<b>43,706.00</b>

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6	OTHER	30	8.00	2,400.00
<b>TOTAL</b>	<b>PAVING &amp; UTILITIES</b>			<b>43,706.00</b>

**NOTES:**

- ASPHALT SHOWN ON PLAN WILL EITHER BE FULL DEPTH OR MILL AND OVERLAY OF THE EXISTING ASPHALT.
- SEE SHEETS 4 & 5 FOR ADDITIONAL PAVING DIMENSIONS AND NOTES.

**PAVING LEGEND**



REZONING AND FDP FOR

**THE MINT**

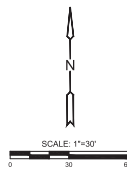
12345 W 95TH STREET, LEVENA, KS 66215

0302  
 MKEC Engineering  
 Sean McCarthy  
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**OVERALL SITE PLAN**

PROJECT NO.	2302010306	
DATE	05.01.2023	
SCALE	1"=30'	
DESIGNED	DRAWN	CHECKED
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4	REV COMMENTS	05/22/23
NO.	REVISION	DATE

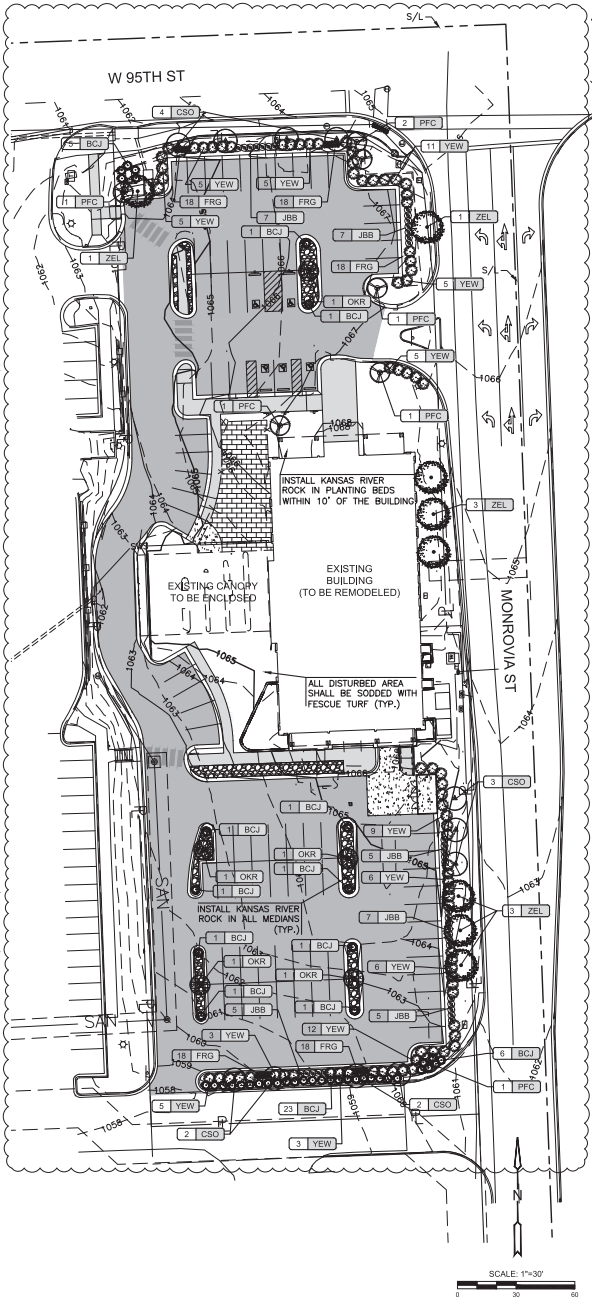
SHEET NO. 2 OF 9





**GENERAL LANDSCAPE NOTES**

- THE LANDSCAPE CONTRACTOR SHOULD READ ALL LANDSCAPE PLANS, SPECIFICATIONS AND VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO BIDDING THIS PROJECT. IF A DISCREPANCY BETWEEN PLANT QUANTITIES SHOWN ON PLANS AND WITHIN THE PLANT SCHEDULE EXIST THE PLANT QUANTITIES SHALL BE USED. PLANT SCHEDULE QUANTITIES FOR INFORMATION ONLY.
- ANY AND ALL QUESTIONS CONCERNING THE LANDSCAPE PLANS AND SPECIFICATIONS SHALL BE DIRECTED TO THE OWNER AND / OR MKEC LANDSCAPE ARCHITECT AT 913-317-9390.
- THE LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES (INCLUDING THOSE INDICATED ON THE PLAN) PRIOR TO INSTALLATION OF PLANT MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WEEDING, MULCHING, AND OTHER REQUIREMENTS OF PLANT MATERIALS WHILE THEY ARE TEMPORARILY STORED ON OR OFF SITE.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE LAYOUT OF PLANTING BEDS, PLANT MASSING, STAKED LOCATION OF TREES AND INSTALLATION OF PLANT MATERIAL WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
- ALL PLANT MATERIAL, (EXCEPT SHADE TREES) IS DELINEATED AT MATURE SIZE OF PLANT MATERIAL. SHADE TREES ARE DELINEATED AT 85% OF ACTUAL MATURE SIZE.
- ALL PLANT MATERIALS MEET THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-11999) PER THE AMERICAN ASSOCIATION OF NURSEYMEN.
- PER OWNER'S DIRECTION, THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT ALL PLANT MATERIAL AT THE NURSERY, PRIOR TO DIGGING.
- AREAS DISTURBED AREAS SHALL BE 'FESCUE TURF' ARE TO RECEIVE SOD AS FOLLOWS:  
SOD: FESCUE TURF  
FERTILIZER: HAVE SOIL TESTED TO OBTAIN RECOMMENDED SOIL AMENDMENTS FOR THE GRASSES USED. REPORT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE ANY APPLICATION OF FERTILIZER IS MADE.
- CONDUCT PLANTING UNDER FAVORABLE WEATHER CONDITIONS DURING EITHER THE SPRING PLANTING SEASON, MARCH 1ST TO JUNE 1ST, OR THE FALL PLANTING SEASON, SEPTEMBER 30TH UNTIL FREEZING OF THE GROUND, DURING THE FALL PLANTING SEASON, CONIFEROUS MATERIAL PLANTING SHALL BE CONDUCTED AUGUST 15TH TO OCTOBER 1ST. DEVIATION FROM THE ABOVE PLANTING DATES WILL ONLY BE PERMITTED WITH APPROVAL IN WRITING BY THE LANDSCAPE ARCHITECT.
- THE PLANTING SOIL MIXTURE FOR ALL TREE PLANTINGS SHALL INCLUDE SOIL EXCAVATED FROM THE HOLE. RATIO: 50% VIRGIN SOIL + 50% AMENDED TOP SOIL.
- ROOT STIMULATOR SHALL BE APPLIED TO ALL PLANT MATERIALS WITH THE EXCEPTION OF LAWN AREAS. APPLY AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- THE LANDSCAPE CONTRACTOR SHALL RESTORE FINISH GRADES IN ALL PLANTING AREAS (PER GRADING PLANS) WHICH MAY HAVE BEEN DISTURBED DURING PLANTING OPERATIONS.
- ALL TREE SAUCERS AND PLANTING BEDS ARE TO BE MULCHED WITH A MINIMUM OF 4" DOUBLE-GROUND OAK MULCH (COLOR DIED). COLOR TO BE JAVA BROWN. WHERE PLANTING BEDS ARE ADJACENT TO WALKS AND CURBS THE SOIL LEVEL SHALL BE 4" LOWER TO ALLOW FOR MULCH LAYER, WHERE SOIL IS INDICATED, ITS THICKNESS SHALL ALSO BE ACCOUNTED FOR SO THAT THE SOIL SURFACE IN THE SOD IS 3/4" BELOW THE HARDSCAPE SURFACE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE SUCH AS TREFLAN OR EQUAL. APPLY AS PER MANUFACTURER'S RECOMMENDATION. THE PRE-EMERGENT SHALL NOT BE APPLIED UNTIL AFTER ALL PLANTING WITHIN THESE AREAS IS COMPLETE, BUT BEFORE THESE AREAS ARE MULCHED. DO NOT DISTURB AREAS AFTER APPLICATION. WATER AS DIRECTED.
- MULCH, STAKES, GUY WIRE, PRE-EMERGENT HERBICIDES, ETC. SHALL BE SUBSIDIARY TO INDIVIDUAL PLANTS.
- LANDSCAPE EDGING: ALL PLANTING BEDS ADJUTING LAWN AREAS SHALL BE EDGED WITH BLACK STEEL EDGING.
- ALL SLOPES THAT EXCEED A 3:1 GRADE SHALL BE PROTECTED WITH AN EROSION CONTROL BLANKET - NORTH AMERICAN GREEN S150. INSTALL AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- LABEL EACH TREE AND SHRUB WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH BOTANICAL AND COMMON NAME. LABEL EACH ORNAMENTAL GRASS, GROUNDCOVER, PERENNIAL AND ANNUAL WITH THE LABEL PROVIDED BY THE ORIGINAL GROWER OF THE PLANT. LABELS SHALL NOT BE REMOVED UNTIL AFTER PROVISIONAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT.
- STAKES AND GUYING SHALL BE REMOVED AT THE END OF ONE FULL GROWING SEASON.
- ALL PLANTING BEDS SHALL BE OVER EXCAVATED TO A DEPTH OF 2". ALL AREAS DENOTED WITH SOD (LAWN AREAS) SHALL HAVE A 6" MINIMUM TOPSOIL LAYER. TOPSOIL SHALL BE LAD IN 3" LIFTS. IN AREAS WHERE CONSTRUCTION GRADING HAS NOT OCCURRED AND THE VIRGIN GRADE YET EXIST, THE TOPSOIL LAYER MAY NOT BE REQUIRED BASED ON THE DECISION OF THE LANDSCAPE ARCHITECT.
- TOPSOIL SHALL BE FERTILE NATURAL TOPSOIL, TYPICAL OF THE LOCALITY. FOLLOWING MAJOR GRADING OPERATIONS THE FINAL 6" LIFT SHALL BE HIGH QUALITY TOPSOIL. SOIL SHALL BE OBTAINED FROM WELL DRAINER AREAS. STOCKPILED TOPSOIL MAY BE USED. IT SHALL BE WITHOUT ADMIXTURE OF SUBSOIL OR SLAG AND SHALL BE FREE OF STONES, LUMPS, STICKS, PLANTS OR THEIR ROOTS, TOXIC SUBSTANCES OR OTHER EXTRANEOUS MATTER THAT MAY BE HARMFUL TO PLANT GROWTH OR WOULD INTERFERE WITH FUTURE MAINTENANCE. TOPSOIL PH RANGE SHALL BE 5.5 TO 7.0).
- THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTION OF PLANT MATERIAL SPECIES WITHOUT THE WRITTEN APPROVAL BY THE OWNER AND / OR MKEC LANDSCAPE ARCHITECT. ANY SUBSTITUTION WHICH HAS NOT BEEN APPROVED SHALL BE REMOVED AND IMMEDIATELY REPLACED WITH THE CORRECT PLANT AT LANDSCAPE CONTRACTOR'S EXPENSE.
- IN THE CONDITION WHERE THE PLANT MATERIAL HAS BEEN SUPPLIED BY THE OWNER THROUGH A PLANT PROCUREMENT PROGRAM WITH A MIXE PRO 2 YEAR WARRANTY, THE LANDSCAPE CONTRACTOR'S WARRANTY OF PLANT MATERIAL SHALL BEGIN FROM THE TIME OF HANDLING PLANT MATERIAL AT THE TIME OF DELIVERY THROUGH INSTALLATION AND END AT THE SUBSTANTIAL COMPLETION AND FINAL PUNCH-LIST APPROVAL BY LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THE LANDSCAPE CONSTRUCTION.
- COORDINATE WITH THE OWNER AND GENERAL CONTRACTOR FOR SLEEVE LOCATIONS AND TIMING OF SLEEVE INSTALLATION. ALL SLEEVING REQUIRED UNDER HARDSCAPE SURFACES FOR THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
- THE CONTRACTOR SHALL FURNISH TOPSOIL. TOPSOIL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. REFER TO SPECIFICATIONS FOR TOPSOIL REQUIREMENTS.
- THE CONTRACTOR SHALL SUPPLY ALL PLANTING SOIL MIX.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY A PERMANENT IRRIGATION SYSTEM. IRRIGATION DESIGN SHALL BE DELEGATED DESIGN TO THE LANDSCAPE CONTRACTOR. SYSTEM SHALL IRRIGATE TURF AREAS WITH ROTOR HEADS AND ALL BEDS WILL BE IRRIGATED BY DRIP IRRIGATION OR POP UP HEADS. ALL TREES SHALL BE IRRIGATED WITH A TREE RING AROUND EACH INDIVIDUAL TREES. CONTRACTOR SHALL SUBMIT PLANS, DETAILS AND SPECIFICATIONS DETAILING THE DESIGN OF THE SYSTEM TO THE LANDSCAPE ARCHITECT FOR REVIEW. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MONITOR INSTALLED PLANT MATERIAL FOR A MINIMUM OF 90 DAYS. TO ESTABLISH PLANT MATERIALS WATER FROM SOURCES AND KEEP LAWN UNIFORMLY MOIST TO A DEPTH OF 4 INCHES. WATER LAWN AT A MINIMUM RATE OF (1) ONE INCHES PER WEEK OR AS NECESSARY TO PROVIDE A HEALTHY GREEN APPEARANCE. INSTALLATION, MAINTENANCE, AND MONITORING OF THE IRRIGATION SYSTEM WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR FOR THE FIRST 90 DAYS. AT THE END OF THE ESTABLISHMENT PERIOD, CONTRACTOR IS TO ADJUST WATER CYCLING FOR MAINTENANCE OF PLANT MATERIAL. CONTRACTOR TO PROVIDE TRAINING TO OWNER IN THE OPERATION OF NEW IRRIGATION SYSTEM.
- IRRIGATION SYSTEM TO BE INSTALLED BY LANDSCAPE CONTRACTOR FOR APPROVAL BY OWNER AND LANDSCAPE ARCHITECT. SYSTEM SHALL BE INSTALLED TO LIMIT OVER SPRAY ONTO PAVEMENT AREAS. CONTRACTOR SHALL NOT INSTALL ANY PLANT MATERIAL UNTIL IRRIGATION IS IN PLACE. IRRIGATION SYSTEM CONTRACT SHALL INCLUDE INTIAL WINTER SHUT DOWN AND BLOW OUT. CONTRACTOR TO PROVIDE (1) ONE YEAR WARRANTY FOR IRRIGATION SYSTEM TO THE OWNER.
- THE PLANTING SOIL MIX SHALL BE APPROVED BY THE LANDSCAPE CONTRACTOR PRIOR TO ANY BACKFILLING.
- THE TYPICAL PLANTING SOIL MIX FOR ALL PLANTING BEDS (SHRUBS, ORNAMENTAL GRASS AND PERENNIAL BED AREAS) SHALL CONSIST OF THE FOLLOWING MAKE-UP UNLESS OTHERWISE INDICATED IN THESE PLANS:  
80% TOPSOIL AS SPECIFIED  
-20% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):  
- 1 PART STERILED COW MANURE  
- 1 PART SHREDED PINE BARK (BARK PIECES BETWEEN 1/2" IN LENGTH/1/4 DIAMETER.  
- COMMERCIAL FERTILIZER AS RECOMMENDED BY SOIL REPORT.  
- LIME AS RECOMMENDED BY SOIL REPORT.



**PLANT SCHEDULE**

KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE & METHOD OF HANDLING
<b>DECIDUOUS TREES</b>				
CSO	11	CRIMSON SPIRE OAK	QUERCUS ROBUR X ALBA 'CRIMSCHMIDT'	2" CAL, 12' MIN. HT.
ZEL	8	MUSASHINO ZELKOVA	ZELKOVA SERRATA 'MUSASHINO'	2" CAL, 5' MIN. HT.
PFC	7	RAIRIE FIRE CRABAPPLE	MALUS SP. 'RAIRIE FIRE'	2" CAL, 5' MIN. HT.
OKR	5	OKLAHOMA REDBUD	CERCIS CANADENSIS VAR. 'TEXENSIS'	1.5" CAL, 5' MIN. HT.
<b>SHRUBS</b>				
BCJ	44	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	1 GAL.
JBB	36	JAPANESE BARBERRY	BERBERIS THUNBERGII	3 GAL.
YEW	80	DENSIFORMIS YEW	TAXUS X MEDIA 'DENSIFORMIS'	3 GAL.
<b>PERENNIALS / ORNAMENTAL GRASSES</b>				
FRG	72	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GALLON
<b>GROUND COVER</b>				
TURF	N/A	FESCUE TURF GRASS	SEE LAWN NOTES	SOD

**SOIL TEST REPORT**

DATE: 05/01/2023

PROJECT: 2302010306

SCALE: 1"=30'

DESIGNED: B.J.H. DRAWN: B.J.H. CHECKED: B.J.H.

DATE: 05/01/2023

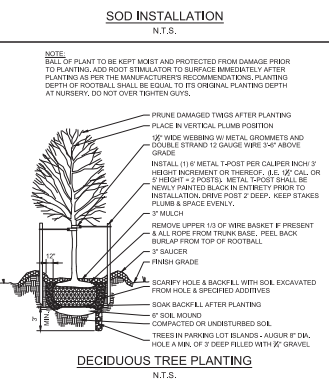
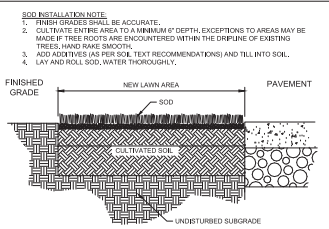
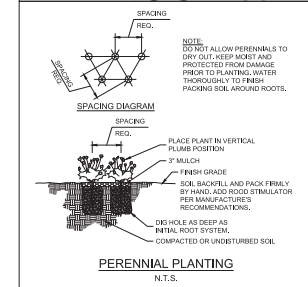
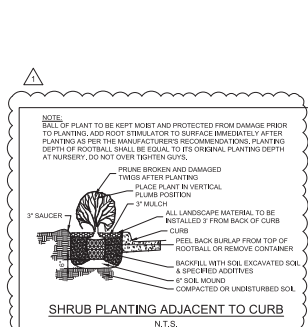
1. KEY COMMENTS: 05/22/23

MKEC REGION: DATE:

SHEET NO. 8 OF 9



REZONING AND FDP FOR  
**THE MINT**  
12345 W 95TH STREET, LENEXA, KS 66245



**LANDSCAPE & IRRIGATION PLAN**

PROJECT NO. 2302010306

DATE 05.01.2023

SCALE 1"=30'

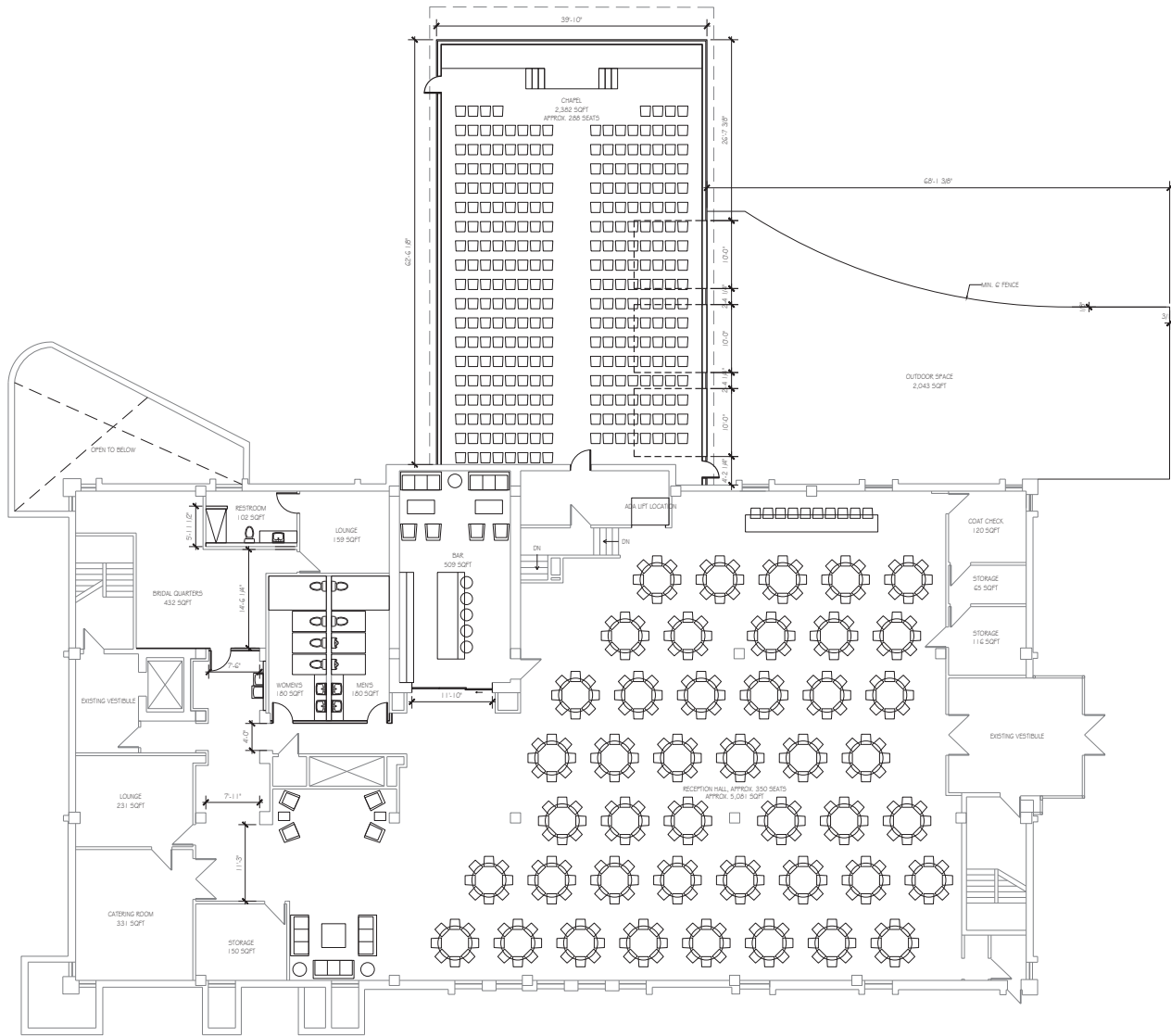
DESIGNED: B.J.H. DRAWN: B.J.H. CHECKED: B.J.H.

DATE: 05/22/23

1. KEY COMMENTS

MKEC REGION: DATE:

SHEET NO. 8 OF 9



OCCUPANCY: A-2

PROPOSED GROUND LEVEL FLOOR PLAN  
SCALE: 1/8"=1'-0"

THIS DRAWING has been prepared by the Architect, or its duly qualified professional staff, in accordance with the provisions of the Kansas Statutes, and is intended to be used only for the project, site, location, conditions, uses and purposes shown hereon. It is not to be construed as a contract, and the contractor shall be responsible for the proper interpretation of the drawings and specifications, and for the proper construction of the same. The Architect shall not be responsible for the proper construction of the same. The Architect shall not be responsible for the proper construction of the same.

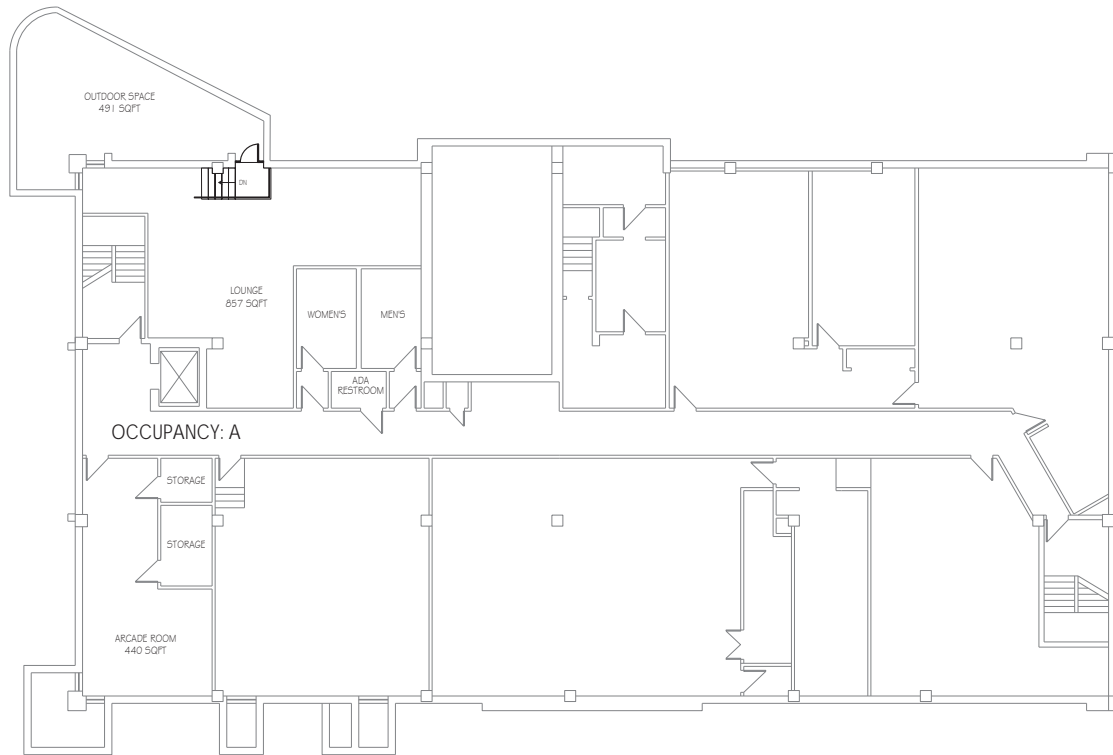
**THE MINT**  
**STEVE BEAUMONT**  
12345 96th Street  
Lenexa, KS 66215

project number  
23011.001  
drawing issuance  
RDP 05.01.23  
drawing revisions  
No. Description Date

professional seal

U:\Henry Seal.PNG

drawing title  
PROPOSED  
FLOOR PLAN  
drawing number  
**A110**



PROPOSED BASEMENT FLOOR PLAN  
SCALE: 1/8"=1'-0"

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THE MINT  
STEVE BEAUMONT  
12345 95th Street  
Lenexa, KS 66215

No.	Description	Date
20011.001	PROPOSED	05.01.23

professional seal

U:\Henry Seal.PNG

drawing title

PROPOSED FLOOR PLAN

drawing number

**A111**

# FINISH LEGEND

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
CSK.1	EXISTING CAST CONCRETE	EXISTING TILT UP PREFORMED PANELS TO REMAIN, THE FINISH COLOR TO BE PATCHED / REPAIRED AS REQUIRED TO MATCH EXISTING.	
CSK.2	EXISTING CAST CONCRETE	FROM EXISTING TILT UP PREFORMED PANELS TO REMAIN, LIGHT GRAY FINISH COLOR TO BE PATCHED / REPAIRED AS REQUIRED TO MATCH EXISTING.	
CSK.3	EXISTING STUCCO	EXISTING STUCCO TO REMAIN, GRAY FINISH COLOR TO BE PATCHED / REPAIRED AS REQUIRED TO MATCH EXISTING.	
CSK.4	STOREFRONT	DARK BRONZE	COLOR TO MATCH EXISTING WINDOWS / DOORS
CSK.5	CAST STONE	MIDWEST CAST STONE COLOR: 16AC	FINAL COLOR SELECTION TO MATCH CSK.2
CSK.6	STUCCO	DRYVIT - COLOR TO MATCH SW 91-10 MALIBAR	FINAL COLOR SELECTION TO MATCH CSK.1
CSK.7	FENCE	COLOR: BLACK, SUPPORTS & COMPOSITE WOOD PLANKS	FIBERON COMPOSITE WOOD COLOR: ASTIR, FRAME: WHEAT

THIS DRAWING has been prepared by the Architect, or its representatives under its direct supervision, as an instrument of service and is intended to be used only for the project, at the location, conditions, time and manner specified on the contract documents. Any use of this drawing for any other project, at any other location, conditions, time and manner, without the written consent of the Architect is strictly prohibited.

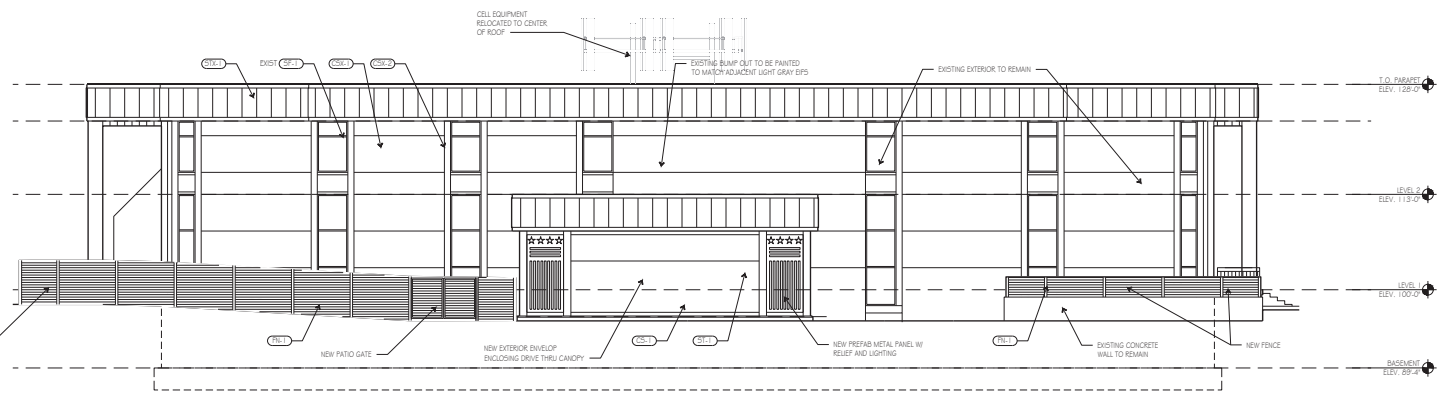
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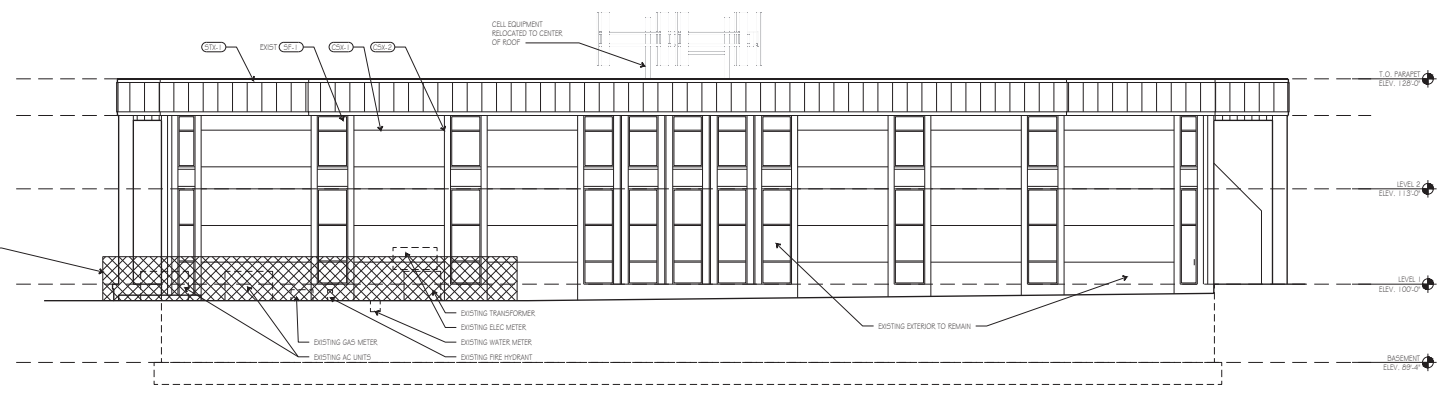
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**THE MINT**  
**STEVE BEAUMONT**  
 12345 96th Street  
 Lenexa, KS 66215

project number 23011.001  
 drawing issuance FDP 05.01.23  
 drawing revisions  
 No. Description Date  
 professional seal  
 drawing title EXTERIOR ELEVATIONS  
 drawing number **A200**

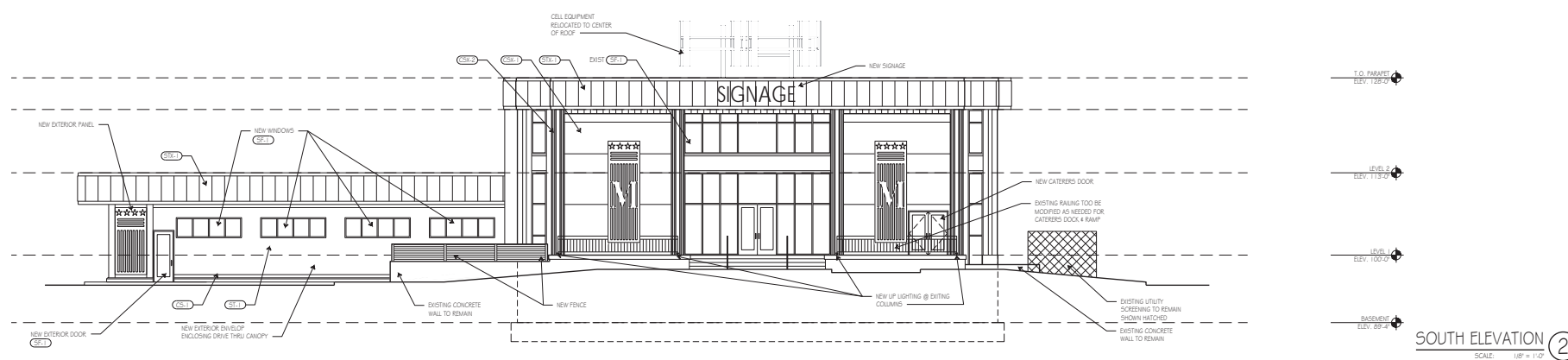


WEST ELEVATION ②  
 SCALE: 1/8" = 1'-0"



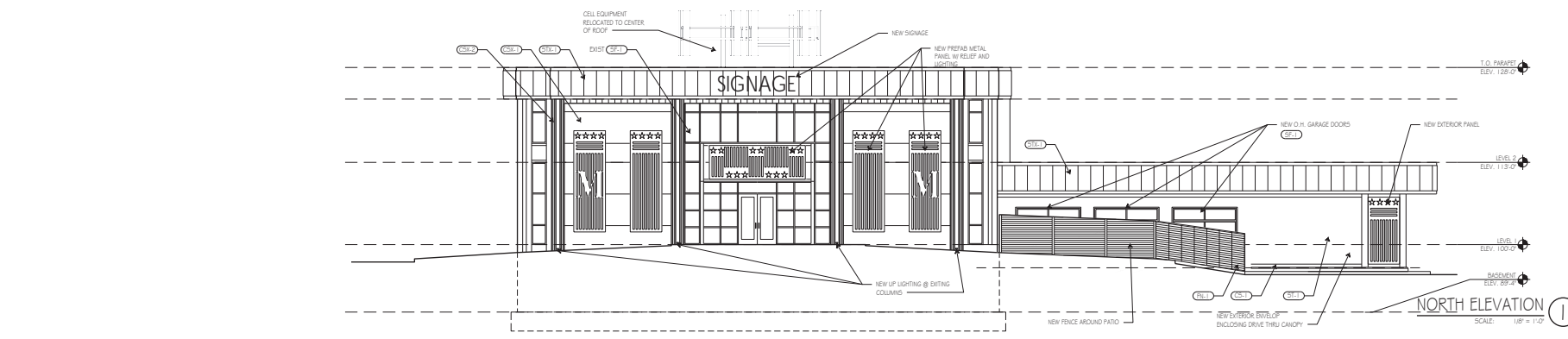
EAST ELEVATION ①  
 SCALE: 1/8" = 1'-0"

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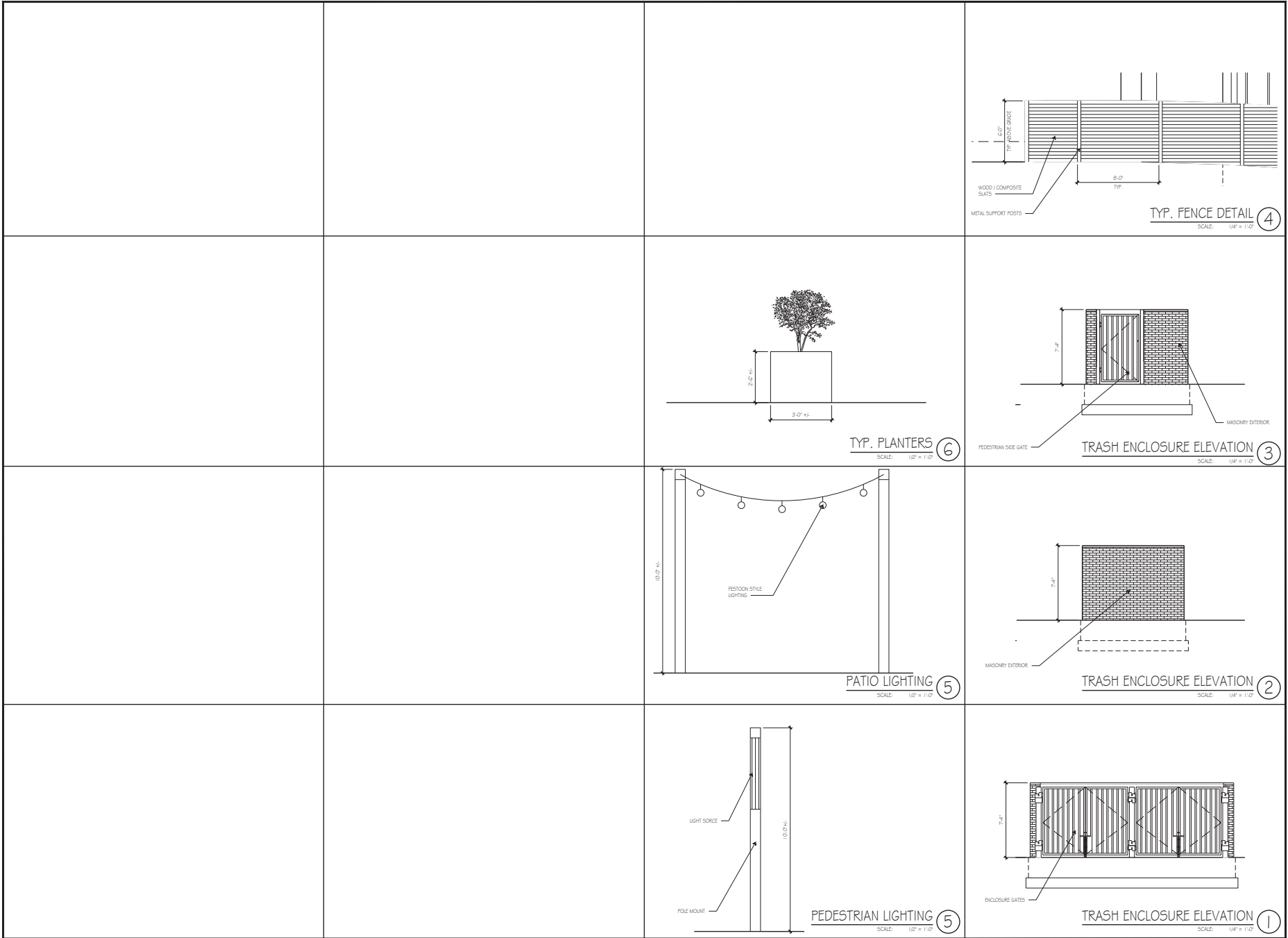


**THE MINT**  
**STEVE BEAUMONT**  
 12345 96th Street  
 Lenexa, KS 66215

project number  
 22011.001  
 drawing issuance  
 FDP 05.01.23  
 drawing revisions



professional seal  
 drawing title  
 EXTERIOR ELEVATIONS  
 drawing number  
**A201**



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**THE ARCHITECT** shall be responsible for the accuracy of the information, data, drawings, specifications, conditions of contract, and other documents prepared by the Architect or its duly licensed professional staff. The Architect shall not be responsible for the accuracy of information, data, drawings, specifications, conditions of contract, and other documents prepared by others.

**RELATED DOCUMENTS:** This drawing is a part of a set of documents prepared by the Architect, including the Contract Documents, Specifications, Conditions of Contract, and other documents. The drawings shall be read in conjunction with the Contract Documents and other documents.

**CONTRACT DOCUMENTS:** The contract documents shall include the Contract Documents, Specifications, Conditions of Contract, and other documents. The drawings shall be read in conjunction with the Contract Documents and other documents.

**EVERY ACTION** concerning the drawings shall be the responsibility of the Architect or its duly licensed professional staff. The Architect shall not be responsible for the accuracy of information, data, drawings, specifications, conditions of contract, and other documents prepared by others.

**REVISIONS:** The drawings shall be revised as necessary to reflect the latest information, data, drawings, specifications, conditions of contract, and other documents prepared by the Architect or its duly licensed professional staff.

**THE MINT**  
**STEVE BEAUMONT**  
 12345 96th Street  
 Lenexa, KS 66215

project number  
 23013.001

drawing issuance  
 FDP 05.01.23

drawing revisions  
 No. Description Date

professional seal

drawing title  
 EXTERIOR DETAILS

drawing number  
**A202**















May 22, 2023

City of Lenexa  
Department of Community Development  
17101 W 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219

Re: RZ23-04 & PL23-13F - The Mint  
12345 W 95<sup>th</sup> Street  
Deviation Requested

The following deviations are being requested for RZ23-04 & PL23-13F – The Mint – 12345 W 95<sup>th</sup> Street.

We are requesting a deviation to allow for a minimum setback of 30-feet between parking and right of way from Article 4.1.B 13 of CP.1 F) Property Development Regulations:

1. Building Setback
2. Parking Setback
3. Parking Dimensions
4. Open Space
5. Minimum Site Area

Further, we request a deviation from the Article 4-1-D-2 Landscaping Buffer and Site Designer:

1. Perimeter Plantings Along West Property Line
2. Internal Parking Lot Landscaping
3. Land Use Buffer

The purpose for the rezoning from CPO to CP-1 is to permit, with the departure of Bank of America, the second-floor office space to remain, but renovate and re-purpose the ground floor level and the drive-through to create a wedding event space. The owner strongly feels there is a hole in the market in this area and will be extremely successful. The Site Development requirements of the existing CP-O zoning are not met by the existing site layout and building configuration today. With this rezoning and renovation, the previously required and new zoning district requirements will be improved upon as noted below.

### **Building setback**

The building configuration and site constraint are existing on the site and are to remain and renovated. The East building setback of 30 feet is not met due to the proximity to Monrovia. This is an existing site restraint and existing conditions that do not currently meet city ordinance for CP-O. Perimeter landscaping will be installed on the east property line to meet primary planning requirements and they will assist with the buffering.

### **Parking setback**

Existing parking does not meet the current city setback requirements of CP-O zoning. This has also been exacerbated by right of way that has been taken in the past. City codes require that setback be 20 feet from public right of way and 10 feet separation from interior lot lines. The reconfiguration of the parking lot has increased the setback distances from the east property line and the north property line. This reconfiguration allows significant additional plantings for the majority of the parking lot and will exceed 10 foot setback from the north and east property lines which is consistent with zoning on the opposite side of the streets and improves the overall image of the property while still allowing the parking to meet code.

### **Parking dimensions:**

The existing drive that is located west of the overhang canopy currently does not meet City code requirements for a 25ft wide drive minimum. In proposed conditions the width of the drive will remain at 24ft due to site constraints with the west property line and the existing building to remain. The remainder of the reconfigured parking lot will be updated to meet City code requirements for parking space/drives minimum required dimensions.

### **Open space:**

The existing open space requirement is not met. The proposed open space provided is increase to 26.5%, which is significantly better than existing conditions. Additional patio, sidewalk, and landscaping will be provided with this project for less impervious area.

### **Minimum site area:**

Minimum District site area for CP-1 is 3 acres. The existing lot size is 1.93 acres and is not changing. The deviation is required for this proposed zoning.

### **Perimeter Plantings along West Property Line:**

Due to the existing parking lots and drives to remain, there is not space for perimeter plantings along the west property line. There is currently around 2'-2.5' maximum between the existing west curb line and the west property line, making it infeasible to provide perimeter plantings along the west property line. The existing slopes at the west property line are not conducive to landscape plantings. Perimeter plantings will be provided at the north, south, and east property lines, meeting City code requirements.

### **Internal Parking Lot Landscaping:**

Due to the existing size of the parking lots that will remain, the required percentage of internal parking lot landscaping is not feasible. The internal parking lot landscaping percentage will increase from 1.9% in the existing condition, to 2.8% in the proposed condition, providing a better overall condition.

### **Land Use Buffer:**

Due to the existing site conditions and the existing building setback, there is no space to create a land use buffer on the east side of the property. The required perimeter plantings will be provided along the east side of the property, meeting City code requirements.

The request is being made in accordance with the Lenexa Development Ordinance, Percent requirements of article 4-1-B-27 Planning Development Regulations G,4-f:

The Planning Commission shall have the authority to approve other deviations from the property development standards only if it is determined that all of the following conditions are met;

1. That the deviation requested arises from a condition that is unique to the subject property, is not ordinary, found in the same zoning district, and it's not been created by the actions of the landowner or applicant.

The site is currently zone CP-O and to use the first level and basement area as a wedding event space rezoning to CP-1 is required. The development standards for the existing CP-O District are very similar to CP-1 and are not met today and are not created by this request and will be improved. Being these are existing conditions, it is not created by the developer and is unique to this site.

2. That the granting a deviation will not adversely affect the rights of adjacent Landowners or residence.

As noted above, the deviations requested are existing today with the current zoning and will therefore not adversely affect the rights of adjacent landowners or residence.

3. That the strict application requirements this Chapter would constitute an unnecessary hardship upon the landowner represented in this in the application,

As the requested deviations are existing today, denying the application would make any reuse of the building difficult and possibly force the building to remain vacant or other uses that would be less desirable for the landowner and the city.


4. That the deviation requested will not adversely affect the public health, safety or general welfare.

As this is an existing site condition today and will be improved upon with this rezoning, it will improve the public health, safety or general welfare.

5. That the deviation will not conflict with the purpose and intent of this code.

As the site conditions are existing and the Unified Development Code anticipates necessary adjustments for existing conditions. This request is not in conflict with the intent of the code.

Sincerely,



Henry C. Klover  
Klover Architects, Inc.

Cc: Steve Beaumont, Brian Hill, Braden Taylor

4. **The Mint** - Consideration of a rezoning and a final plan for an event space located at 12345 West 95th Street, from the CP-O, Planned General Office, and the CP-3, Planned Regional Commercial, Districts to the CP-1, Planned Neighborhood Commercial District. RZ23-04 & PL23-13F

#### **APPLICANT PRESENTATION:**

Henry Klover, Klover Architects, presented information for the proposed project. He explained the site is the old Bank of America building located at the southwest corner of 95<sup>th</sup> and Monrovia Street. The owner, Steve Beaumont, saw an opportunity to create a new event space with other office uses. Plans include interior renovations with the addition of green lighting elements at the building entry. The plans also include enclosing the drive-thru canopy. The applicant worked with staff to create better circulation throughout the parking lot.

#### **STAFF PRESENTATION:**

David Dalecky presented the staff report and noted that the final plan application submitted was contingent on approval of the rezoning application. He displayed an aerial image showing the site location and talked about the zoning and future land use. The applicant requests rezoning to the CP-1, Planned Neighborhood Commercial Zoning District for a 33,000 square foot 2-story building on a 2.5 acres site. The plans include a right-in and right-out entrance at the northern entrance from Monrovia Street. There is a shared parking agreement with the adjacent properties for 55 additional parking stalls for a total of 142 stalls for the use. Staff is supportive of the parking deviation requested by the applicant. A sidewalk exists on 95<sup>th</sup> Street but there are concerns with adding a sidewalk on Monrovia Street due to existing easements and HVAC equipment. The applicant will install new internal sidewalks. He displayed the criteria for review for rezoning requests. He pointed out the parking lot and building setbacks and said Staff recommends approval of the proposed setbacks. He concluded by stating that Staff recommends approval of the rezoning and of the final plan, with two conditions:

1. The applicant shall provide to the City's benefit a 10-foot-wide public sidewalk easement along Monrovia Street prior to the issuance of a building permit; and
2. The landscape plan shall be revised prior to the issuance of a building permit to accommodate the public sidewalk easement and future sidewalk.

#### **PUBLIC HEARING**

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item. Hearing no comments from the public, Chairman Poss entertained a motion to **CLOSE** the Public Hearing. Moved by Commissioner Horine, seconded by Commissioner Katterhenry, and carried by a unanimous voice vote.

#### **PLANNING COMMISSION DISCUSSION:**

Commissioner Harber voiced his concern of the traffic behind the site and that some traffic would be right-in and right-out but had concerns of the traffic circulation. David Dalecky said it is the likely hood that a lot of the traffic will take the new ramps to get to Quik Trip.



Commissioner Woolf asked about the sidewalk installation and David Dalecky replied that the details have not yet been finalized.

Commissioner Handley said he would rather approve of a reduction to the parking instead of reducing landscaping.

Commissioner Katterhenry commented that the project was great and at a good location. He also encouraged screening of mechanical equipment.

Chairman Poss addressed the applicant and said that they need to work with Staff to improve the east side of the property. Henry Klover responded that they would install new fencing on that side of the property.

**MOTION:**

Chairman Poss entertained a motion to recommend **APPROVAL** of **The Mint** located 12345 W. 95<sup>th</sup> Street, for a banquet facility and office uses, with the deviations from the UDC as listed in the Staff Report, and with the following conditions:

1. The applicant shall provide to the City's benefit a 10-foot-wide public sidewalk easement along Monrovia Street prior to the issuance of a building permit; and
2. The landscape plan shall be revised prior to the issuance of a building permit to accommodate the public sidewalk easement and future sidewalk.

Moved by Commissioner Harber seconded by Commissioner Burson, and carried by a unanimous voice vote.

RZ 23-\_\_

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

**AN ORDINANCE REZONING PROPERTY LOCATED AT 12345 W. 95<sup>TH</sup> STREET IN LENEXA, KANSAS FROM THE CP-O, PLANNED GENERAL OFFICE, AND THE CP-3, PLANNED REGIONAL COMMERCIAL DISTRICTS ZONING DISTRICTS TO THE CP-1, PLANNED NEIGHBORHOOD COMMERCIAL ZONING DISTRICT.**

**WHEREAS**, on May 1, 2023, Henry Klover, agent for Steve Beaumont, owner of record, filed a request to rezone property located at 12345 W. 95<sup>th</sup> Street in Lenexa, Kansas (the "Property") from the CP-O, Planned General Office, and CP-3 Planned Regional Commercial Districts Zoning Districts to the CP-1, Planned Neighborhood Commercial Zoning District; and

**WHEREAS**, on June 5, 2023, 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**, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

**WHEREAS**, on June 20, 2023, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

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

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

All that part of Lot 2, Home Quarters a subdivision in the City of Lenexa, Johnson County Kansas, except that part dedicated as right-of-way.

now zoned CP-O, Planned General Office, and CP-3, Planned Regional Commercial Districts Zoning Districts is hereby rezoned to the CP-1, Planned Neighborhood Commercial Zoning District as reflected in the minute record of the June 20, 2023 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 FIVE:** 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 June 20, 2023.

**SIGNED** by the Mayor June 20, 2023.

CITY OF LENEXA, KANSAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Shrout, Assistant City Attorney



**ITEM 12**

**SUBJECT:** Ordinance approving a one-year special use permit for a Daycare, general use for an in-home daycare known as Sarah's Busy Bees located at 8909 Park Street within the R-1, Residential Single-Family (Low-Density) Zoning District

**CONTACT:** Stephanie Kisler, Planning Manager

**DATE:** June 20, 2023

**ACTION NEEDED:**

Pass an ordinance approving a one-year special use permit (SUP) for a Daycare, general use for Sarah's Busy Bees located at 8909 Park Street within the R-1, Residential Single-Family (Low-Density) Zoning District.

**APPLICANT/OWNER:**

Sarah Shatzer

**PROPERTY LOCATION/ADDRESS:**

8909 Park Street

**PROJECT BACKGROUND/DESCRIPTION:**

The applicant requests approval of a SUP to expand her in-home daycare operation at 8909 Park Street. The applicant has been operating a daycare for up to six children from her residence since February 2018. The applicant has a license from the State of Kansas to care for up to 12 children.

She proposes to increase the daycare capacity from six children to up to 12 children. Per [Section 4-1-B-6-D](#) of the Unified Development Code (UDC), a SUP is required to care for seven to 12 children within a residence. This size of daycare is called a "*Daycare, general*" in the R-1 district.

A nearby resident contacted staff and voiced concern about their driveway being used as a turnaround by daycare patrons. Staff recommended the daycare SUP be limited to one year instead of the typical 10-year period to ensure that the applicant communicates appropriate circulation methods to patrons. The daycare should not create a negative impact on adjacent properties. Staff will reevaluate this issue upon request to renew the SUP.

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**PLANNING COMMISSION ACTION:**

This item was considered at the June 5, 2023 Planning Commission meeting. A public hearing was held. One member of the public spoke during the public hearing to support the request for a SUP to allow a Daycare, general use. A Commissioner encouraged the applicant to resolve the issue of clients using the

neighbors driveway. The Commissioners were supportive of the request for the daycare for a period of one year.

Chairman Poss entertained a motion to recommend **APPROVAL** for a one-year SUP for a Daycare, general use located at 8909 Park Street in the R-1, Residential Single-Family (Low-Denisty), Zoning District. Moved by Commissioner Katterhenry, seconded by Commissioner Woolf, and carried by a unanimous voice vote.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

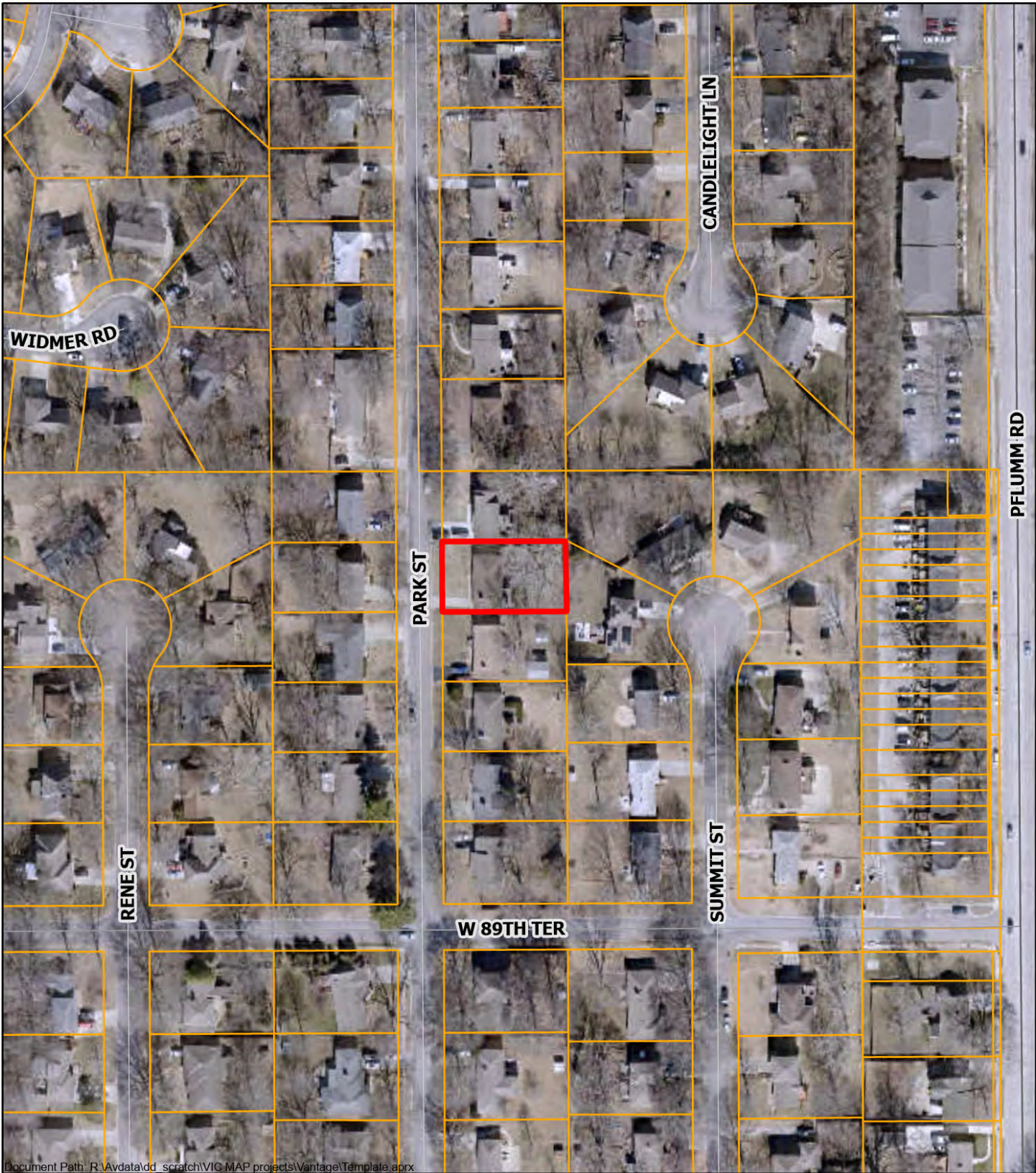
Vibrant Neighborhoods

**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

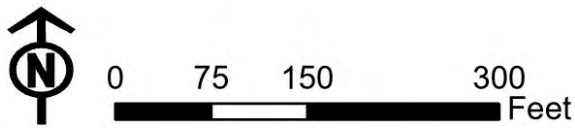
1. Map
2. PC Staff Report & Exhibits
3. PC Draft Minutes Excerpt
4. Correspondence
5. Ordinance



Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

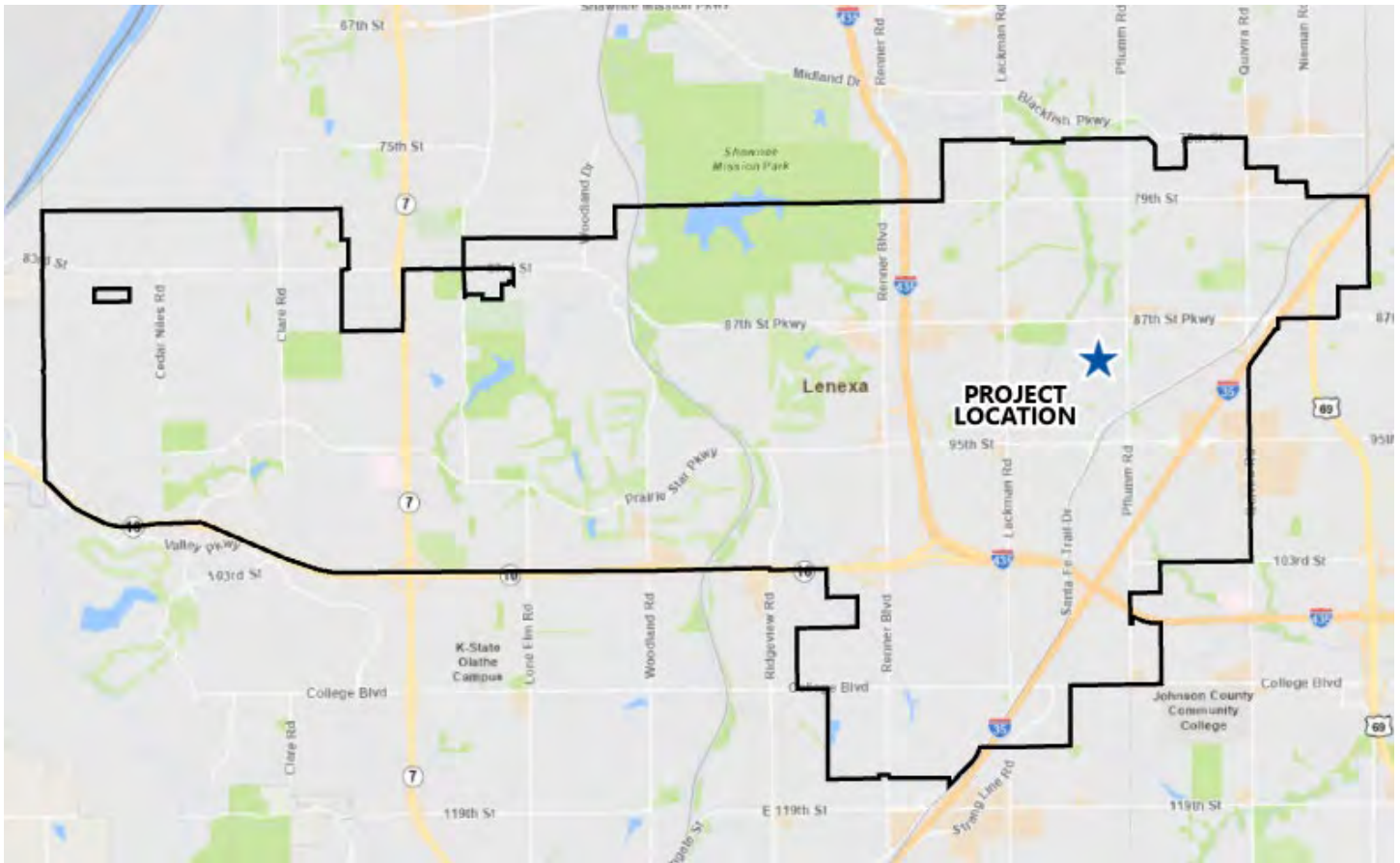
# Sarah's Busy Bees

## PT23-11F



## SARAH'S BUSY BEES DAYCARE

<b>Project #:</b>	SU23-04	<b>Location:</b>	8909 Park Street
<b>Applicant:</b>	Sarah Shatzer	<b>Project Type:</b>	Special Use Permit
<b>Staff Planner:</b>	Dave Dalecky	<b>Proposed Use:</b>	Daycare, general



### PROJECT SUMMARY

The applicant is requesting approval of a special use permit to expand her in-home daycare operation at 8909 Park Street. The applicant has been operating a daycare for up to 6 children from her residence since February 2018. The applicant has a license from the State of Kansas to care for up to 12 children. She proposes to increase the daycare capacity from 6 children to up to 12 children. Per [Section 4-1-B-6-D](#) of the Unified Development Code (UDC), a special use permit is required to care for 7 to 12 children within a residence. This size of daycare is called a “*daycare, general*”. The special use permit request requires a public hearing at the Planning Commission meeting and approval by the Governing Body.

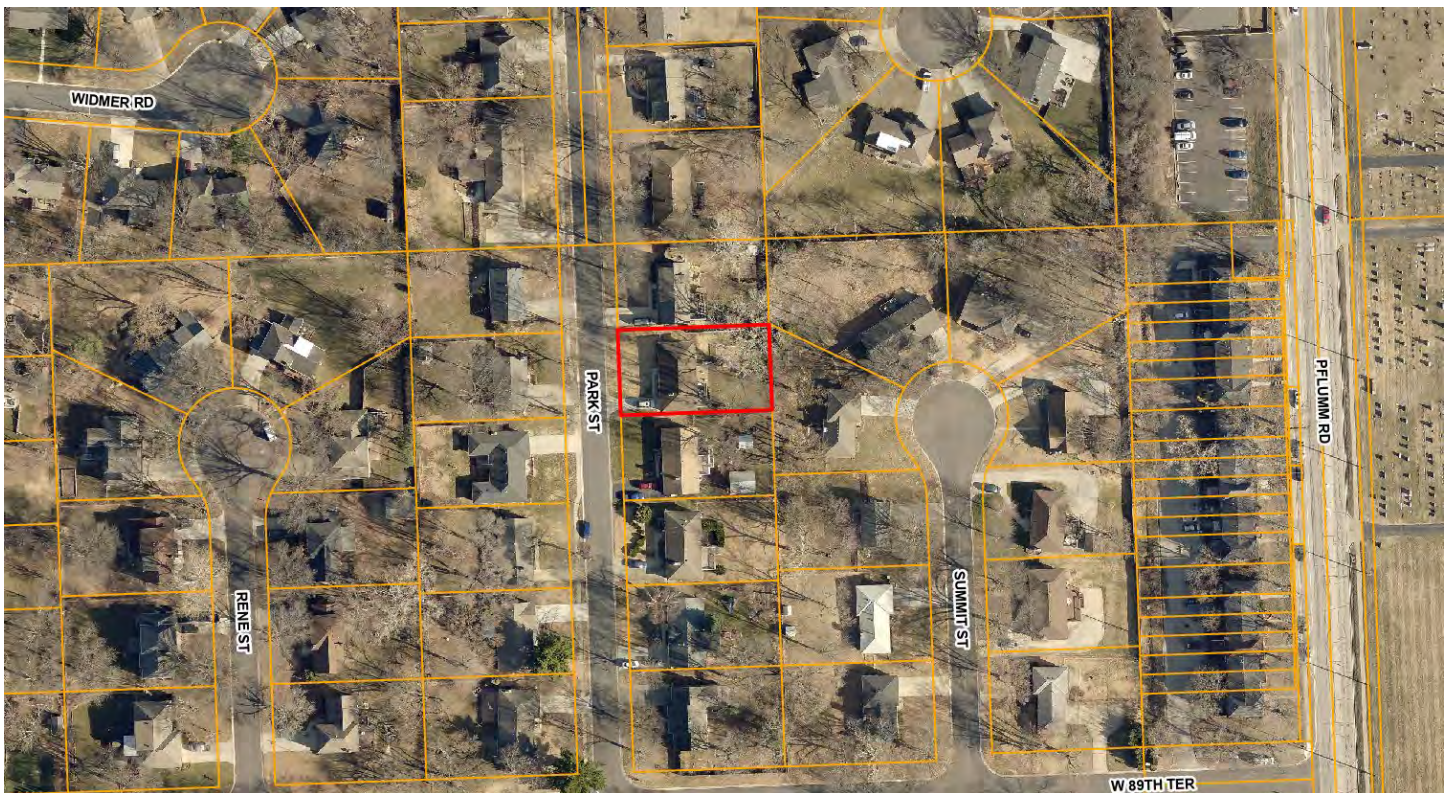
**STAFF RECOMMENDATION: APPROVAL FOR ONE YEAR**

## SITE INFORMATION

The applicant, Ms. Shatzer, currently operates a “*daycare, limited*” use, which allows her to care for up to 6 children in her home at 8909 Park Street. Ms. Shatzer has a State license that allows her to care for up to 12 children. The license has various age limits for the number of children. She is now requesting approval of a special use permit for a “*daycare, general*” use from the City to allow for her in-home daycare to provide care for up to 12 children, as the State license permits.

The residence is in the Tuxedo Park neighborhood south of 87<sup>th</sup> Street and west of Pflumm Road. The house is situated mid-block on Park Street and is surrounded by other single-family homes.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
0.24	N/A	R-1	Suburban Density Residential



**Exhibit 1: Aerial Image of 8909 Park Street**



## LAND USE REVIEW

The site is in the R-1, Residential Single-Family (Low-Density) District. A daycare operated from a residence may be one of two types of daycares:

1. "daycare, limited", which allows for care of up to 6 children; or
2. "daycare, general", which allows for care of 7 to 12 children.

The definitions of the different types of daycares are stated in [Section 4-3-C-2](#) of the UDC. A "daycare, limited" is allowed by-right in the R-1 and RP-1 Zoning Districts. A "daycare, general" requires a special use permit (SUP) in the R-1 and RP-1 Zoning Districts. Daycares, either limited or general, are uses that are commonly operated from a person's home as accessory uses. An in-home daycare is an appropriate use within a single-family residential area provided the supplementary use regulations for a daycare within [Section 4-1-B-23-E](#) are met and the use does not negatively impact the surrounding properties. Supplementary regulations include provisions for licensing, residency, employees, outdoor play areas, and traffic.



**TABLE 1: COMPARISON OF SURROUNDING PROPERTIES**

Vicinity	Land Use Designation	Zoning	Current Use
<b>Subject Property</b>	Suburban Residential	R-1, Residential Single-Family District	Residential – Single-Family Detached
<b>North</b>	Suburban Residential	R-1, Residential Single-Family District	Residential – Single-Family Detached
<b>South</b>	Suburban Residential	R-1, Residential Single-Family District	Residential – Single-Family Detached
<b>East</b>	Suburban Residential	R-1, Residential Single-Family District	Residential – Single-Family Detached
<b>West</b>	Suburban Residential	R-1, Residential Single-Family District	Residential – Single-Family Detached

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## SPECIAL USE PERMIT REVIEW

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The code allows for the initial special use permit term for a general daycare to be up to 10 years. Due to existing impacts to at least one neighbor related to parents using his driveway for turnarounds, explained further below and in the attached correspondence from the neighbor, Staff recommends approval of a special use permit for this request for only one year in order to gauge the impact of increasing the intensity of use given there is already an impact related to the daycare use.

Staff provides the following analysis to the review criteria within [Section 4-1-G-5](#) of the UDC.

### 1. The character of the neighborhood.

The neighborhood is an area comprised of all single-family residential homes. The Tuxedo Townhomes, a medium-density residential development, is a few blocks to the east, along Pflumm Road, and Lakeview Village, a convalescent care and retirement housing development, is a few blocks to the west. Daycare uses are compatible with a residential character provided all impacts from the daycare's operation, such as traffic, parking, noise, activity are mitigated to reasonable levels.

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

Surrounding zoning and uses are described in Table 1. The primary use of the subject property is a single-family home. The SUP for a "daycare, general" is an accessory use. It is Staff's opinion the proposed SUP is compatible with surrounding zoning and uses as long as the adverse externalities are mitigated to acceptable levels.

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

In-home daycares are allowed in Lenexa provided the applicant meets the applicable regulations and ordinances. A "daycare, general" requires that the operator of the daycare obtain an SUP. It is Staff's opinion that this residence is adequately suited for an in-home daycare.

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

Staff received an email from the neighbor across the street from the daycare stating that clients of the daycare will back into his driveway to "turn around" as they leave the daycare. It is Staff's opinion that the requested SUP for a "daycare, general" has potential to detrimentally affect nearby properties since the existing allowed daycare already presents an impact. The applicant responded by acknowledging that she will instruct the clients to use her driveway or to park on the street and to not use any neighbor's driveway to turn around. Staff believes this issue is correctable by the applicant but recommends limiting the SUP to one year to provide an opportunity for the applicant to demonstrate that the daycare use can coexist with the neighboring residential uses. Should the clients continue to use the neighbor's driveway as a turnaround within the year the SUP is active, then Staff could initiate revocation of the SUP and the applicant would need to reduce the number of children to 6 if the SUP is, in fact, revoked.

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

The property is not vacant. The home was constructed in the early 1970's along with several other homes in this neighborhood.

**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.**

Given the existing issue of parents using a neighbor's driveway as a turnaround for the daycare, the gain by denying the request is that less people would use the driveway of this particular neighbor for a turnaround. The hardship to the applicant would be that the daycare use could not expand to up to 12 children. It is Staff's opinion that negative impacts to the neighbor outweigh the hardship to the applicant if the impacts are not mitigated by the applicant.

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

See staff's recommendation at the end of this report.

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

The proposed in-home daycare will not change the primary land use as a single-family residential home. The land use is in conformance with the Future Land Use Map designation of Suburban Density Residential.

**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.**

The residence is in a developed subdivision. Adequate utilities and services are provided to the subject property.

**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 adequate parking for an in-home daycare is provided for dropping off and picking up children if the operator is able to direct parents to use the street and applicant's driveway and not the neighbor's driveway. The applicant has a driveway with space for two vehicles to park in line with each other, not side by side, and a garage stall space for a total of 3 parking stalls. If a child is to be dropped off or picked up and space is not available in the driveway, the driver may parallel park along Park Street.

**TABLE 2: PARKING STANDARDS**

Use	Standard	Required	Provided
Daycare, general	1 space, plus 1 space per employee	3	3

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

The requested SUP will not include any new construction or additional pavement. Approval of the SUP will not have any environmental impacts.

**12. The extent to which the proposed development would adversely affect the capacity or water quality of the stormwater system, including without limitation, natural stream assets in the vicinity of the subject property.**

There are no proposed modifications to the stormwater system or increases to the overall amount of impervious area. All vehicles will be kept in working order and will not be leaking fluids. For these reasons the proposed development would not adversely affect the capacity or water quality of the stormwater system.

**13. 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 operation of a residential daycare is regulated in [Section 4-1-B-23-E](#) of the UDC. The applicant is required to comply with regulations such as licensing and number of employees and children. The applicant has complied with applicable requirements to date, and it is Staff's opinion the applicant will be able to continue to adhere to all applicable regulations and ordinances.

## DEVIATIONS

The applicant is not requesting any deviations.

## REVIEW PROCESS

- This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on June 20, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

## RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Conduct a Public Hearing.**

★ **Staff recommends approval of the proposed Special Use Permit for Sarah's Busy Bees Daycare.**

- This is a special use permit for a "daycare, general" accessory to the single-family residence.
- The project is consistent with Lenexa's goals through **Strategic Community Investment** to create **Vibrant Neighborhoods**.

## SPECIAL USE PERMIT

Staff recommends **approval** of SU23-04 - a special use permit for a Daycare, general use for **Sarah's Busy Bees Daycare** located at 8909 Park Street for a period of one year.

## Sarah's Busy Bees LLC

It has always been my dream to run my own daycare business. I am living my dream and I have had my home daycare for five years now. The reason why I need a Special Use permit is because my fiancé is now an additional provider and we want to add more children. Through the state we are allowed 12 children, Currently I have 6 children which includes my son. My hours of operation are from 8:00-5:00 Monday through Friday. My children in care get dropped off typically no later than 8:30 but typically come in staggered and leaves staggered as well. When parents pick up it's between 4, 4:30 and 5:00. I get the chance to talk with the parents each day about their child's day.

My schedule: 8:00 Greetings, breakfast served.

8:30-9:00- Free play

9:00-9:30- Circle Time, group activity, reading Etc..

9:30-10:00- Creative time (paints, crayons, Art activities)

10:00-10:45- Outside Play (weather permitting)

10:45-11:15- TV Time (as i prepare lunch)

11:15-12:00 Lunch

12:00-12:45- Nap Preparation, Storytime

12:45-3:15 Nap Time

3:15-3:45- Free Play

3:45-4:00 Snack Time

4:00-4:45-Outside Play (weather permitting)

4:45-5:00- Free Play, Pick up

Kansas Department of Health and Environment

Renewed License

Group Day Care Home  
Renewed License No. 0501572-007

Licensee: Sarah Kaye Shatzer

Facility: Sarahs Busy Bees

Located at: 8909 Park St  
Lenexa, KS 66215



02/29/2024

In the county of: Johnson

Having complied with the laws and regulations of the State of Kansas governing Group Day Care Homes, Sarah Kaye Shatzer is hereby authorized to care for a maximum of 12 children, under one of the following options:

MAXIMUM LICENSED CAPACITY IF ONE ADULT IS PRESENT WITH THE CHILDREN:

- 9 children, at least 2 ½ years but under 11 years of age\*; or
- 10 children, at least 3 years but under 11 years of age\*; or
- 12 children, at least 5 years but under 11 years of age; or refer to Table I in K.A.R. 28-4-114(e) if children under 2 ½ years of age are in attendance.

MAXIMUM LICENSED CAPACITY IF TWO ADULTS ARE PRESENT WITH THE CHILDREN:

- 12 children, infancy to 11 years of age\*, with not more than 9 children under 5 years of age, 3 of whom may be under 18 months of age; or
- 10 children, infancy to 11 years of age\*, with not more than 8 children under 5 years of age, 4 of whom may be under 18 months of age; or
- 12 children, at least 18 months but under 11 years of age\*, with not more than 5 children, 18 months to 2½ years of age.

\*Children five years of age and over may be substituted for younger children in the license capacity. Children under 11 years of age who are related to the applicant with a temporary permit, the licensee, or any other provider shall be included in the maximum number of children in each age group. Children at least 11 years of age but under 16 years of age who are unrelated to the provider shall be included in the license capacity if child care for this age group as a whole exceeds three hours a week.

This License is effective 03/01/2023 and remains in effect until the expiration date noted by the above sticker unless invalidated by a change of owner, operator, location or it is administratively closed.

Smoking is prohibited inside the day care home during hours of operation.

\*\* Local codes and ordinances may prescribe other requirements for the legal operation of this facility.

*Janet Stanek*

Janet Stanek, Secretary  
Kansas Department of Health and Environment

**3. Sarah's Busy Bees LLC** - Consideration of a special use permit for an in-home daycare on property located at 8909 Park Street within the R-1, Single-Family Residential District. SU23-04

**APPLICANT PRESENTATION:**

Sarah Shatzer, owner of Sarah's Busy Bees, stated she requests a special use permit to expand her business of five years by adding a second daycare provider and adding more children.

**STAFF PRESENTATION:**

David Dalecky presented the Staff Report. The request is a special use permit for an in-home daycare to expand her business from a maximum of 6 children to a maximum of 12 children. He provided an overview of the site location and showed an aerial image of the site. He discussed her business narrative and pointed out the criteria for special use permit review. He noted communication received from a neighbor across the street. The neighbor had concerns of cars using their driveway to turn around after dropping off/picking up children at the daycare. Staff directed the applicant to inform her clients to cease using the neighbor's driveway. Staff proposed a one-year special use permit to make sure the situation with the neighbor's driveway was alleviated. He noted the applicant could come back to the Planning Commission after one year and request a longer special use permit.

**PUBLIC HEARING:**

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item.

Karen Beaman, 8903 Park Street, spoke in favor of the special use permit. She said she lives north of the applicant's daycare. She said it is a positive business and that it is an asset to Lenexa. She said Sarah's Busy Bees is very necessary for those in the area that need quality daycare services.

Chairman Poss entertained a motion to **CLOSE** the Public Hearing. Moved by Commissioner Burson, seconded by Commissioner Handley, and carried by a unanimous voice vote.

**PLANNING COMMISSION DISCUSSION:**

Commissioner Horine inquired about the one-year special use permit. David Dalecky said the applicant would have the opportunity to come back to the Planning Commission and request a longer special use permit after one year.

**MOTION:**

Chairman Poss entertained a motion to recommend **APPROVAL** of a Staff recommends approval of SU23-04 - a special use permit for a daycare, general use for **Sarah's Busy Bees Daycare** located at 8909 Park Street for a period of one year.

Moved by Commissioner Katterhenry, seconded by Commissioner Woolf, and carried by a unanimous voice vote.

**From:** Brandon McElhiney <[brandonmcelhiney12@gmail.com](mailto:brandonmcelhiney12@gmail.com)>

**Sent:** Wednesday, May 31, 2023 5:24 PM

**To:** Stephanie Kislser <[skisler@lenexa.com](mailto:skisler@lenexa.com)>

**Subject:** SU23-05 Sarah's Busy Bees

Hi Stephanie,

Our names are Brandon and Sarah McElhiney and we are the owners of 8908 Park Street, the property directly across from Sarah's Busy Bees daycare which we understand is up for approval by the Planning Commission on June 5th. We have lived in our home for 3 and a half years now, and we have some concerns regarding the daycare facility across the street that we would like the Commission to consider prior to permit approval.

Our home is located directly across Park Street from the daycare and we have a flat, double-wide, concrete driveway. Over the years we have witnessed numerous daycare visitors and/or clientele using our driveway on a daily basis as a turnaround location during drop-off and pick-up times, which has become increasingly more irritating and a nuisance to us. Our location within the neighborhood is easily accessible from major roadways in all directions, so the use of our driveway by daycare visitors is likely more out of convenience than necessity. The drivers' behavior is an ongoing stress on us and it creates unnecessary wear and tear on our driveway. Attached is a map of our property to better visualize the close proximity of our driveway to the daycare property, as well as a recent (2 weeks ago) doorbell camera screenshot of a daycare visitor pulling fully into our driveway to turn around, despite the daycare driveway being open. This particular vehicle frequently uses our driveway to turn around.

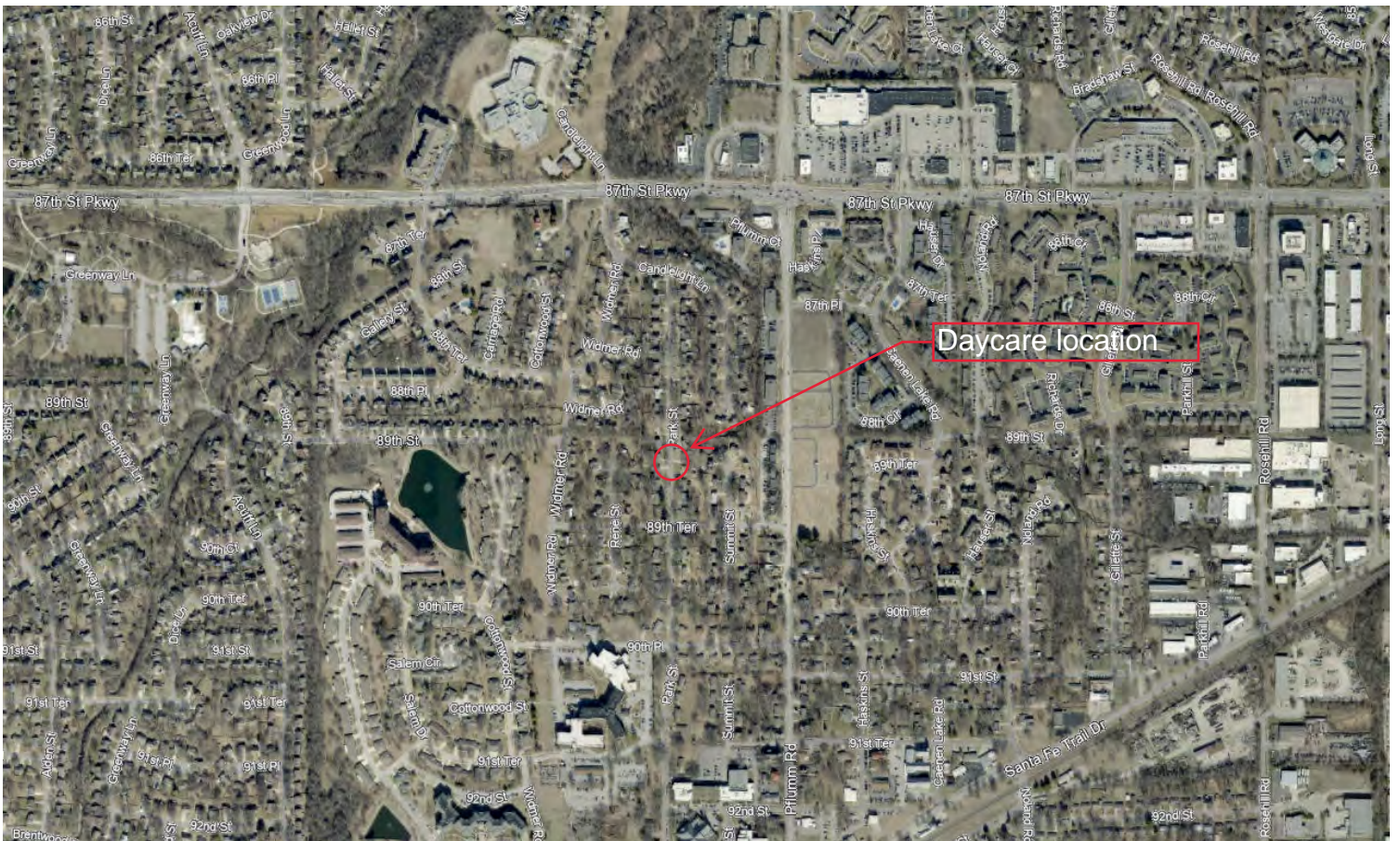
We have confronted daycare visitors about their behavior in the past and been met with obscene gestures or disregard for our concerns. There have also been times when vehicles leaving the daycare have completely pulled into our driveway (onto our private property) and we have had to wait to back out due to them waiting for traffic to pass on Park Street. It's worth noting that the turning around will take place even when the one parking spot on the daycare's single-wide driveway is available, which adds to our frustration of the situation.

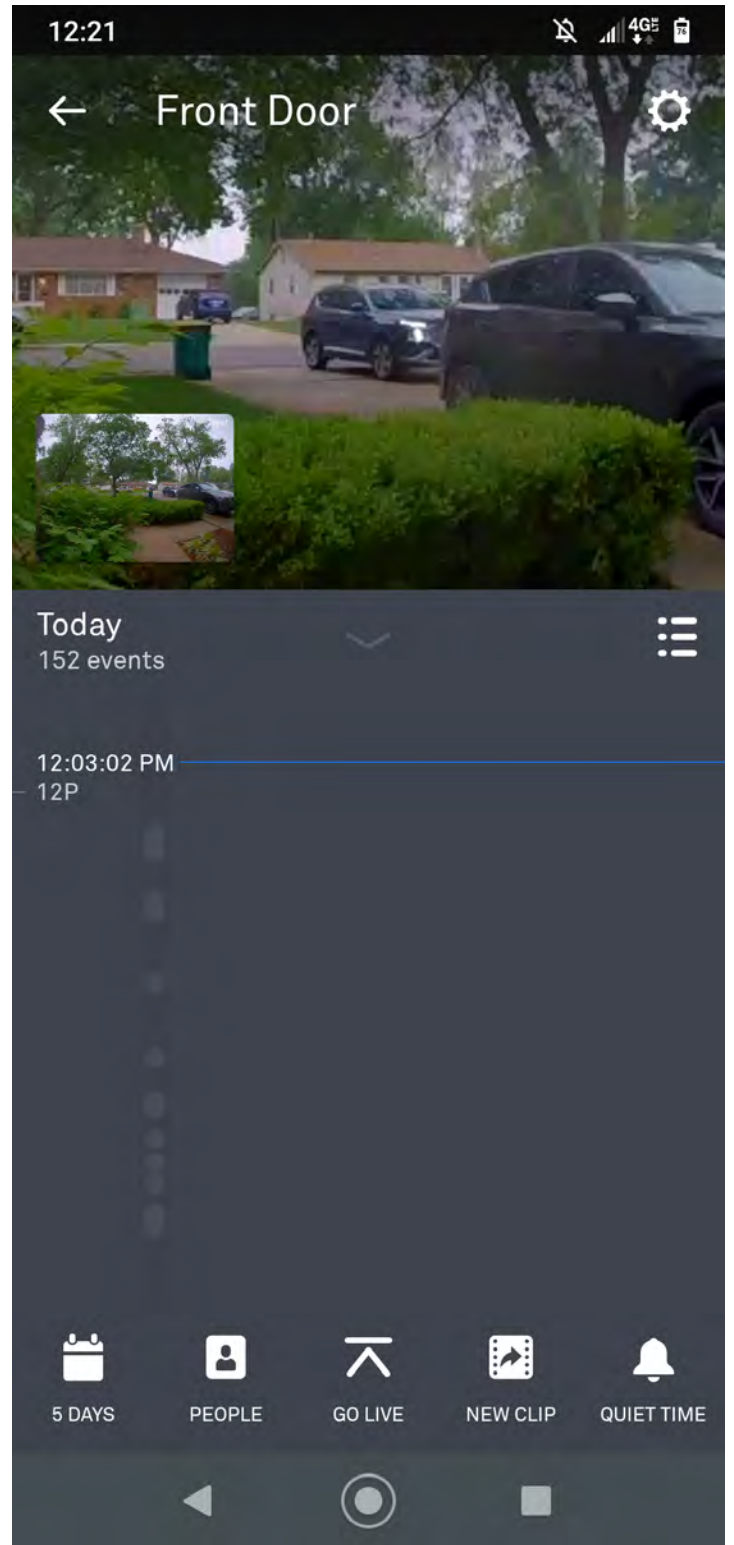
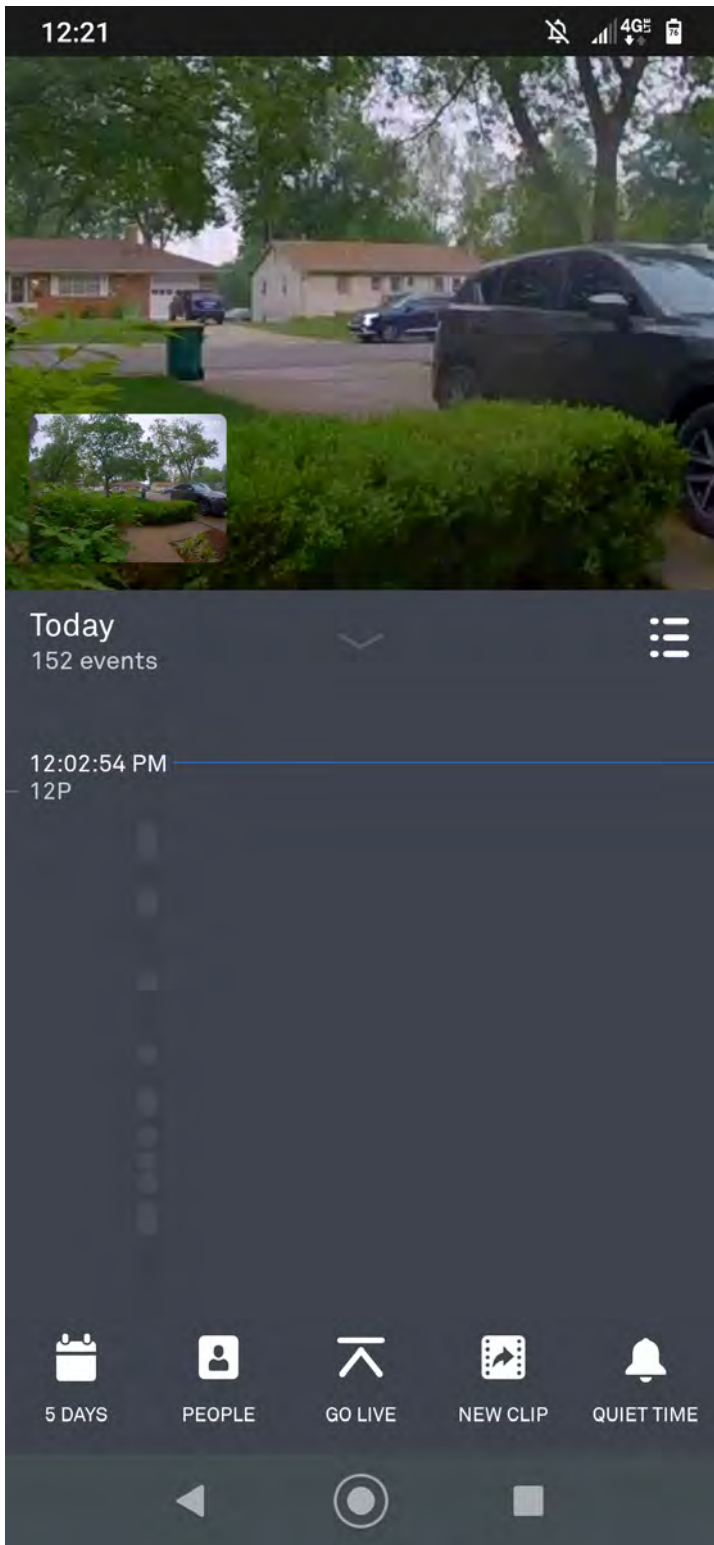
We are concerned that doubling the number of children allowed at the daycare will lead to an increased number of unwanted drivers turning around in our driveway as part of their daily routine, as others have already done in the past. We completely support the daycare and wish nothing but the most success for Sarah, we just don't want our property to be an extension of the business and create a bigger nuisance or inconvenience to us as a result of the proposed changes. It is our hope that the Commission will consider placing a condition for business operation on the permit that addresses a requirement for daycare visitors and/or clientele to not use neighboring driveways or property during any part of the pick-up or drop-off process. Because the nature of a daycare is to have new clients every few years as children grow older, we hope this will be a proactive approach to keeping business associated with the daycare solely within the daycare's property or public right-of-way. We greatly appreciate your consideration of our concerns on this matter.

Sincerely,

Brandon and Sarah McElhiney  
8908 Park Street  
Lenexa, KS 66215







June 5, 2023

The daycare Sarah's Busy Bees at 8909 is a very positive business and much needed business to our neighborhood and city. Having quality childcare is very necessary in our city. Families that work in our city depend on it. Hospitals, schools, and all kinds of businesses need childcare in our city so their employees with children can come to work each day. My husband and I live right next door to the daycare and enjoy watching and listening to the children laugh and play each day. The children are always happy and having fun. We can tell that they are well cared for. Sarah's Busy Bees has good and quality childcare and is an asset to Lenexa.

Karen Beaman  
8903 Park Street  
Lenexa, Kansas 66215  
Home# 913-492-3523, Cell 913-634-4323

SU 23-\_\_\_\_

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

**AN ORDINANCE GRANTING A ONE-YEAR SPECIAL USE PERMIT ON PROPERTY LOCATED AT 8909 PARK STREET IN LENEXA, KANSAS.**

**WHEREAS**, on April 27, 2023, Sarah Shatzer owner of record, filed a request for a 10-year special use permit to allow “Daycare, general” on property located at 8909 Park Street in Lenexa, Kansas (the “Property”), in the R-1, Residential Single-Family (Low-Density) Zoning District; and

**WHEREAS**, on June 5, 2023, the Lenexa Planning Commission held a public hearing to hear the request for said special use permit. Notice for the public hearing was provided in accordance with K.S.A. 12-757, and

**WHEREAS**, the Lenexa Planning Commission recommended approval of a one-year special use permit to allow “Daycare, general” on the Property, in the R-1, Residential Single-Family (Low-Density) Zoning District, as reflected in the minute record for said meeting; and

**WHEREAS**, on June 20, 2023, the Governing Body considered the request and Planning Commission recommendation, as reflected in the minute record for said meeting;

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

**SECTION ONE:** The Governing Body hereby approves the issuance of a one-year special use permit to allow “Daycare, general” in the R-1, Residential Single-Family (Low-Density) Zoning District, for the real estate described as:

Lot 30, Tuxedo Park, a subdivision in Lenexa, Johnson County, Kansas

Hereinafter referred to as (the “Property”).

**SECTION TWO:** The issuance of the special use permit shall be conditioned on the following:

- A. The portion of the Property that may be used for the specially permitted use is limited to Daycare.

**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 FIVE:** 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 June 20, 2023.

**SIGNED** by the Mayor June 20, 2023.

CITY OF LENEXA, KANSAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven D. Shrout, Assistant City Attorney



**ITEM 13**

**SUBJECT:** Consideration of establishing the Central Green MXD Community Improvement District in City Center North

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** June 20, 2023

**ACTION NEEDED:**

- a. Conduct a public hearing;
- b. Pass an ordinance establishing the Central Green MXD Community Improvement District (CID) and levying 1% CID sales tax; and
- c. Adopt a resolution approving a CID Development Agreement with Central Green, LLC.

**PROJECT BACKGROUND/DESCRIPTION:**

After holding a public hearing, the Governing Body will consider establishing a CID over the Central Green mixed-use building project area (“Central Green Project”), which is located in the northeast corner of 87th Street Parkway & Penrose Lane. Central Green, LLC (“Developer”), the owners of record of 100% of the land area within the proposed CID and 100% of the land measured by assessed value within the proposed CID, filed a petition with the City requesting the City establish the CID over the 1.4-acre property. The proposed CID area includes development of an approximately 67,000 square foot mixed-use building consisting of office and restaurant uses, structured parking, as well as associated site work and infrastructure. The proposed CID would be used to reimburse the Developer up to a maximum of \$2 million for its CID eligible costs associated with the Central Green Project. If approved, the CID would be established by ordinance and the City would enter into separate CID DA with the Developer receiving CID Revenues.

The following are the key points of the CID and the DA:

- The CID will be funded with a 1% CID sales tax over the Central Green Project area.
- The CID will extend for a period of 22 years from the date the sales tax is first commenced. It is estimated that the CID sales tax would commence on or about October 1, 2023.
- The Developer will receive 100% of the CID revenues generated from the CID over the term of the CID to reimburse it for its CID eligible tenant finish costs up to \$2 million.
- The DA contains the City’s standard provisions for submitting invoices, payment of costs, etc.

Finally, the Central Green Project is located in City Center TIF Project Plan 3F, which was approved in 2017. TIF Project Plan 3F specifically contemplates that a CID would be considered for the Project. The

developer waited until it could develop its retail/restaurant concept to make an application for the CID. The developer acknowledges that they cannot be reimbursed twice for the same cost in Project Plan and CID.

The CID Petition and Development Agreement use the City's standard terms and conditions and are located in the City Clerk's office.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The CID improvements will be funded solely with a 1% CID sales tax over property located within the CID. It is estimated that the CID revenues over the 22-year term will be approximately \$1 million.

**STAFF RECOMMENDATION:**

Passage of the ordinance and adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Thriving Economy

**Guiding Principles**

Responsible Economic Development

**ATTACHMENTS**

1. Map
2. Ordinance
3. Resolution



Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-477-7500

# Central Green Community Improvement District





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

**AN ORDINANCE APPROVING AND ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LENEXA, KANSAS AND LEVYING A CID SALES TAX (CITY CENTER NORTH CENTRAL GREEN PROJECT).**

**WHEREAS**, pursuant to K.S.A. 12-6a26 through 12-6a36, as amended (the “Act”) cities are authorized to establish a Community Improvement District (“CID” or “District”) for economic development purposes and any other purpose for which public money may be expended; and

**WHEREAS**, on or about May 2, 2023, Central Green, LLC (the “Petitioner”), filed with the Lenexa City Clerk a signed petition to authorize and establish a CID Project (the “CID Project”, also referred to as the “City Center Central Green CID Project”), over real property owned by Petitioner (the “Central Green CID Property”) and legally described in Exhibit A, attached hereto and incorporated herein by reference,

**WHEREAS**, the Petitioner is the owner of record of 100% of the land area within the proposed CID and 100% of the land measured by assessed value of the land area within the proposed CID; and

**WHEREAS**, pursuant to Resolution No. 2023-047 passed by the Lenexa City Council on May 16, 2023, the City provided notice that it would hold a public hearing on June 20, 2023 to consider establishing a District and make findings necessary therefore; and

**WHEREAS**, the Lenexa Governing Body conducted a public hearing on June 20, 2023 to consider establishing the District, all in accordance with the Act; and

**WHEREAS**, the City’s Community Improvement District Policy (the “CID Policy”) requires the Governing Body find the proposed CID project meets one or more of the criteria set forth in Section GB05-1-4 of the CID Policy; and

**WHEREAS**, the Governing Body makes the following findings:

- a. The Governing Body has determined that this City Center North Central Green CID Project furthers multiple goals of the Governing Body, including promoting and stimulating quality in-fill development, enhancing the City’s diverse economic base and assisting the City in developing a premier destination point – “City Center” – that serves as a community gathering place by integrating a variety of uses;
- b. The City Center North Central Green CID Project substantially promotes economic development and reinvestment in the community;
- c. The City Center North Central Green CID Project has unique site constraints making development more difficult and costly; and
- d. The City Center North Central Green Building CID Project provides for the construction of facilities that promote tourism or enhance the quality of life within the City; and

**WHEREAS**, the Act provides that upon conclusion of the public hearing the Governing Body, by majority vote, may create the District by adoption of an ordinance and authorize the City Center North Central Green CID Project therein.

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

**SECTION ONE.** The general nature of the CID Project consists of approximately 67,000 sq. ft. mixed-use building consisting of office and restaurant uses, structured parking as well as associated site work and infrastructure on the CID Property and any other items or uses allowable under the Act and City CID Policy.

**SECTION TWO.** The Lenexa Governing Body finds the District furthers economic development within the City and further finds it advisable and in the City’s best interest to establish the District and authorize the City Center North Central Green CID Project as proposed, subject to an approved Development Agreement and therefore the City hereby establishes the District and authorizes the City Center North Central Green CID Project for a term of twenty-two (22) years from the date the State Director of Taxation begins collecting the CID sales tax or until the approved CID Eligible Costs up to a maximum of \$2,000,000 are paid, whichever occurs first.

**SECTION THREE.** The estimated total cost of the proposed City Center North Central Green CID Project within the District is approximately \$10,360,210.

**SECTION FOUR.** The proposed CID is legally described on **Exhibit A**.

**SECTION FIVE.** A map of the District is attached as **Exhibit B**.

**SECTION SIX.** The Project will be financed initially through a combination of private equity, private debt and Pay-as-you-go financing, as defined in the Act. Petitioner will be reimbursed for CID Eligible Costs associated with the Project from the CID Sales Tax generated solely from the CID Project and such reimbursement shall be made in accordance with the priority, amounts and source set forth in the approved CID Development Agreement (the “Development Agreement”) to be entered into by the City with Petitioner prior to making any reimbursement.

The City reserves the right to issue Special Obligation Community Improvement District Bonds, as defined in the Act, at a future date in order to fund the CID Eligible Costs that have not been reimbursed previously, but is not obligated to issue such bonds.

**SECTION SEVEN.** The City authorizes and hereby levies a one percent (1%) CID sales tax over all parcels in the District legally described in Section Four. Such CID Sales Tax shall be effective October 1, 2023 and extend for the term of the CID as set forth in Section Two herein.

**SECTION EIGHT.** There will be no CID special assessment levied on any property within the District as a result of this Petition.

**SECTION NINE.** Upon establishment of this District and prior to the expenditure of any CID revenues the City and the Petitioner receiving such CID revenues shall enter into a Development Agreement setting forth the terms and conditions for implementation of the District, including the eligible CID Reimbursable Costs, the priority, and terms for reimbursement.

**SECTION TEN.** This ordinance shall be in full force and effect from and after its passage by a majority of the Governing Body and publication once in the official City newspaper.

**SECTION ELEVEN.** After publication, the City Clerk is hereby directed to file a copy of this ordinance with the Johnson County, Kansas Register of Deeds.

**SECTION TWELVE.** After publication of this ordinance and expiration of the protest period, the City Clerk, in coordination with the City Attorney, is directed to provide the Kansas Department of Revenue with a copy of this

ordinance and the associated Development Agreement, notifying them of the establishment of the District and the levy of the CID Sales Tax.

**PASSED** by the Governing Body this 20<sup>th</sup> day of June, 2023.

**SIGNED** by the Mayor this 20<sup>th</sup> day of June, 2023.

**CITY OF LENEXA, KANSAS**

[SEAL]

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

**Attest:**

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

**Approved As To Form:**

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

## **EXHIBIT A**

### **Legal Description of District**

Lot 6, Lenexa City Center – North Village, First Plat, a subdivision located within the city of Lenexa, Johnson County, Kansas, containing 60,984 square feet or 1.4 acres, more or less.

Exhibit B



Data Source: City of Lenexa and Johnson County Kansas  
For further information, please call 913-671-7300

**Central Green**  
Community Improvement District



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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH CENTRAL GREEN, LLC ASSOCIATED WITH THE ESTABLISHMENT OF A CID OVER THE CITY CENTER NORTH CENTRAL GREEN PROJECT AREA**

WHEREAS, K.S.A. 12-6a26 *et seq.*, as amended, establishes the Community Improvement District Act (the “Act”) for economic development and any other purpose for which public money may be expended; and

WHEREAS, cities are authorized to create a community improvement district (CID) to assist with the financing of eligible projects provided cities comply with the procedures set forth in the Act; and

WHEREAS, the City received a petition from the owners 100% of the land within the proposed CID district and the owners of 100% of the land measured by by assessed value within the proposed CID district (the “Petitioner”) generally located on the northeast corner of 87<sup>th</sup> Street Parkway and Penrose Lane (the “City Center North Central Green Property”); and

WHEREAS, in order to assist in the development and redevelopment of the City Center North Central Green Building Project, the City approved Ordinance No. \_\_\_\_\_ on June 20, 2023 establishing the City Center North Central Green CID; and

WHEREAS, the City and Central Green, LLC desire to enter into a Development Agreement regarding the terms for implementation of the CID including but not limited to reimbursement of costs associated with approved CID Eligible Reimbursable Costs for eligible improvements; the description of such eligible improvements; the term of reimbursement; the procedures for reimbursement; and applicable performance standards, all as set forth in the Development Agreement attached hereto as Exhibit A.

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

SECTION ONE: The City Council hereby approves and authorizes the Mayor to execute the Development Agreement, in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO: This Resolution shall take effect immediately upon passage and its execution by the Mayor.

ADOPTED by the Lenexa City Council this 20<sup>th</sup> day of June, 2023.

SIGNED by the Mayor this 20<sup>th</sup> day of June, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

---

Michael A. Boehm, Mayor

Attest:

---

Jennifer Martin, City Clerk

Approved As To Form:

---

Sean McLaughlin, City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 14**

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**SUBJECT:** Pavement Reconstruction Program, Falcon Valley between Prairie Star Parkway and Woodland Road Project update

**CONTACT:** Nick Arena, Director of Municipal Services  
Cody Wilbers, Assistant Municipal Services Director

**DATE:** June 20, 2023

---

**PROJECT BACKGROUND/DESCRIPTION:**

Staff will present a project update and timeline related to the Pavement Reconstruction Program, Falcon Valley Drive Project.

**ATTACHMENTS**

1. Presentation located in the Appendix

# APPENDIX



**MINUTES OF THE  
JUNE 6, 2023  
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 Karlin, Eiterich, Nicks, Nolte, Roh, Arroyo, Sayers, and Denny were present with Mayor Boehm presiding.

Staff present included Todd Pelham, Deputy City Manager; Mike Nolan, Assistant 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 May 16, 2023 City Council meeting draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

Mayor Boehm invited Wandra Minor of the Johnson County NAACP to speak. Ms. Minor thanked the City for allowing them to use the Community Forum for their May 6th community event. She also invited everyone to attend the Juneteenth Freedom Celebration on June 17th in Prairie Village.

**PROCLAMATIONS**

Mayor Boehm proclaimed June as Lenexa Barbecue Month and presented the proclamation to Pat Dalton, co-founder of the Great Lenexa Barbecue.

**PRESENTATIONS**

Lenexa Leadership Foundations Academy

Jim Bowers, HR Director, introduced the 2023 Lenexa Leadership Foundations (LLF) Academy class. He said the classes are for interested employees who are emerging leaders and are led by Dr. Katie Ervin and Jenna Scott of Catalyst Development. He added that April Beretta, HR Partner and LLF Academy graduate, would be the class liaison.

Steven Shrout, Assistant City Attorney II and 2022 LLF Academy graduate, spoke about his experience in the academy and shared some insights with the incoming class.

**CONSENT AGENDA**

1. Change Order No. 1 to the contract with J.E. Dunn Construction Company for the construction of the Lenexa Justice Center  
*This change order is for the addition of 54 parking spots, including asphalt, curbs, light poles, cameras, drain/storm structures, and grading in the public parking lot of the Lenexa Justice Center. Total additional cost is \$205,188.*
2. Acceptance of the Parking Lot Expansion at Black Hoof Park Project for maintenance  
*This project constructed a 114-stall parking lot for Black Hoof Park to provide adequate parking for the addition of two disc golf courses and to relieve some pressure from the existing 84-stall parking lot, which was often not enough for this heavily used park. The total cost of construction was \$442,859.34.*
3. Resolution authorizing the Mayor to accept quotes for the purchase of various equipment for the Lenexa Justice Center  
*Proposals from multiple vendors have been secured for lockers, shelving, fitness equipment, and dispatch consoles/furniture for the Lenexa Justice Center. The total expenditure is \$1,660,770.21.*
4. Resolution approving and authorizing the Mayor to execute an agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck  
*This purchase agreement is for a 2026 Pierce Impel PUC Pumper fire truck. The contract amount is \$1,147,124.37.*
5. Resolution authorizing the Mayor to execute Addendum One to the Municipal Court Judge Employment Agreement with Erika DeMarco to continue serving as municipal judge  
*In June 2017, the City entered into a one-year employment agreement with Erika DeMarco appointing her municipal judge and setting forth the terms and conditions of her employment. The agreement was subsequently amended in 2018, 2019, 2020, and 2021. The proposed addendum extends the agreement for an additional two-year term.*

### **END OF CONSENT AGENDA**

*Councilmember Karlin made a motion to approve items 1 through 5 on the consent agenda and Councilmember Sayers seconded the motion. Motion passed unanimously.*

### **NEW BUSINESS**

There was no new business.

### **COUNCILMEMBER REPORTS**

Councilmember Nolte announced that he will not be running for council again, after serving more than 28 years. He said he has attended almost 1,000 meetings, has learned a lot, and watched Lenexa grow up. He talked about Vision 2020 and 2040 impacts on Lenexa and all that has been accomplished during his tenure.

Councilmember Eiterich thanked Ms. Minor for attending the meeting and for using this venue. She congratulated the leadership academy class participants for investing in

themselves and the City. She thanked Mr. ShROUT for his remarks.

Councilmember Roh told the incoming leadership class participants to take the learning and leadership lessons back to their work and teams and thanked them for participating in the opportunity.

Mayor Boehm advised the leadership class participants to be vulnerable and open with each other for connection and personal growth.

### **STAFF REPORTS**

Logan Wagler, Parks and Recreation Director, provided an update on the recent Flat Rock Creek pool leak, saying the leak was located on Monday morning. He said staff is working with the contractor on a schedule for repairs to take place in the next couple of weeks. He said they will minimize pool closures as much as possible. He added that staff had also identified and fixed a leak in the Ad Astra pool before the season started.

Councilmember Roh asked about attendance and Mr. Wagler said it has been much busier than in the past.

Mr. Wagler thanked the Communications team for doing a great job communicating the closure of Indian Trails Aquatic Center.

### **END OF RECORDED SESSION**

### **BUSINESS FROM FLOOR**

There was no business from the floor.

### **ADJOURN**

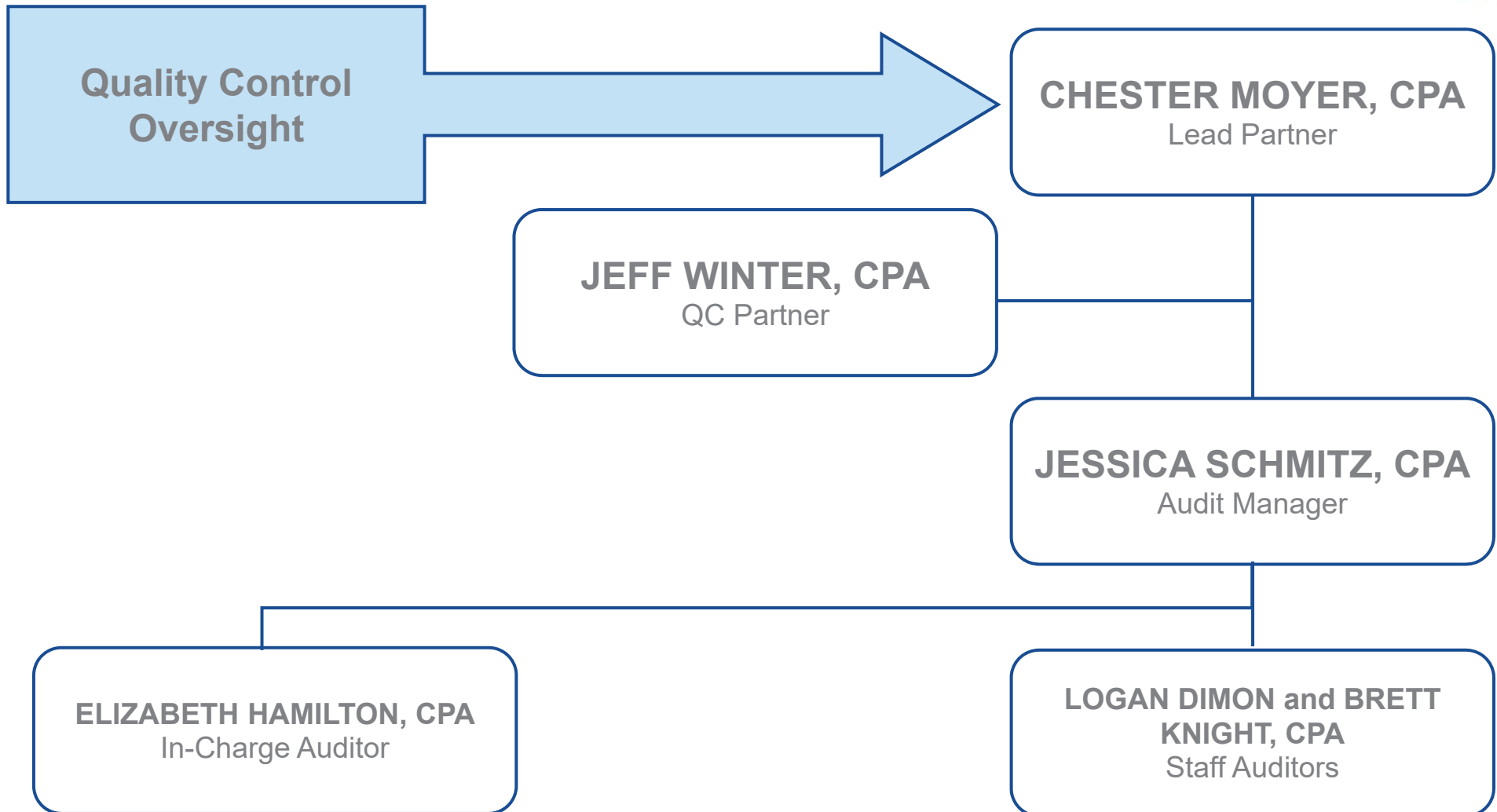
*Councilmember Nolte made a motion to adjourn and Councilmember Roh seconded the motion. Motion passed unanimously.*

The meeting adjourned at 7:30 PM.

# City of Lenexa Audit Summary

DECEMBER 31, 2022

# Engagement Team



# Audit Process

## Planning October 2022

- Obtain an understanding of the City and its control environment.
- Review council minutes.
- Perform preliminary analytical review procedures on internal financial statements.

## Interim Fieldwork

- Gain an understanding of key accounting processes.
- Identify significant estimates in the financial statements.
- Perform risk assessment.
- Perform walkthroughs and test key controls where deemed appropriate.

## Year-End Fieldwork Mar-April 2023

- Perform substantive analytic procedures.
- Perform substantive in depth procedures.
- Perform compliance testing.
- Complete review of methodology for consistency, logic and reasonableness of estimates.





# Executive Summary

## Financial Statement Audit

Transition of Key Positions relative to the audit within the City was smooth  
Unmodified Opinion (i.e. Clean Opinion) on the financial statements  
Emphasis of Matter – Implementation of GASB 87, *Leases*  
Adjusting Journal Entry – Adjustment to Fair Value of Investments

## Management Letter

No matters reportable

## Single Audit

No matters reportable

## Firefighters' Relief Association

No matters reportable



# Assessing Near-Term Financial Position

Near-term financial position focuses on whether a government's existing resources and inflows will be sufficient to cover its existing commitments and outflows.

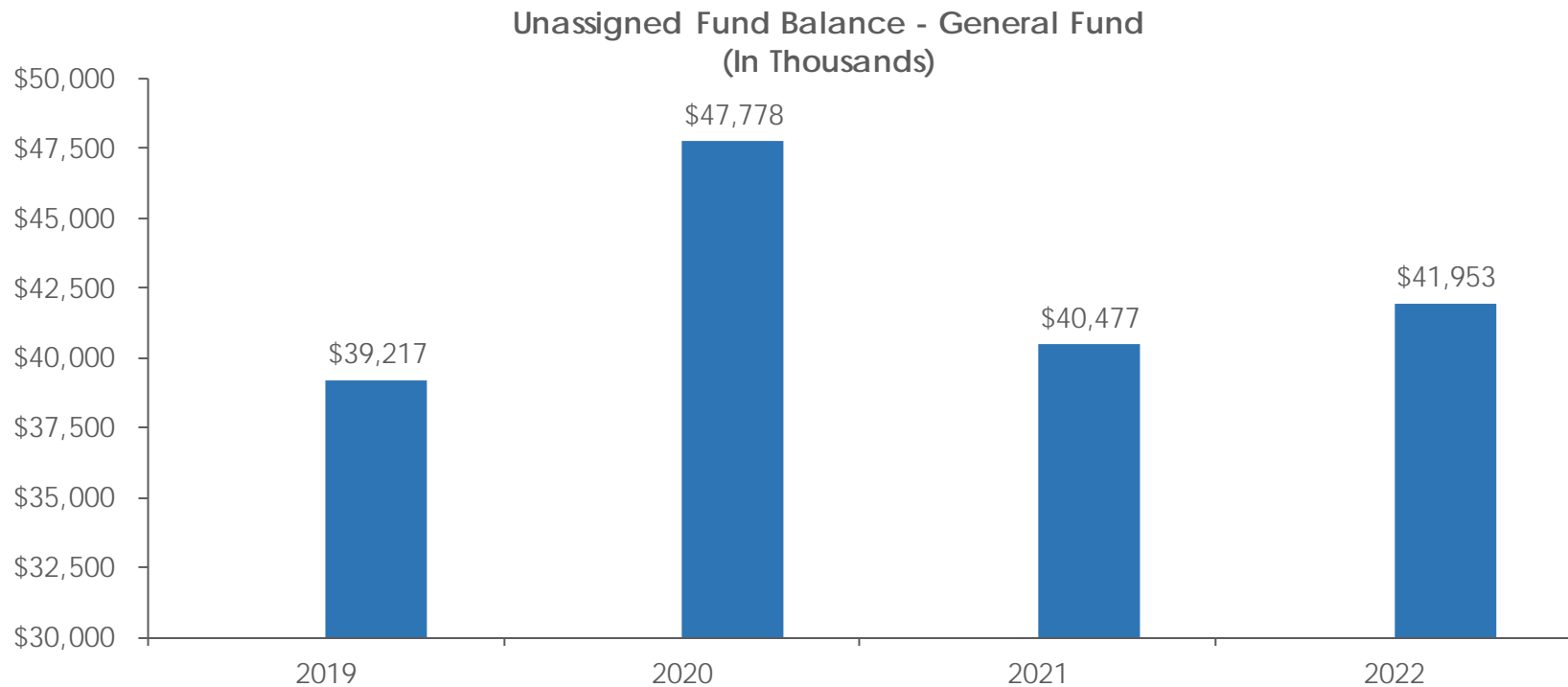
Are there any limitations on how the resources in the fund can be spent?

If so, what is the source of the limitations?

- Non-spendable fund balance – never could be spent (supplies inventory)
- Restricted fund balance – legally enforceable by outside parties (grantors, debt requirements, legislation)
- Committed fund balance – self-imposed limitations of law
- Assigned fund balance – less formal self-imposed action to limit how certain resources are spent
- Unassigned fund balance – spendable resources that do not fall into any of the above categories



# General Fund Summary



## OBSERVATION

The unassigned fund balance has steadily increased over each of the past several years. In 2021, the unassigned fund balance decreased by \$7.301 million and increased \$1.476 million in 2022.



# Government-Wide Statement Of Net Position



The statistical section of the Annual Comprehensive Financial Report provides ten years of trend data that can be used to perform an analysis.

Most accept, at least in principle, that taxpayers of the current period should pay for the services they receive rather than passing on the costs to the taxpayers of subsequent periods (inter-period equity).

A persistent decline in net position may indicate that this principle is not being honored in practice.

Year	Total City Net Position
2022	\$665,662,801
2021	\$635,992,667
2020	\$613,862,049



# Single Audit Summary

A Single Audit is a compliance audit with the requirements of major federal grants and programs.

Applicable to state governments, local governments, Native American tribal organizations, not-for-profit organizations, and colleges and universities that expend more than \$750,000 of federal awards in a year.

The Single Audit will determine whether:

- The entity is in compliance with the requirements of major federal programs, and
- The entity has internal controls in place to help mitigate the risk of material non-compliance with the requirements of federal programs.

The City of Lenexa's Federal Expenditures during 2022 are as follows:

Name of Program	AL Number	Cluster Name	Amount Expended
Bulletproof Vest Partnership Grant	16.607		\$15,921
Special Traffic Enforcement Program (STEP)	20.600	Highway Safety Cluster	\$40,771
Highway Planning and Construction	20.205	Highway Planning and Construction Cluster	\$2,647,105
Federal Aid & Sport Fish Restoration	15.605		\$1,030
Community Development Block Grant	14.218	CDBG – Entitlement Grants Cluster	\$184,687

Total Federal Expenditures for 2022 and 2021 were \$2,889,514 and \$830,204, respectively



# Single Audit Summary *(Continued)*

Not every federal award program that an organization participates in is audited every year.

- A risk-based approach is used to determine which programs need to be audited as major.

The City of Lenexa's major program for 2022 is as follows:

Name of Program	AL Number	Cluster Name	Amount Expended
Highway Planning and Construction	20.205	Highway Planning and Construction Cluster	\$2,647,105

Each major program is required to be tested to ensure compliance with the requirements passed down from the Office of Management and Budget through the Annual Compliance Supplement.

Testing for the City's major program identified was completed in concurrence with the Financial Statement Audit.

No significant deficiencies, material weaknesses or instances of noncompliance were identified during single audit testing.



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***CITY OF LENEXA, KANSAS***  
*AUDITOR COMMUNICATIONS*  
*DECEMBER 31, 2022*

---

The Honorable Mayor and  
Members of the City Council  
City of Lenexa, Kansas

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Lenexa, Kansas (the City) as of and for the year ended December 31, 2022, and have issued our report thereon dated June 9, 2023. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 7, 2022. Professional standards also require that we communicate to you the following information related to our audit.

#### *Qualitative Aspects Of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used are described in Note 1 to the financial statements. During the year ended December 31, 2022, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*, which modifies the principles for the recognition, measurement, presentation, and disclosure of leases for both parties to a contract, the lessee and the lessor. No other new accounting policies were adopted and the application of other existing policies was not changed during the year ended December 31, 2022. We noted no transactions entered into during the year for which there was a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred. There are no instances where we consider a significant accounting practice that is acceptable under the applicable financial reporting framework not to be most appropriate to the particular circumstances of the City.

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management.



Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the depreciable lives of capital assets is based on useful life. We evaluated the key factors and assumptions used to develop the depreciable lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the collectability of property taxes and other receivables is based on history of collections. We evaluated the key factors and assumptions used to develop the estimated collectability of property taxes and other receivables in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the actuarial assumptions in the calculation of annual pension and other post-employment benefit costs is based on estimates provided by the actuaries hired by KPERS and the City. We evaluated the key factors and assumptions used to develop the actuarial assumptions in the calculation of annual pension and other post-employment benefit costs in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the contingencies related to the City's risk management programs is based on historical and subsequent results. We evaluated the key factors and assumptions used to develop the estimated contingencies related to the districts risks management programs in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the fair value of investments is based on fair market value. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of right to use assets and lease liabilities are based on the incremental borrowing rate and the likelihood of lessees exercising options to extend the leases. We evaluated the key factors and assumptions used to develop the lease estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The disclosures to the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to the users of the financial statements. The most sensitive disclosures affecting the financial statements are:

The disclosure of deposits and investments in Note 2 to the financial statements.

The disclosure of leases in Note 9 to the financial statements.

The disclosure of long-term debt and other obligations in Note 10 to the financial statements.

The disclosure of risk management in Note 11 to the financial statements.

#### *Circumstances That Affect The Form And Content Of The Auditors' Report*

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditors' report. We expect to make the following modification to our auditors' report:

As discussed in Note 1 to the financial statements, the City implemented the provisions of Governmental Accounting Standards Board Statement Number 87, *Leases*. Our opinion is not modified with respect to this matter.

#### *Matters Resulting In Consultation Outside The Engagement Team*

There were no significant matters which resulted in consultation outside of our engagement team.

#### *Difficulties Encountered In Performing The Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected And Uncorrected Misstatements*

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There are no uncorrected misstatements of the financial statements noted during this audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The attached schedule communicates the impact of the adjusting journal entry noted during this audit that was brought to the attention of, and corrected by, management.

*Disagreements With Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the attached management representation letter.

*Management Consultations With Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to an entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings Or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Lenexa's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the information and use of the Honorable Mayor and Members of the City Council and is not intended to be and should not be used by anyone other than these specified parties.

*RubinBrown LLP*

June 9, 2023

## City of Lenexa, Kansas

June 9, 2023

RubinBrown LLP  
1200 Main Street  
Suite 1000  
Kansas City, Missouri 64105

This representation letter is provided in connection with your audit of the City of Lenexa, Kansas as of December 31, 2022 and for the year then ended, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, statement of financial position, and cash flows, where applicable, of the various opinion units of City of Lenexa, Kansas in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

We understand we are responsible for management decisions and functions, for designating a qualified employee to oversee any nonattest services you provide, and for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm that, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

### **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- 2) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 4) Significant assumptions used by us in making accounting estimates are reasonable.
- 5) All related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 6) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 7) The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- 8) With regard to items reported at fair value:
  - a. The underlying assumptions are reasonable, and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - c. The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.

## City of Lenexa, Kansas

- d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- 9) All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- 10) All funds and activities are properly classified.
- 11) All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- 12) All net position components and fund balance classifications have been properly reported.
- 13) All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 14) All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- 15) All interfund and intra-entity transactions and balances have been properly classified and reported.
- 16) Special items and extraordinary items have been properly classified and reported.
- 17) Deposit and investment risks have been properly and fully disclosed.
- 18) Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- 19) All required supplementary information is measured and presented within the prescribed guidelines.
- 20) Nonexchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists have been properly recorded, or if we are obligated in any manner, are disclosed.
- 21) With regard to pensions and OPEB:
  - a. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
  - b. We are unable to determine the possibility of a withdrawal liability from the pension and OPEB plans, of which we are a sponsor and are not currently contemplating withdrawing from the pension and OPEB plans.
  - c. Increases in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with U.S. GAAP and are included in the most recent actuarial valuation, or disclosed as a subsequent event.

### **Information Provided**

- 22) We have provided you with:
  - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
  - b. Additional information that you have requested from us for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- 23) All transactions have been recorded in the accounting records and are reflected in the financial statements.
- 24) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 25) Other than what has been communicated to you, we have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - a. Management;
  - b. Employees who have significant roles in internal control; or

## City of Lenexa, Kansas

- c. Others where the fraud could have a material effect on the financial statements.
- 26) We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), regulators, or others.
  - 27) We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
  - 28) We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
  - 29) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us.
  - 30) We have a process to track the status of audit findings and recommendations.
  - 31) We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
  - 32) We have provided views on your reported audit findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
  - 33) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
  - 34) We have disclosed to you the identity of all the entity's related parties and the nature of all the related party relationships and transactions of which we are aware.
  - 35) There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
  - 36) The entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
  - 37) We have disclosed to you all guarantees, whether written or oral, under which the entity is contingently liable.
  - 38) We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
  - 39) There are no violations or possible violations or laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - 40) There are no other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB 62.
  - 41) We have disclosed to you all known actual or possible litigation, claims and assessment whose effects should be considered when preparing the financial statements.
  - 42) The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
  - 43) We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
  - 44) We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB-62. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
  - 45) We have provided you with:
    - a. A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;

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- b. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
- 46) The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.
- 47) We acknowledge our responsibility for presenting the supplementary information in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the identify supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- 48) When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements ready available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditors' report thereon.

With respect to the required supplementary information accompanying the financial statements:

- 49) We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
- 50) We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- 51) The methods of measurement or presentation have not changed from those used in the prior period.

### Single Audit

- 52) With respect to federal awards, we represent the following to you:
  - a. We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
  - b. We are responsible for the preparation and presentation of the schedule of expenditures of federal awards (SEFA) in accordance with the Uniform Guidance.
  - c. We believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance.
  - d. We acknowledge our responsibility for presenting the SEFA in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
  - e. We are responsible for including the auditors' report on the SEFA in any document that contains the schedule and that indicates that the auditor has reported on such information.
  - f. We have identified and disclosed all of our government programs and related activities subject to the Uniform Guidance compliance audit.
  - g. When the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date of issuance by the entity of the SEFA and the auditors' report thereon.
  - h. We have, in accordance with the Uniform Guidance, identified in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.
  - i. We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.

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- j. We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.
- k. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- l. We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to period covered by the auditors' report.
- m. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- p. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- q. We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.
- r. We have charged costs to federal awards in accordance with applicable cost principles.
- s. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- t. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- u. The reporting package does not contain personally identifiable information.
- v. We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
- w. We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor's role in the preparation of this information.
- x. We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditors' role in the preparation of the adjustments. (This representation is required by footnote 28 to paragraph 3.18 of *Government Auditing Standards* when the auditor has a role in converting cash-basis financial statements to accrual-based financial statements.)
- y. We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.



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In addition:

- z. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements
- aa. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.
- bb. We are responsible for and have accurately completed the appropriate sections of the Data Collection Form and we are responsible for taking corrective action on audit findings of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

DocuSigned by:



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Beccy Yocham, City Manager

DocuSigned by:



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Nate Blum, CFO

Client: **24331.0000 - City of Lenexa**  
 Engagement: **2022 AUD - City of Lenexa**  
 Period Ending: **12/31/2022**  
 Trial Balance: **Government Fund Trial Balance**  
 Workpaper: **3030 - Adjusting Journal Entries**  
 Fund Level: **All**  
 Index: **All**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries</b>				
<b>Adjusting Journal Entries JE # 1</b>				
CJE #1 - To record bond premium entry PBC				
81.39000	'SW Cap Proj Fund Balance		333,658.00	
81.22072	'SW Cap Proj Bond Premium Pyble			333,658.00
<b>Total</b>			<b>333,658.00</b>	<b>333,658.00</b>
<b>Adjusting Journal Entries JE # 2</b>				
CJE - GASB Beginning Balance				
GASB.01	Beginning Balance of Capital Assets		514,490,909.00	
GASB.04	Beginning Balance of Deferred Rev		23,109,409.00	
GASB.60	Beginning Balance - Net Pension Liability Lenexa Pension		4,237,217.00	
GASB.61	Beginning Balance - Deferred Outflows - KPERS		3,485,200.00	
GASB.63	Beginning Balance - Deferred Outflows - KP&F		6,823,158.00	
GASB.65	Beginning Balance - Deferred Outflows - Lenexa Pension		747,144.00	
GASB.68.1	Beginning Balance - Deferred Outflows - OPEB		1,608,127.00	
GASB.72.1	Beginning Balance - Deferred Outflows - KPERS OPEB		79,480.00	
GASB.00	Governmental Activities Net Position			342,301,393.00
GASB.06	Beginning Balance of Comp Absences			3,106,171.00
GASB.08	Beginning Balance of OPEB Liability			7,152,788.00
GASB.10	Beginning Balance of UnAmrtized Premium			10,170,142.00
GASB.20	Beginning Balance of Accrued Interest			4,436,812.00
GASB.22	Beginning Balance of Deferred Amount on Refunding			511,348.00
GASB.25	Beginning Balance of TIF Bonds			5,627,305.00
GASB.28	Beginning Balance of GO Bonds			131,670,000.00
GASB.58	Beginning Balance - Net Pension Liability - KPERS			9,827,182.00
GASB.59	Beginning Balance - Net Pension Liability - KP&F			23,441,597.00
GASB.62	Beginning Balance - Deferred Inflows - KPERS			3,805,853.00
GASB.64	Beginning Balance - Deferred Inflows - KP&F			6,595,166.00
GASB.66	Beginning Balance - Deferred Inflows - Lenexa Pension Plan			3,371,189.00
GASB.68.3	Beginning Balance - Deferred Inflows - OPEB			1,894,897.00
GASB.70.1	Beginning Balance - KPERS OPEB Liability			467,388.00
GASB.71.1	Beginning Balance - Deferred Inflows - KPERS OPEB			201,413.00
GASB.12	Beginning Balance of UnAmrtized Discount			
GASB.16	Beginning Balance of GO Temp Notes			
<b>Total</b>			<b>554,580,644.00</b>	<b>554,580,644.00</b>
<b>Adjusting Journal Entries JE # 3</b>				
CJE #3 GASB Entry to record CY change in compensated absences				
GASB.07.1	CY Change in Comp Absences - Gen Gov Expense		2,059,062.00	
GASB.07	CY Change in Comp Absences			2,059,062.00
<b>Total</b>			<b>2,059,062.00</b>	<b>2,059,062.00</b>
<b>Adjusting Journal Entries JE # 4</b>				
CJE 4 - GASB 68 City Pension Plan				
GASB.55	Pension Expense - Lenexa Pension - Governmental		653,239.00	
GASB.56	Deferred Outflows - Lenexa Pension - Governmental		2,934,355.00	
GASB.57	Deferred Inflows - Lenexa Pension - Governmental		2,505,423.00	
GASB.54	Net Pension Liability - Lenexa Pension - Governmental			6,093,017.00
<b>Total</b>			<b>6,093,017.00</b>	<b>6,093,017.00</b>
<b>Adjusting Journal Entries JE # 8</b>				
CJE - GASB - Record GASB entry for the change in accrued interest				
GASB.21.1	CY Change in Accrued Interest - Inc Stmt Account		230,993.00	
GASB.21	CY Change in Accrued Interest			230,993.00
<b>Total</b>			<b>230,993.00</b>	<b>230,993.00</b>
<b>Adjusting Journal Entries JE # 9</b>				
CJE - GASB Entry #9 - to record CY change in LTD				
GASB.11	CY Amortization of Premiums		1,047,087.00	
GASB.24	Amortization of Deferred Amount on Refunding		97,497.00	
GASB.27	Principal Payments of TIF Bonds		159,074.00	
GASB.29.1	Proceeds from New GO Bonds		5,072,521.00	
GASB.30	Principal Payments of GO Bonds		12,095,000.00	
GASB.11.1	CY Amortization of Premiums - Inc Stmt Account			1,047,087.00
GASB.24.1	Amortization of Deferred Amount on Refunding - Inc Stmt Account			97,497.00
GASB.27.1	Principal Retirement of TIF Bonds			159,074.00
GASB.29	New Issuances of GO Bonds			4,700,000.00
GASB.30.1	Principal Retirement of GO Bonds			12,095,000.00
GASB.31	New Premium on GO Bond Issuances			372,521.00
GASB.13	CY Amortization of Discount			
GASB.13.1	CY Amortization of Discount - Inc Stmt Account			

GASB.17	New Issuances of GO Temp Notes		
GASB.17.1	Proceeds from Temp Notes		
GASB.18	Principal Payments of GO Temp Notes		
GASB.18.1	Principal Retirement of Temp Notes		
<b>Total</b>		<u><u>18,471,179.00</u></u>	<u><u>18,471,179.00</u></u>
<b>Adjusting Journal Entries JE # 10</b>			
CJE - 2 to record KPERS activity in 2022		<b>5234</b>	
GASB.38	Deferred Outflows - KPERS	2,336,353.00	
GASB.40	Deferred Inflows - KPERS	3,607,211.00	
GASB.42	KPERS Pension Expense - General Government	200,675.00	
GASB.43	KPERS Pension Expense - Public Safety	466,592.00	
GASB.44	KPERS Pension Expense - Public Works	72,334.00	
GASB.45	KPERS Pension Expense - Parks	85,202.00	
GASB.39	Net Pension Liability - KPERS		6,768,367.00
<b>Total</b>		<u><u>6,768,367.00</u></u>	<u><u>6,768,367.00</u></u>
<b>Adjusting Journal Entries JE # 11</b>			
CJE - 3 to record KPF activity in 2022		<b>5234</b>	
GASB.46	Deferred Outflows - KP&F	3,639,684.00	
GASB.48	Deferred Inflows - KP&F	6,387,765.00	
GASB.49	KP&F Pension Expense - Public Safety	1,985,311.00	
GASB.47	Net Pension Liability - KP&F		12,012,760.00
<b>Total</b>		<u><u>12,012,760.00</u></u>	<u><u>12,012,760.00</u></u>
<b>Adjusting Journal Entries JE # 13</b>			
CJE to record CY activity on Capital Assets		<b>1203</b>	
GASB.02	CY Capital Outlay	27,339,607.00	
GASB.03.1	CY Depreciation - Gen Gov Expense	564,468.00	
GASB.03.2	CY Depreciation - Public Safety Expense	1,593,306.00	
GASB.03.3	CY Depreciation - Municipal Services Expense	16,371,575.00	
GASB.03.4	CY Depreciation - Parks Expense	914,825.00	
GASB.35	CY Capital Contributions	2,283,882.00	
GASB.36.2	CY Book Value of Disposals - Public Safety Expense	15,538.00	
GASB.36.3	CY Book Value of Disposals - Municipal Service Expense	4,260.00	
GASB.02.1	CY Capital Outlay - Gen Gov Expense		540,557.00
GASB.02.2	CY Capital Outlay - Public Safety Expense		164,097.00
GASB.02.3	CY Capital Outlay - Municipal Services Expense		11,622,333.00
GASB.02.3	CY Capital Outlay - Municipal Services Expense		14,930,198.00
GASB.02.4	CY Capital Outlay - Parks Expense		82,422.00
GASB.03	CY Depreciation		19,444,174.00
GASB.35.3	CY Capital Contributions - Inc Stmt Account		2,283,882.00
GASB.36	CY Book Value of Disposals		19,798.00
<b>Total</b>		<u><u>49,087,461.00</u></u>	<u><u>49,087,461.00</u></u>
<b>Adjusting Journal Entries JE # 14</b>			
CJE - To move Tower Lease to proper fund and record YE entries		<b>5604</b>	
01.13020	'General Fd Int Rec	21.00	
01.13060	'Receivable - Leases	92,014.00	
01.25085	'Deferred Inflow - Leases	30,671.00	
01.47500.2.35	PD Towers Gen Fd Tower Lease	29,943.00	
01.13060	'Receivable - Leases		29,663.00
01.25085	'Deferred Inflow - Leases		92,014.00
01.47120.0.00	General Fd Inv earnings		280.00
01.47120.0.00	General Fd Inv earnings		21.00
01.47500.2.35	PD Towers Gen Fd Tower Lease		30,671.00
<b>Total</b>		<u><u>152,649.00</u></u>	<u><u>152,649.00</u></u>
<b>Adjusting Journal Entries JE # 15</b>			
CJE - To correct special assessment balance		<b>4211</b>	
81.41130.0.00	Property Tax - SA Current	356,813.00	
81.20042	'SW Cap Proj Def Rev-Spec Assmt		356,813.00
<b>Total</b>		<u><u>356,813.00</u></u>	<u><u>356,813.00</u></u>
<b>Adjusting Journal Entries JE # 16</b>			
CJE: To record OPEB liability for governmental accounts		<b>5251.1</b>	
GASB.09	CY Change in OPEB Liability	837,510.00	
GASB.09.1	CY Change in OPEB - Gen Gov Expense	588,831.00	
GASB.68	CY Change in Deferred Outflows - OPEB		40,873.00
GASB.68.2	CY Change in Deferred Inflows - OPEB		1,385,468.00
<b>Total</b>		<u><u>1,426,341.00</u></u>	<u><u>1,426,341.00</u></u>
<b>Adjusting Journal Entries JE # 17</b>			
CJE: To record KPERS OPEB inflows/outflows and liability		<b>5252.1</b>	
GASB.09.1	CY Change in OPEB - Gen Gov Expense	24,139.00	
GASB.72	CY Change in Deferred Outflows - KPERS OPEB	94,498.00	
GASB.70	CY Change in KPERS OPEB Liability		25,507.00
GASB.71	CY Change in Deferred Inflows - KPERS OPEB		93,130.00
<b>Total</b>		<u><u>118,637.00</u></u>	<u><u>118,637.00</u></u>
<b>Adjusting Journal Entries JE # 18</b>			
To adjust mark to market adjustment		<b>4000 &amp; 4101</b>	

01.13020	'General Fd Int Rec	71,481.00	
01.13020	'General Fd Int Rec	109,385.00	
01.47130.0.00	Invest Earn M2M	923,773.00	
01.47130.0.00	Invest Earn M2M	1,413,628.00	
05.10000	'Debt Serv Pooled Cash	9,013.00	
05.47130.0.00	Debt Serv Invest Earn M2M	116,476.00	
10.13020	'CIF Int Rec	59,546.00	
10.47130.0.00	CIF Invest Earn M2M	769,534.00	
40.13020	'PRIF Zone 1 Int Rec	2,347.00	
40.47130.0.00	PRIF Zone 1 Invest Earn M2M	30,334.00	
41.13020	'PRIF Zone 2 Int Rec	2,012.00	
41.47130.0.00	PRIF Zone 2 Invest Earn M2M	25,997.00	
42.13020	'PRIF Zone 3 Int Rec	1,560.00	
42.47130.0.00	PRIF Zone 3 Invest Earn M2M	20,163.00	
43.13020	'Street Tree 1 Int Rec	193.00	
43.47130.0.00	Street Tree 1 Invest Earn M2M	2,492.00	
44.13020	'Street Tree 2 Int Rec	495.00	
44.47130.0.00	Street Tree 2 Invest Earn M2M	6,401.00	
45.13020	'Street Tree 3 Int Rec	417.00	
45.47130.0.00	Street Tree 3 Invest Earn M2M	5,390.00	
46.13020	'TIP Zone 1 Int Rec	2,345.00	
46.47130.0.00	TIP Zone 1 Invest Earn M2M	30,308.00	
47.13020	'TIP Zone 2 Int Rec	1,155.00	
47.47130.0.00	TIP Zone 2 Invest Earn M2M	14,925.00	
48.13020	'TIP Zone 3 Int Rec	1,447.00	
48.47130.0.00	TIP Zone 3 Invest Earn M2M	18,705.00	
72.13020	'Fac Cap Int Rec	62,109.00	
72.13020	'Fac Cap Int Rec	9,375.00	
72.47130.0.00	Fac Cap Invest Earn M2M	802,665.00	
72.47130.0.00	Fac Cap Invest Earn M2M	121,155.00	
73.13020	'FMF Int Rec	6,726.00	
73.47130.0.00	FMF Invest Earn M2M	86,918.00	
75.13020	'ERF Int Rec	5,958.00	
75.47130.0.00	ERF Invest Earn M2M	76,998.00	
80.13020	'SW Oper Int Rec	5,791.00	
80.47130.0.00	SW Oper Invest Earn M2M	74,843.00	
81.13020	'SW Cap Proj Int Rec	789.00	
81.47130.0.00	SW Cap Proj Invest Earn M2M	10,196.00	
82.13020	'Rec Cntr Interest Receivable	5,434.00	
82.47130.0.00	Invest Earn M2M	70,227.00	
85.13020	'Health Plan Int Rec	6,676.00	
85.47130.0.00	Health Plan Invest Earn M2M	86,275.00	
86.13020	'Risk Mgmt Int Rec	2,543.00	
86.47130.0.00	Risk Mgmt Invest Earn M2M	32,858.00	
87.13020	'Workers Comp Int Rec	1,433.00	
87.47130.0.00	Workers Comp Invest Earn M2M	18,519.00	
99.18001	'Pooled Cash General	2,518,266.00	
99.18005	'Pooled Cash Debt Service	125,488.00	
99.18010	'Pooled Cash CIF	829,080.00	
99.18040	'Pooled Cash PRIF 1	32,682.00	
99.18041	'Pooled Cash PRIF 2	28,009.00	
99.18042	'Pooled Cash PRIF 3	21,724.00	
99.18043	'Pooled Cash Street Tree 1	2,685.00	
99.18044	'Pooled Cash Street Tree 2	6,896.00	
99.18045	'Pooled Cash Street Tree 3	5,807.00	
99.18046	'Pooled Cash TIP 1	32,653.00	
99.18047	'Pooled Cash TIP 2	16,079.00	
99.18048	'Pooled Cash TIP 3	20,153.00	
99.18072	'Pooled Cash Facilities	995,304.00	
99.18073	'Pooled Cash FMF	93,644.00	
99.18075	'Pooled Cash ERF	82,956.00	
99.18080	'Pooled Cash SW Operating	80,634.00	
99.18081	'Pooled Cash SW Capital	10,985.00	
99.18082	'Pooled Cash Civic Center	75,661.00	
99.18085	'Pooled Cash Health Plan	92,951.00	
99.18086	'Pooled Cash Risk Mgmt	35,401.00	
99.18087	'Pooled Cash Workers Comp	19,952.00	
01.10000	'General Fd Pooled Cash		2,518,266.00
05.10000	'Debt Serv Pooled Cash		125,488.00
10.10000	'CIF Pooled Cash		829,080.00
40.10000	'PRIF Zone 1 Pooled Cash		32,682.00
41.10000	'PRIF Zone 2 Pooled Cash		28,009.00
42.10000	'PRIF Zone 3 Pooled Cash		21,724.00
43.10000	'Street Tree 1 Pooled Cash		2,685.00
44.10000	'Street Tree 2 Pooled Cash		6,896.00
45.10000	'Street Tree 3 Pooled Cash		5,807.00
46.10000	'TIP Zone 1 Pooled Cash		32,653.00
47.10000	'TIP Zone 2 Pooled Cash		16,079.00
48.10000	'TIP Zone 3 Pooled Cash		20,153.00
72.10000	'Fac Cap Pooled Cash		995,304.00
73.10000	'FMF Pooled Cash		93,644.00
75.10000	'ERF Pooled Cash		82,956.00
80.10000	'SW Oper Pooled Cash		80,634.00

81.10000	'SW Cap Proj Pooled Cash		10,985.00
82.10000	'Rec Cntr Pooled Cash		75,661.00
85.10000	'Health Plan Pooled Cash		92,951.00
86.10000	'Risk Mgmt Pooled Cash		35,401.00
87.10000	'Workers Comp Pooled Cash		19,952.00
99.10000	'Pooled Cash		5,127,010.00
<b>Total</b>		<b>10,254,020.00</b>	<b>10,254,020.00</b>

**Adjusting Journal Entries JE # 19**

5602

CJE - To reverse Thompson Barn lease entry			
01.13060	'Receivable - Leases	20,091.00	
01.25085	'Deferred Inflow - Leases	41,856.00	
01.47600.0.00	General Fd Rents & Royalties	20,091.00	
01.13060	'Receivable - Leases		41,856.00
01.25085	'Deferred Inflow - Leases		20,091.00
01.47600.0.00	General Fd Rents & Royalties		20,091.00
<b>Total</b>		<b>82,038.00</b>	<b>82,038.00</b>

**Adjusting Journal Entries JE # 20**

4000 & 4101

To reverse initial incorrect mark to market JE posted by the City			
01.10000	'General Fd Pooled Cash	1,326,329.00	
05.10000	'Debt Serv Pooled Cash	66,093.00	
10.10000	'CIF Pooled Cash	436,663.00	
40.10000	'PRIF Zone 1 Pooled Cash	17,213.00	
41.10000	'PRIF Zone 2 Pooled Cash	14,752.00	
42.10000	'PRIF Zone 3 Pooled Cash	11,441.00	
43.10000	'Street Tree 1 Pooled Cash	1,414.00	
44.10000	'Street Tree 2 Pooled Cash	3,632.00	
45.10000	'Street Tree 3 Pooled Cash	3,059.00	
46.10000	'TIP Zone 1 Pooled Cash	17,198.00	
47.10000	'TIP Zone 2 Pooled Cash	8,469.00	
48.10000	'TIP Zone 3 Pooled Cash	10,614.00	
72.10000	'Fac Cap Pooled Cash	524,210.00	
73.10000	'FMF Pooled Cash	49,321.00	
75.10000	'ERF Pooled Cash	43,692.00	
80.10000	'SW Oper Pooled Cash	42,469.00	
81.10000	'SW Cap Proj Pooled Cash	5,786.00	
82.10000	'Rec Cntr Pooled Cash	39,850.00	
85.10000	'Health Plan Pooled Cash	48,956.00	
86.10000	'Risk Mgmt Pooled Cash	18,645.00	
87.10000	'Workers Comp Pooled Cash	10,508.00	
99.10000	'Pooled Cash	2,700,312.00	
01.13020	'General Fd Int Rec		71,481.00
01.13020	'General Fd Int Rec		109,385.00
01.47130.0.00	Invest Earn M2M		452,703.00
01.47130.0.00	Invest Earn M2M		692,760.00
05.13020	'Debt Serv Int Rec		9,013.00
05.47130.0.00	Debt Serv Invest Earn M2M		57,080.00
10.13020	'CIF Int Rec		59,546.00
10.47130.0.00	CIF Invest Earn M2M		377,117.00
40.13020	'PRIF Zone 1 Int Rec		2,347.00
40.47130.0.00	PRIF Zone 1 Invest Earn M2M		14,866.00
41.13020	'PRIF Zone 2 Int Rec		2,012.00
41.47130.0.00	PRIF Zone 2 Invest Earn M2M		12,740.00
42.13020	'PRIF Zone 3 Int Rec		1,560.00
42.47130.0.00	PRIF Zone 3 Invest Earn M2M		9,881.00
43.13020	'Street Tree 1 Int Rec		193.00
43.47130.0.00	Street Tree 1 Invest Earn M2M		1,221.00
44.13020	'Street Tree 2 Int Rec		495.00
44.47130.0.00	Street Tree 2 Invest Earn M2M		3,137.00
45.13020	'Street Tree 3 Int Rec		417.00
45.47130.0.00	Street Tree 3 Invest Earn M2M		2,641.00
46.13020	'TIP Zone 1 Int Rec		2,345.00
46.47130.0.00	TIP Zone 1 Invest Earn M2M		14,853.00
47.13020	'TIP Zone 2 Int Rec		1,155.00
47.47130.0.00	TIP Zone 2 Invest Earn M2M		7,314.00
48.13020	'TIP Zone 3 Int Rec		1,447.00
48.47130.0.00	TIP Zone 3 Invest Earn M2M		9,167.00
72.13020	'Fac Cap Int Rec		62,109.00
72.13020	'Fac Cap Int Rec		9,375.00
72.47130.0.00	Fac Cap Invest Earn M2M		393,353.00
72.47130.0.00	Fac Cap Invest Earn M2M		59,373.00
73.13020	'FMF Int Rec		6,726.00
73.47130.0.00	FMF Invest Earn M2M		42,595.00
75.13020	'ERF Int Rec		5,958.00
75.47130.0.00	ERF Invest Earn M2M		37,734.00
80.13020	'SW Oper Int Rec		5,791.00
80.47130.0.00	SW Oper Invest Earn M2M		36,678.00
81.13020	'SW Cap Proj Int Rec		789.00
81.47130.0.00	SW Cap Proj Invest Earn M2M		4,997.00
82.13020	'Rec Cntr Interest Receivable		5,434.00
82.47130.0.00	Invest Earn M2M		34,415.00

85.13020	'Health Plan Int Rec		6,676.00	
85.47130.0.00	Health Plan Invest Earn M2M		42,280.00	
86.13020	'Risk Mgmt Int Rec		2,543.00	
86.47130.0.00	Risk Mgmt Invest Earn M2M		16,102.00	
87.13020	'Workers Comp Int Rec		1,433.00	
87.47130.0.00	Workers Comp Invest Earn M2M		9,075.00	
99.18001	'Pooled Cash General		1,326,329.00	
99.18005	'Pooled Cash Debt Service		66,093.00	
99.18010	'Pooled Cash CIF		436,663.00	
99.18040	'Pooled Cash PRIF 1		17,213.00	
99.18041	'Pooled Cash PRIF 2		14,752.00	
99.18042	'Pooled Cash PRIF 3		11,441.00	
99.18043	'Pooled Cash Street Tree 1		1,414.00	
99.18044	'Pooled Cash Street Tree 2		3,632.00	
99.18045	'Pooled Cash Street Tree 3		3,059.00	
99.18046	'Pooled Cash TIP 1		17,198.00	
99.18047	'Pooled Cash TIP 2		8,469.00	
99.18048	'Pooled Cash TIP 3		10,614.00	
99.18072	'Pooled Cash Facilities		524,210.00	
99.18073	'Pooled Cash FMF		49,321.00	
99.18075	'Pooled Cash ERF		43,692.00	
99.18080	'Pooled Cash SW Operating		42,469.00	
99.18081	'Pooled Cash SW Capital		5,786.00	
99.18082	'Pooled Cash Civic Center		39,850.00	
99.18085	'Pooled Cash Health Plan		48,956.00	
99.18086	'Pooled Cash Risk Mgmt		18,645.00	
99.18087	'Pooled Cash Workers Comp		10,508.00	
<b>Total</b>			<b>5,400,626.00</b>	<b>5,400,626.00</b>
<b>Adjusting Journal Entries JE # 21</b>				
		<b>5605</b>		
CJE - To correct 79th & Cottonwood lease for rate				
01.13020	'General Fd Int Rec		399.00	
01.13060	'Receivable - Leases		4,591.00	
01.25085	'Deferred Inflow - Leases		25,575.00	
01.47500.2.35	PD Towers Gen Fd Tower Lease		2,842.00	
01.13060	'Receivable - Leases			25,575.00
01.25085	'Deferred Inflow - Leases			2,842.00
01.47120.0.00	General Fd Inv earnings			4,591.00
01.47120.0.00	General Fd Inv earnings			399.00
<b>Total</b>			<b>33,407.00</b>	<b>33,407.00</b>
<b>Adjusting Journal Entries JE # 22</b>				
		<b>5241.1</b>		
CJE to adjust City's pension plan deferred inflows and outflows to appropriate gross balances				
80.25081	'Deferred Inflow - Frozen Pens		25,607.00	
80.14091	'Deferred Outflow - Frozen Pens			25,607.00
<b>Total</b>			<b>25,607.00</b>	<b>25,607.00</b>
<b>Adjusting Journal Entries JE # 23</b>				
		<b>5102.2</b>		
CJE - To record 2022A Bond premium that was made late on 3/24 that was missed				
81.60152.3.40	SW GAAP Amort of Bond Prem		333,658.00	
81.22072	'SW Cap Proj Bond Premium Pyble			333,658.00
<b>Total</b>			<b>333,658.00</b>	<b>333,658.00</b>
<b>Adjusting Journal Entries JE # 24</b>				
		<b>3002.2</b>		
CJE to remove lease liability and RTU asset from governmental funds				
01.17020	'Assets - Accum. Amortization		10,639.00	
01.27010	'Lease Liability		42,622.00	
01.27020	'Accrued Lease Int Payable		68.00	
01.60310	PD Admin Lease Payment Principal		10,572.00	
75.17020	'Assets - Accum. Amortization		329,836.00	
75.27010	'Lease Liability		842,531.00	
75.27020	'Accrued Lease Int Payable		403.00	
75.60310	ERF Vehicles Lease Payment Principal		328,036.00	
01.17010	'Assets - Lease			53,193.00
01.52622.2.35	PD Admin Rents - Range			10,639.00
01.60320.2.35	PD Admin Lease Pymt Interest			69.00
75.17010	'Assets - Lease			1,170,567.00
75.49150	Lease Financing			176,955.00
75.52648.3.40	ERF MS Str Rents-Lease Vehicle			152,882.00
75.60320.3.40	ERF MS Str Lease Pymt Interest			402.00
<b>Total</b>			<b>1,564,707.00</b>	<b>1,564,707.00</b>
<b>Adjusting Journal Entries JE # 25</b>				
		<b>1202</b>		
CJE to record CY change in deferred revenue				
GASB.05	CY Change in Deferred Rev		3,622,434.00	
GASB.05.1	CY Change in Deferred Revenues - Property Taxes			3,622,434.00
<b>Total</b>			<b>3,622,434.00</b>	<b>3,622,434.00</b>
<b>Total Adjusting Journal Entries</b>			<b>673,008,078.00</b>	<b>673,008,078.00</b>
<b>Total All Journal Entries</b>			<b>673,008,078.00</b>	<b>673,008,078.00</b>

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**CITY OF LENEXA, KANSAS**  
*UNIFORM GUIDANCE*  
*SINGLE AUDIT REPORT*  
*DECEMBER 31, 2022*

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**Independent Auditors' Report On Internal  
Control Over Financial Reporting And On  
Compliance And Other Matters Based On An  
Audit Of Financial Statements Performed In  
Accordance With *Government Auditing Standards***

Honorable Mayor and Members  
of the City Council  
City of Lenexa, Kansas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Audit Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lenexa, Kansas as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City of Lenexa, Kansas' basic financial statements, and have issued our report thereon dated June 9, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City of Lenexa, Kansas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Lenexa, Kansas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Lenexa, Kansas' internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City of Lenexa, Kansas' financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention of those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section, and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance And Other Matters**

As part of obtaining reasonable assurance about whether the City of Lenexa, Kansas' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose Of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Lenexa, Kansas' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Lenexa, Kansas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*RubinBrown LLP*

June 9, 2023

**Independent Auditors' Report On Compliance  
For The Major Federal Program; Report On  
Internal Control Over Compliance; And Report  
On Schedule Of Expenditures Of Federal  
Awards Required By The Uniform Guidance**

Honorable Mayor and Members  
of the City Council  
City of Lenexa, Kansas

**Report On Compliance For The Major Federal Program**

***Opinion On The Major Federal Program***

We have audited City of Lenexa, Kansas' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on City of Lenexa, Kansas' major federal program for the year ended December 31, 2022. The City of Lenexa, Kansas' major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Lenexa, Kansas complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2022.

***Basis For Opinion On The Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Lenexa, Kansas and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of City of Lenexa, Kansas' compliance with the compliance requirements referred to above.

### ***Responsibilities Of Management For Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to City of Lenexa, Kansas' federal programs.

### ***Auditors' Responsibilities For The Audit Of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Lenexa, Kansas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Lenexa, Kansas' compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Lenexa, Kansas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Lenexa, Kansas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Lenexa, Kansas' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report On Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Honorable Mayor and Members  
of the City Council  
City of Lenexa, Kansas

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## **Report On Schedule Of Expenditures Of Federal Awards Required By The Uniform Guidance**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Lenexa, Kansas as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City of Lenexa, Kansas' basic financial statements. We issued our report thereon dated June 9, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

*RubinBrown LLP*

June 9, 2023

# CITY OF LENEXA, KANSAS

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For The Year Ended December 31, 2022

Federal Grantor/Pass-Through Grantor/ Program Or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through To Subrecipients	Total Federal Expenditures
<b>U.S. Department Of Justice</b>				
Direct:				
2021 Bulletproof Vest Partnership Grant	16.607	2021 - 4/01/21 -3/31/22	\$ —	\$ 2,072
2022 Bulletproof Vest Partnership Grant	16.607	Unknown	—	13,849
Subtotal AL 16.607			—	15,921
<b>U.S. Department Of Transportation</b>				
Passed Through Kansas Department of Transportation:				
Highway Safety Cluster:				
Special Traffic Enforcement Program (STEP) (407)	20.600	SP-1300-19/PT-1085-22 10/01/2021-09/30/2022	—	32,378
Special Traffic Enforcement Program (STEP) (407)	20.600	SP-1300-19/PT-1085-22 10/01/2022-09/30/2023	—	8,393
Subtotal ALN 20.600 - Highway Safety Cluster			—	40,771
Highway Planning and Construction Cluster:				
87th St Pkwy - Renner Blvd to Maurer Rd Improvement (60108) STP Funds	20.205	46 N-0699-01	—	2,483,494
87th St Pkwy - Renner Blvd to Maurer Rd Improvement (60108) (2021)	20.205	N-0699-01	—	163,611
Subtotal ALN 20.205 - Highway Planning and Construction Cluster			—	2,647,105
<b>Total U.S. Department Of Transportation</b>			—	2,687,876
<b>U.S. Fish And Wildlife Service</b>				
Passed Through State of Kansas:				
Fish and Wildlife Cluster:				
Federal Aid & Sport Fish Restoration 1/1/18-12/31/27	15.605	CFR 15.605	—	1,030
<b>U.S. Department Of The Treasury</b>				
Passed through Johnson County, Kansas				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grant (60045 Lichtenauer Dr)	14.218	2021-10 -1/1/2021 -12/31/2021	—	50,000
Community Development Block Grant (60046 Santa Fe Dr)	14.218	2021-11 -1/1/2021 - 12/31/2021	—	134,687
Subtotal ALN 14.218 - CDBG - Entitlement Grants Cluster			—	184,687
<b>Total Expenditures Of Federal Awards</b>			\$ —	\$ 2,889,514

# CITY OF LENEXA, KANSAS

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## NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

December 31, 2022

### 1. **Organization**

The accompanying schedule of expenditures of federal awards presents the activity of all federal award programs of the City of Lenexa, Kansas (the City) for the year ended December 31, 2022. All federal awards received directly from federal agencies, as well as federal awards passed through other governmental agencies, are included on the schedule.

### 2. **Basis Of Presentation**

The accompanying schedule of expenditures of federal awards is presented on the modified-accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

### 3. **Local Government Contributions**

Local cost sharing, as defined by 2 CFR Section 200.306 of the Uniform Guidance, is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

### 4. **Indirect Cost Rate**

The City has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



**CITY OF LENEXA, KANSAS**

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**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
December 31, 2022**

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**Section I - Summary Of Auditors' Results**

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**Financial Statements**

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?           \_\_\_  yes    x    no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)?           \_\_\_  yes    x    none reported

Noncompliance material to financial statements noted?   \_\_\_  yes    x    no

**Federal Awards**

Internal control over major federal programs:

- Material weakness(es) identified?           \_\_\_  yes    x    no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)?           \_\_\_  yes    x    none reported

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a) of the Uniform Guidance?

\_\_\_  yes    x    no

Identification of major programs:

**Assistance Listing**

Number	Name Of Federal Program Or Cluster
20.205	Highway Planning and Construction Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

  x    yes  \_\_\_  no

**CITY OF LENEXA, KANSAS**

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**SCHEDULE OF FINDINGS AND QUESTIONED COSTS *(Continued)***  
**December 31, 2022**

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**Section II - Financial Statement Findings**

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None

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**Section III - Financial Award Findings And Questioned Costs**

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None

**Master Sales Agreement****Date:** 06/01/2023**SELLER: CONVERGEONE, INC.**  
10900 Nesbitt Avenue S  
Bloomington, MN 55437**CUSTOMER: CITY OF LENEXA**  
17101 W 87TH ST PKWY, General Delivery  
LENEXA, KS, 66219

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby incorporated by reference as though fully contained herein.
2. This Agreement shall apply to sales of the following to Customer:
  - a) All hardware, third party software, and/or Seller software (collectively, "Products");
  - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
  - c) All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or
  - d) All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").

For purposes of this Agreement, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services."

3. Seller will provide the Products and Services to Customer summarized in the sales order documentation (collectively, a "Solution Summary"), which: (a) is signed by authorized representatives of each Party (except as set forth in Section 5 below); (b) reflects the price to be charged for such Products and/or Services; and (c) incorporates the following supporting documents, as applicable:
  - i) A "Statement of Work" or "Scope of Work" ("SOW") which describes the Services to be performed;
  - ii) A "Master Agreement Rider" which provides the line item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services;
  - iii) A "Maintenance Service Order Form" which provides the line item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or
  - iv) Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (collectively, each an "Order"). Any Products and/or Services not specifically itemized in the applicable Order are not provided.

4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Order must be in a writing that is signed by authorized representatives of both Parties to this Agreement.
5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no pre-printed, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.
6. This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination.

Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

7. In the event of a conflict between the terms and conditions in this Agreement and any Order, the order of precedence shall be as follows: (i) the applicable Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into the applicable Order), (ii) Attachment A to this Agreement, and (iii) the main body of this Agreement.

8. **PURCHASE PRICE:** Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products and/or Services set forth in each Solution Summary shall be paid as follows:

a) **For Products and Professional Services (excluding third party support services):**

i) **Payment:** The Price (as defined in Article I, Section 1 of Attachment A) is due thirty (30) days from the date such invoice is issued, and such invoices shall be issued as follows:

(1) **For Products:** One hundred percent (100%) of the Price attributable to the cost of such Product(s) shall be invoiced upon shipment of the applicable Product(s). However, in the event Seller ships Products for a particular Order in multiple shipments, the remaining balance attributable to the Products contained in each such shipment shall be invoiced separately and due accordingly.

(2) **For Professional Services (excluding third party support services):**

(i) Professional Services provided on a **time and materials** basis will be invoiced monthly as Professional Services are performed by Seller (following depletion of the down payment); or

(ii) Professional Services provided on a **fixed price** basis are due either:

(A) If specified in the applicable Order, monthly as Professional Services are performed by Seller (following depletion of the down payment, if any); or

(B) Otherwise, periodically based on mutually agreed upon milestones as set forth in the applicable Order (following depletion of the down payment, if applicable). Milestone invoices shall be issued upon the date the applicable milestone is accepted, or deemed accepted pursuant to this subsection, by Customer. Seller will provide Customer with a written acceptance acknowledgement form upon the substantial completion of the Professional Services associated with each milestone. Within ten (10) days of Customer's receipt of such form, Customer may either sign such form confirming Customer's acceptance of such milestone or provide Seller written notice disputing such milestone completion. If Customer provides written notice of a dispute, such milestone shall be deemed accepted by Customer immediately once such defects are remedied by Seller. If Customer fails to sign the applicable form or provide Seller written notice of a dispute, then the applicable milestone shall be deemed accepted by Customer upon the expiration of such ten (10) day period.

b) **For Third Party Support Services:** One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced and due prior to commencement of the third party support services.

c) **For Managed Services:** Customer will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

d) **For Maintenance Services:** Customer will be invoiced for Maintenance Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

9. **FINANCING OPTION:** If Customer elects to lease the pertinent Products and/or Services, Customer:

a) Shall inform Seller of such election no later than the time that the applicable Solution Summary is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Solution Summary; and

b) May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: CONVERGEONE, INC.

CUSTOMER: CITY OF LENEXA

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A – TERMS AND CONDITIONS

### ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. **PRICE; PAYMENT; TAXES.** Customer agrees to pay the price of each of the Products and/or Services described on an Order, together with freight, taxes, and any other itemized charges, fees, and costs (the “Price”). The currency to be used for payment of the Price is the United States Dollar. Except for material breach by Seller, termination of this Agreement shall not affect Customer’s obligation to pay the Price. If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. To the extent permitted by law, Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller by Customer, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys’ fees). Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.

2. **REMEDIES UPON DEFAULT.** In the event that either Party fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then the other Party, at its option, may do any or all of the following: (i) upon notice to the other Party, terminate this Agreement and/or any Order related to this Agreement; (ii) regardless of whether this Agreement and/or any Order related to this Agreement is terminated, suspend further performance under this Agreement and/or any Order related to this Agreement; and (iii) retain, as an offset to Customer’s liability for such default, all or a portion of the progress payments (if any) previously paid by Customer or, in the event of default by Seller, return to Customer all or a portion of the progress payments (if any) paid by Customer. Each Party shall in any event remain fully liable for damages resulting from such Party’s breach (including, but not limited to, all costs and expenses incurred by the other Party on account of such breach, including costs of arbitration and reasonable attorneys’ fees). The rights afforded to each Party hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. **INDEPENDENT CONTRACTOR.** Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. It is further expressly understood that Customer is in no way considered the legal representative of Seller for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

4. **CUSTOMER COOPERATION.** Customer shall cooperate fully with Seller to facilitate performance of Seller’s obligations hereunder, including the rendition of Services and/or the installation of Products. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller’s performance of Services. Cooperation shall include the following:

(a) Customer shall designate a coordinator at Customer’s site with the knowledge and authority to make decisions with respect to all of Customer’s operations in order for Seller to meet its obligations hereunder;

(b) Customer shall make available such data as is necessary to adequately test the Products and/or Services;

(c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;

(d) Customer shall provide full, free, and safe access to Customer’s facilities to allow Seller to meet its obligations hereunder;

(e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer’s systems when necessary in connection with the performance of Services;

(f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and

(g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.

(h) Customer expressly acknowledges that with respect to Seller’s performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller’s access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller’s access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. “Personal Data” is personal data of any employee, customer, or other individual.

(i) In order to mitigate any potential delays in the provision of Products and/or Services under any Order, Customer shall promptly perform all of its obligations set forth in this Agreement and the applicable Order(s).

5. **FORCE MAJEURE.** Neither Party shall be liable for any loss, failure, or delay in performing its respective obligations under the Agreement resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of the Parties. Any Party asserting Force Majeure as a defense or excuse shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

6. **ARBITRATION.** The Parties agree that disputes relative to the Work shall first be addressed by negotiations between the Parties. Except for any matters related to the collection of outstanding amounts due from Customer to Seller hereunder, if direct negotiations fail to resolve the dispute, the Parties agree to submit any further disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial

Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement.

**7. LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. NON-SOLICITATION OF EMPLOYMENT.**

Customer will not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Order, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer).

**9. AFFILIATE RIGHTS.**

**ConvergeOne.** The Parties agree that any ConvergeOne Affiliate may sell Products and/or Services to Customer under the terms and provisions of this Agreement; provided, however, that only the ConvergeOne Affiliate that is the party to such sale is liable to Customer for the sale of such Products and/or Services. By signing a given Order for any such sale, the applicable ConvergeOne Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such ConvergeOne Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "ConvergeOne Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common control with) Seller.

**10. MISCELLANEOUS.**

(a) **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, (i) Seller may, without notice, assign the Agreement, in whole or in part, or any of its rights hereunder to an affiliate or entity which acquires all or substantially all of Seller's assets (with an "affiliate" for purposes of this section meaning (a) any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of Seller ("Parent") or (b) any corporation or other entity in which a majority of the ownership interest is held either directly or indirectly by Parent or Seller); and (ii) Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.

(c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and delivered to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate and shall be: (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by first class mail, properly addressed and with the correct postage.

(d) **Acknowledgment and Authority.** By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) **Secrecy and Confidentiality.** Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this

Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonable assistance, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.

(f) **Intellectual Property Rights.** Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Articles II-IV of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Customer's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.

(g) **No Resale.** In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.

(h) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(i) **Severability.** In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(j) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(k) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Kansas, without regard to its choice or conflicts of law principles.

(l) **Counterparts and Electronic Signature.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one (1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

## **ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES**

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer either (i) upon the date of delivery of the hardware if such Products are installed by Customer; or (ii) upon the date of installation if such Products are installed by Seller. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** To the extent permitted by Kansas law, Seller reserves a purchase money security interest in and to the Products sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest, provided Seller complies with all requirements regarding notice, recording, and time of filing.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.** Seller represents and warrants that, immediately prior to the sale of Products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) **Indirect OEM Warranty.** If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.



### 3) Seller Warranty for Refurbished Products.

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.

ii) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for ninety (90) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF FOR SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) applicable to the Products provided hereunder. Such software licenses may be found on the Internet at <http://convergeone.com/support/end-user-license-agreements-and-product-warranties/>. Seller Software licenses, as identified in the pertinent Solution Summary, may be found in the Statement of Work corresponding to such Solution Summary.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF PRODUCTS.

### 5. TERMINATION RIGHTS FOR PRODUCTS AND PROFESSIONAL SERVICES.

(a) **PRODUCT RETURNS:** All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

#### (b) PROFESSIONAL SERVICES.

1) Time and Material: For Professional Services provided on a time and material basis, Customer agrees to pay for time and material Professional Services rendered up to and through the effective date of cancellation.

2) Fixed Price: For Professional Services provided on a fixed price basis, unless otherwise set forth in the applicable Order, fixed price Professional Services may not be cancelled.

## ARTICLE III – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES

### 1. DEFINED TERMS OF ARTICLE III.

(a) "EULA" is an acronym used to refer to an End User License Agreement.

(b) "Managed Products" are all hardware and/or software identified on a Master Agreement Rider or Solution Quote for which the Managed Services are to be provided.

(c) "Managed Sites" are the locations specified on each applicable Master Agreement Rider or Solution Quote.

### 2. PROVISION AND SCOPE OF MANAGED SERVICES.

(a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in each pertinent Solution Summary that references the Agreement. The Price set forth on such Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period.

(b) **Monitoring.** Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable

charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in each applicable Solution Summary. Nothing in this provision alters the Parties' respective privacy, secrecy, and confidentiality obligations as outlined in Article I, Section 10(e) of this Agreement.

(c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

### 3. CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.

(a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.

(b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.

(c) **Identification Tags.** Customer will not remove any identification tags or other markings from any Managed Product.

4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

### 6. TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.

(a) **Managed Services Term.** Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) **Termination Rights of Managed Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, or in the applicable Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) **For Cause.** Either Party may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

### 7. MANAGED SERVICES WARRANTIES; DISCLAIMERS.

(a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE IV – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES

### 1. DEFINED TERMS OF ARTICLE IV.

(a) "Added Products" are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.

(b) "End of Support" occurs when the manufacturer declares a Supported Product "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation.

(c) "Extended Support" is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.

(d) "Host" is a third party service provider.

(e) "Maintained Products" means collectively, the Supported Products and the Supported Systems

- (f) "New Software" includes patches, Updates, or feature upgrades for Supported Products.
- (g) "Supported Products" are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.
- (h) "Supported Sites" are the locations specified on a Maintenance Services Order Form or Statement of Work.
- (i) "Supported Systems" are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.
- (j) "Replacement Hardware" is hardware that Seller provides as part of the Maintenance Services.
- (k) "Vendor Management" are certain functions Seller performs to instruct third party vendors, or request products or services on Customer's behalf from third party vendors, under Customer's supply contracts with such third party vendors.

## 2. PROVISION AND SCOPE OF MAINTENANCE SERVICES.

(a) **Order Form and Provision of Maintenance Services.** Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the applicable Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

(b) **Title and Risk of Loss of Supported Products.** Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a "Loss"), provided such destruction or damage was not caused by Seller, and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.

(c) **Monitoring.** Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work. Nothing in this provision alters the Parties' respective privacy, secrecy, and confidentiality obligations as outlined in Article I, Section 10(e) of this Agreement.

(d) **Error Correction.** Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.

(e) **Help Line Support.** Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.

(f) **Updates.** Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.

(g) **End of Support.** The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.

(h) **Replacement Hardware.** Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer's receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.

(i) **Added Products.** If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term (as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(j) **General Limitations.** Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software. The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered,

defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

### **3. CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.**

(a) **Provision of Supported Products and Supported Systems.** Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

(b) **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.

(c) **Identification of Maintained Products.** Customer will not remove any identification tags or other markings from any Maintained Product.

(d) **Vendor Management Authorization.** Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.

(e) **Third Party Hosting.** For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.

**4. SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

### **5. TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.**

(a) **Maintenance Services Term.** Unless a different term is specified on the applicable Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term, Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") at the Price set forth in such Solution Summary for each respective Supported Product, unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Customer or Seller provides the other with written notice of its intent not to renew.

(b) **Termination Rights of Maintenance Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.

2) **For Cause.** Either Party may terminate the applicable Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party.

### **6. MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.**

(a) **Maintenance Services Warranty.** Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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S	/	OO/O
T		County
R		State

### ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** (“Agreement”) is made and entered into effective as of the 25<sup>th</sup> day of April, 2023, by and between City of Lenexa, “**GRANTEE**” and, Evergy Kansas Central, Inc., a Kansas corporation, whose mailing address is 818 Kansas Ave., Topeka, KS 66612, “**GRANTOR**” or “Evergy”.

After recording mail to: **Evergy**  
**Real Estate Department**  
**818 Kansas Ave., Topeka, Kansas 66612**

**WITNESSETH:**

**WHEREAS**, Grantor holds an Easement Conveyance over lands situated in Johnson County, KANSAS, described as follows:

The intersection commonly known as Lone Elm Road and Prairie Star Parkway, Olathe Kansas that is located in the NW corner of Section 2, Township 13S, Range 23E. Said intersection is located to the SW of Lot 353 Falcon Ridge Twelfth Plat. The Easement area includes a section running north along Lone Elm for approximately 280 ft.

(the “Easement Area”); and

**WHEREAS**, Grantee has requested Grantor’s permission to encroach on and within certain portions of the Easement Area (the “Encroachments”) in accordance with the drawings attached hereto as **Exhibit A** and incorporated herein (the “Improvement Drawings”); and

**WHEREAS**, Grantor has consented to Grantee’s request, subject to the terms and conditions described in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit A**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings. This does not include ordinary repairs and maintenance to Encroachment so long as Grantee complies with requirements herein.
2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area. This does not include ordinary repairs and maintenance to Encroachment so long as Grantee complies with requirements herein.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.
7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area ; provided, however, the Grantee is tax-exempt and shall not be responsible for, nor indemnify for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages

resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance. Grantor agrees to take reasonable care not to cause damage to Encroachment, except in case of emergency situations.

10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. To the fullest extent permitted by applicable law and subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.
11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Grantor shall provide Grantee with prior written notice of Grantor's need to modify its lines to provide Grantee with reasonable time to relocate or otherwise modify its facilities. To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, after said written notice and reasonable time to relocate, should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for reasonable expenses, including reasonable attorneys' fees, actually incurred by Grantor in such work arising out of and related to the Encroachment. Grantor agrees to take reasonable care not to cause damage to Encroachment, except in the case of emergency situations, in which case Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents, independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.
14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

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Exhibit A

**Prairie Star Pkwy & Lone Elm Rd Improvement Drawings:**

**Street Lighting Plan, Sheet No. 11**

**Traffic Signal Plan, Sheet No. 12**

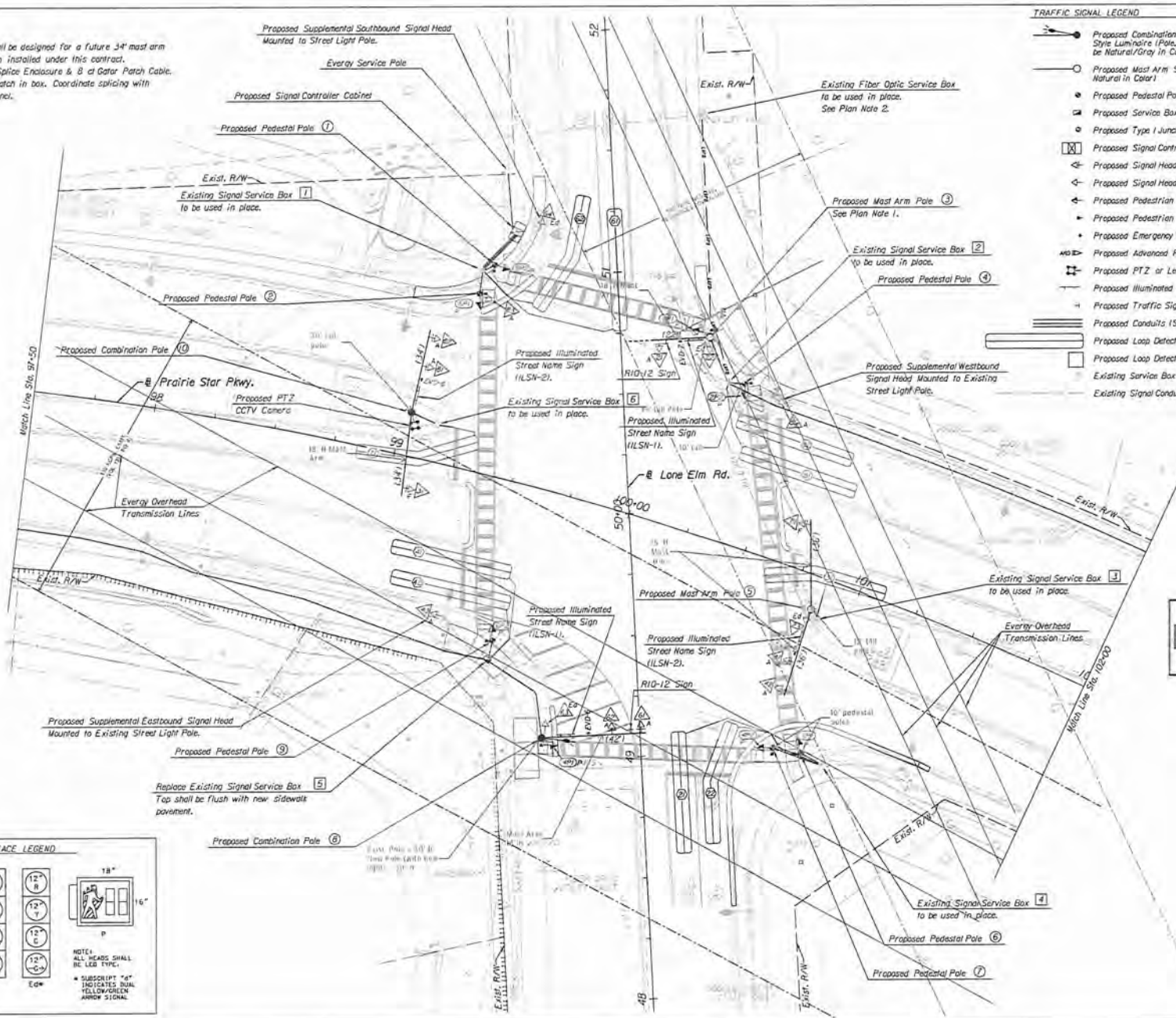
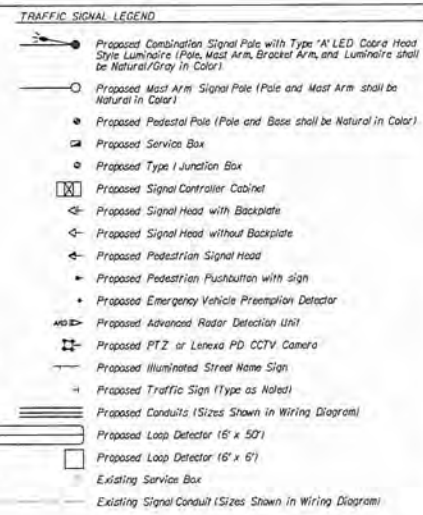
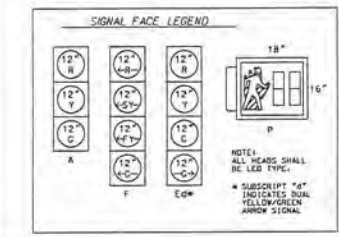
**Concrete Footing Pad Power Service, Sheet No. D-802, Dated 04/21**

**Pole Signal Head push Button, Sheet No. D-806, Dated 04/21**



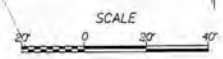
**PLAN NOTES**

- This signal pole shall be designed for a future 34' mast arm with a 22' mast arm installed under this contract.
- Install Fiber Optic Splice Enclosure & 8' of Gator Patch Cable (C)100' of Gator Patch in box. Coordinate splicing with City Traffic Personnel.



**Exhibit A**  
 TMV  
 08/31/2022

Sheet 2 of 4



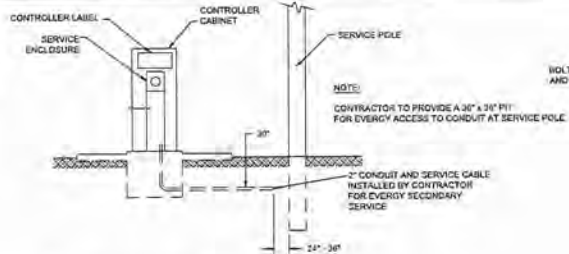
08/19/22  
 Project: Prairie Star Pkwy & Lone Elm Rd Traffic Signal Plan  
 Station: 10+00 to 10+50  
 Revision: 1  
 Date: 08/19/22  
 Author: [Name]  
 Checker: [Name]

SHEET TOTAL  
 12 13  
 HNTB  
 Lenexa  
 PRAIRIE STAR PKWY & LONE ELM RD  
 TRAFFIC SIGNAL PLAN

# Exhibit A TMV

08/31/2022

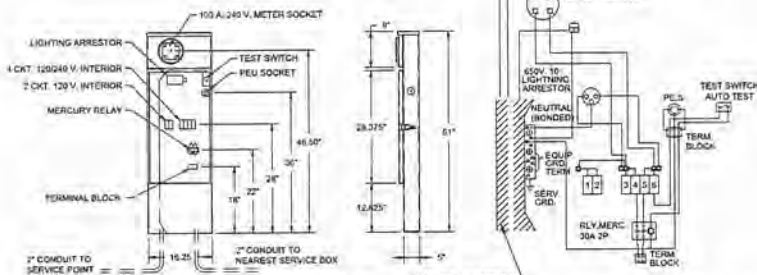
Sheet 3 of 4



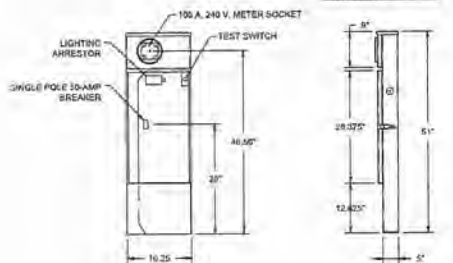
### SECONDARY POWER SERVICE NOTES:

1. THE CONTRACTOR SHALL INSTALL 2" PVC CONDUIT AND SERVICE CABLE FOR POWER.
2. THE CONTRACTOR SHALL INSTALL A MINIMUM 1" DIAMETER WATERTIGHT CONDUIT ENTRANCE BETWEEN THE BREAKER BOX PORTION OF THE SECONDARY SERVICE ENCLOSURE AND THE TRAFFIC SIGNAL CONTROLLER CABINET.
3. THE CONTRACTOR SHALL INSTALL 16-20 USE SECONDARY SERVICE WIRE TO CONNECT THE BREAKER(S) AND TRAFFIC SIGNAL CABINET.

### SECONDARY POWER SERVICE DETAIL



### SERVICE ENCLOSURE WITH PHOTOCELL



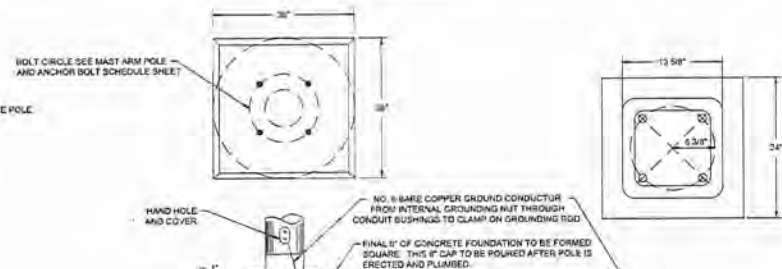
### SERVICE ENCLOSURE WITHOUT PHOTOCELL

#### SERVICE ENCLOSURE NOTES:

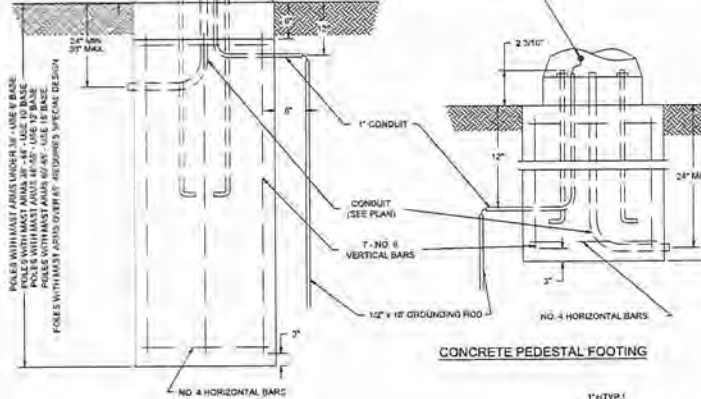
1. THE SERVICE ENCLOSURE SHALL BE AN METS-VLM1TS OR METS-VLM1TS OR APPROVED EQUAL.
2. A WATERTIGHT SEAL SHALL BE PROVIDED BETWEEN THE SERVICE ENCLOSURE AND THE CONCRETE PAD.
3. WHEN STREET LIGHTS MOUNTED TO SIGNAL POLES OR STREET LIGHTS ON LIGHT POLES ARE POWERED THROUGH THE SIGNAL CONTROLLER, THE SERVICE ENCLOSURE SHALL BE A METS-VLM1TS. THE METS-VLM1TS SHALL ALSO BE USED TO POWER THE LED ILLUMINATED STREET NAME SIGN.

CIRCUIT DIRECTORY			
NO.	DESCRIPTION	AMP	POLE
1	SIGNALS	50	1
2	SPACE	15	1
3	SPACE	15	1
4	SPACE	15	1
5	CONTROL-PE	15	1

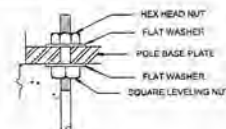
CIRCUIT DIRECTORY			
NO.	DESCRIPTION	AMP	POLE
1	SIGNALS	50	1
2	SPACE	15	1
3	SPACE	15	1
4	SPACE	15	1



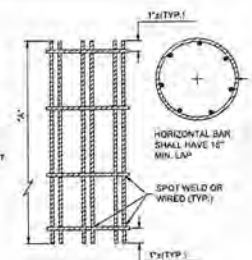
### CONCRETE PEDESTAL FOOTING



### CONCRETE POLE FOOTING



### ANCHOR BOLT DETAIL FOR COMBINATION LIGHTING / SIGNAL POLE



### REBAR CAGE DETAIL

#### GENERAL NOTES:

1. ALL CONDUITS AND ANCHOR BOLTS FOR CONTROL, PAD AND TRAFFIC SIGNAL POLE BASES SHALL BE RIGIDLY INSTALLED BEFORE CONCRETE IS PLACED. ANCHOR BOLTS SHALL BE SPACED BY MEANS OF A TEMPLATE, THE CENTER OF WHICH SHALL COINCIDE WITH THE CENTER OF THE BASE.
2. WHERE CONCRETE FOOTINGS OR PADS ARE INSTALLED ON A SLOPE, THE TOP ELEVATION SHALL BE ESTABLISHED ONE INCH ABOVE THE HIGHEST ADJACENT POINT AND MINIMUM DEPTHS SHALL BE MEASURED FROM THE LOWEST ADJACENT POINT. CONTRACTOR SHALL PROVIDE APPROVED BACKFILL AND GRADE AROUND FOOTINGS OR PADS AS DIRECTED BY THE ENGINEER.
3. CONDUITS EXTENDED INTO CONCRETE FOOTINGS OR PADS SHALL TERMINATE 3 TO 4 INCHES ABOVE THE TOP OF THE FOOTING OR PAD.
4. ALL SIGNAL POLE BASES SHALL BE PLACED IN TWO PLACEMENTS. THE FINAL 6 INCHES SHALL BE PLACED AFTER THE POLE IS SET AND FINAL ADJUSTMENTS HAVE BEEN MADE.

REBAR SCHEDULE				
BASE DIA.	BASE LENGTH	REBAR #	REBAR LENGTH	HOR. REBAR SPACING
24"	30"	16	7'-0"	12" MAX.
30"	3'-0"	20	7'-0"	12" MAX.
36"	12'-0"	30	7'-0"	12" MAX.
36"	12'-0"	30	11'-0"	3" MAX.

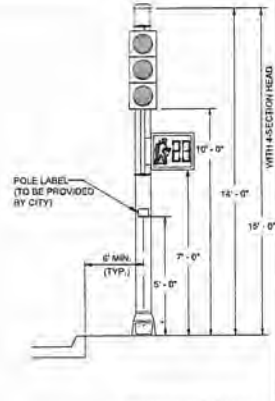
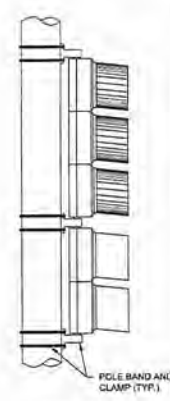
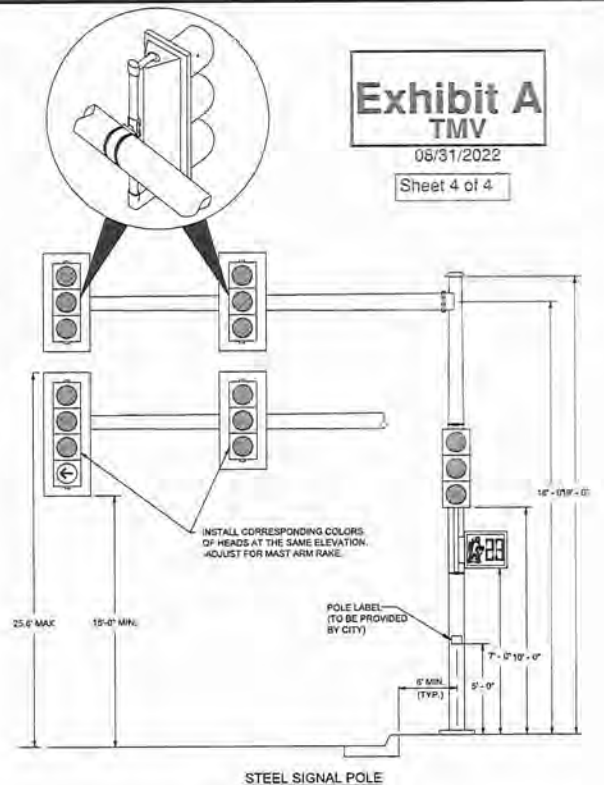
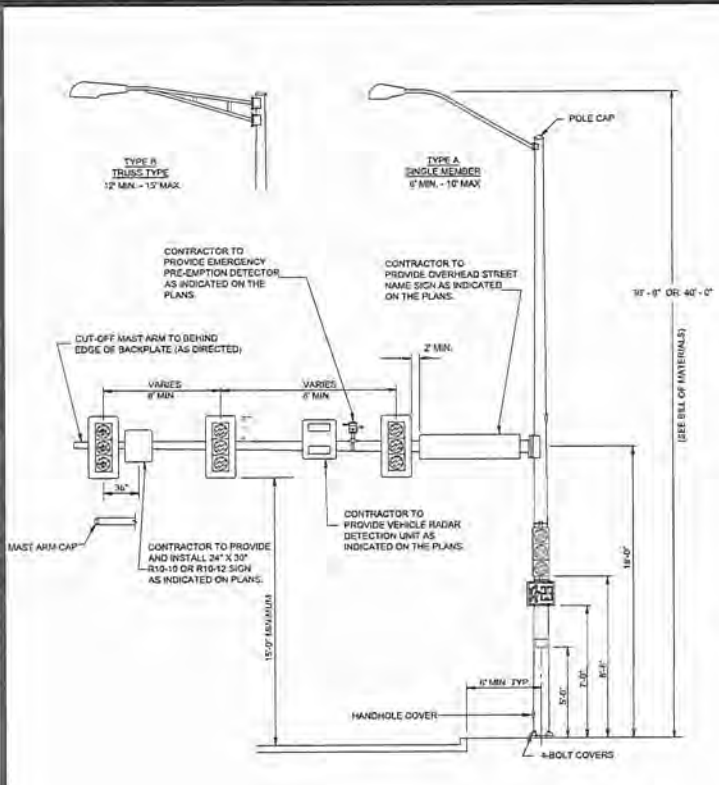
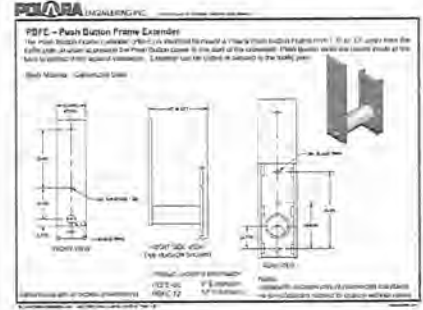
REVISED DATE: 04/21  
 DETAILED: BKC  
 APPROVED: -



CONCRETE FOOTING PAD POWER SERVICE

SHEET D-302

**Exhibit A**  
**TMV**  
05/31/2022  
Sheet 4 of 4

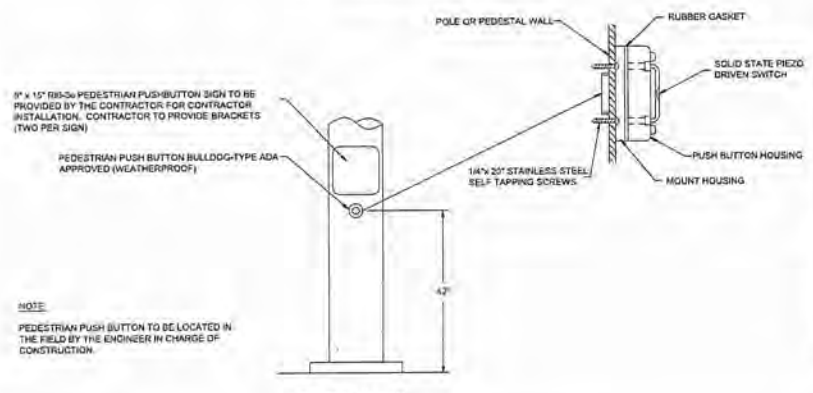


**STEEL COMBINATION LIGHTING AND SIGNAL POLE**

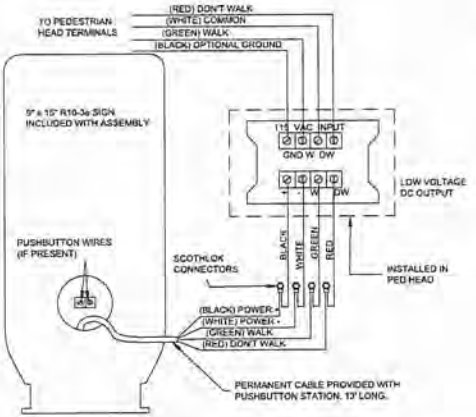
**STEEL SIGNAL POLE**

**VERTICAL BRACKET MOUNTING DETAIL**

**ALUMINUM SIGNAL PEDESTAL**



**TYPICAL DETAIL PEDESTRIAN PUSH BUTTON**



**NOTES:**

1. THE MAST ARM SHALL BE ATTACHED TO THE POLE AFTER THE POLE HAS BEEN ERECTED.
2. THE ENGINEER IN CHARGE OF CONSTRUCTION WILL DETERMINE THE ORIENTATION OF SIGNAL HEADS TO BE MOUNTED ON THE SIDES OF POLES.
3. EACH SIGNAL HEAD, PUSH BUTTON AND LUMINAIRE SHALL HAVE A SEPARATE RUN#S OF CABLE FROM THE HANDHOLE IN THE POLE BASE, UNLESS OTHERWISE NOTED IN THE PLANS. THE CABLES SHALL BE SIZED AS FOLLOWS:  
VEHICULAR SIGNAL HEAD- ONE 7;  
PEDESTRIAN SIGNAL HEAD- ONE 7;  
PUSH BUTTON- ONE 5;  
LUMINAIRE- ONE 3;
4. ALL SIGNS SHALL BE MOUNTED WITH ASTRO BRACKETS.
5. EACH VEHICULAR SIGNAL HEAD SHALL BE COVERED WITH AN ORANGE BAG SIGNAL HEAD COVER DURING CONSTRUCTION UNTIL THE SYSTEM IS MADE OPERATIONAL.

REVISED DATE:	04/21	<b>Lenexa</b> KANSAS	SHEET D-806
DETAILED:	BKC		
APPROVED:			

**POLES SIGNAL HEAD PUSH BUTTON**

**Exhibit B**  
**Limitations upon Grantee's Exercise of**  
**Rights in the Easement Area**



**Evergy Requirements for Construction within Transmission Easements**

**Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.**

**These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.**

**General Requirements:**

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
  - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
  - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
  - b. ~~No~~ lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.



- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
  - 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
  - 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
  - 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
  - 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
  - 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
  - 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



### **Construction Adjacent to or Under Transmission Lines:**

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



**Overhead Transmission Line Clearance Safety Requirements:**

The following minimum clearances shall be maintained between Evergy's energized transmission line conductors and all construction equipment.

**Line Voltage   Clearance Requirement**

<b>69 kV</b>	<b>15.0 FEET (In all directions and at all times)</b>
<b>115 - 161kV</b>	<b>20.0 FEET (In all directions and at all times)</b>
<b>230 - 345kV</b>	<b>25.0 FEET (In all directions and at all times)</b>

**Emergency Contacts:**

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639



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S	2	/	00/0
T	13		Johnson County
R	23		Kansas State

### ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** ("Agreement") is made and entered into effective as of the 25<sup>th</sup> day of April, 2023, by and between City of Lenexa, "GRANTEE" and, Evergy Metro, Inc., a Missouri corporation, whose mailing address is PO BOX 418679, Kansas City, MO 64141-9679, "GRANTOR" or "Evergy".

After recording mail to: **Evergy**  
**Real Estate Department**  
**PO BOX 418679, Kansas City, MO 64141-9679**

**WITNESSETH:**

**WHEREAS**, Grantor holds an Easement Conveyance over lands situated in Johnson County, KANSAS, described as follows:

A tract of land one hundred thirty (130) feet in width the center line if which is described as follows: Beginning at a point on the South line of the Northwest Quarter of Section 2, Township 13, Range 33, Johnson County, Kansas, said point being seven hundred thirty-eight (738) feet West of the East line of said Northwest Quarter of section 2, thence is a Northwesterly direction to a point on the West line of said Northwest Quarter Section 2, said point being eleven hundred thirty-five (1135) feet North of the South line of said Northwest Quarter Section 2. Also a tract of land one hundred thirty (130) feet in width the center line of which is described as follows: Beginning at a point on the South line of the Northeast Quarter of the Northeast Quarter of Section 3, Township 13, Range 23, Johnson County, Kansas, said point being three hundred ninety-eight (398) feet West of the East line of said Quarter Quarter Section 3, thence in a Northwesterly direction to a point on the West line of said Quarter Quarter Section 3, said point being five hundred fifty-eight (558) feet North of the aforesaid South line of said Quarter Quarter Section 3. It is further stipulated and agreed that outer boundaries of the above described one hundred thirty (130) foot tract of land shall begin and terminate on the same property lines as the center line.

(the "Easement Area"); and

**WHEREAS**, said Easement Conveyance was recorded at Book 1351 at Page 04 dated 14<sup>th</sup> day of June, 1978 in the office of the Johnson County, KANSAS Recorder [or Register] of Deeds; and

**WHEREAS**, Grantee has requested Grantor's permission to encroach on and within certain portions of the Easement Area (the "Encroachments") in accordance with the drawings attached hereto as **Exhibit A** and incorporated herein (the "Improvement Drawings"); and

**WHEREAS**, Grantor has consented to Grantee's request, subject to the terms and conditions described in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit A**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings. This does not include ordinary repairs and maintenance to Encroachment so long as Grantee complies with requirements herein.
2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area. This does not include ordinary repairs and maintenance to Encroachment so long as Grantee complies with requirements herein.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area; provided, however, the Grantee is tax-exempt and shall not be responsible for, nor indemnify for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance. Grantor agrees to take reasonable care not to cause damage to Encroachment, except in case of emergency situations.
10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. To the fullest extent permitted by applicable law and subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.
11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Grantor shall provide Grantee with prior written notice of Grantor's need to modify its lines to provide Grantee with reasonable time to relocate or otherwise modify its facilities. To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, after said written notice and reasonable time to relocate, should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for reasonable expenses, including reasonable attorneys' fees, actually incurred by Grantor in such work arising out of and related to the Encroachment. Grantor agrees to take reasonable care not to cause damage to Encroachment, except in the case of emergency situations, in which case Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents,

independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.

14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

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IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement.

**Grantor:**

Evergy Metro, Inc., a Missouri corporation

By: Paul Vandevender

Printed Name: Paul Vandevender

Title: Sr. Mgr. Transmission Line Engineering

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF MISSOURI )

) ss.

COUNTY OF Jackson )

On this 25<sup>TH</sup> day of APRIL, 2023, before me, a Notary Public, appeared PAUL VANDEVENDER, to me personally known, who, being by me duly sworn, did say that he/she is the Sr Mgr TRANSMISSION LINE Eng for Evergy Metro, Inc., a Missouri corporation, and that the within instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, MISSOURI, the day and year last above written.

KENT FREDLUND  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 5/29/2024  
COMMISSION # 12413848

Kent Fredlund  
Notary Public



**Exhibit A**

**Prairie Star Pkwy & Lone Elm Rd Improvement Drawings:**

**Street Lighting Plan, Sheet No. 11**

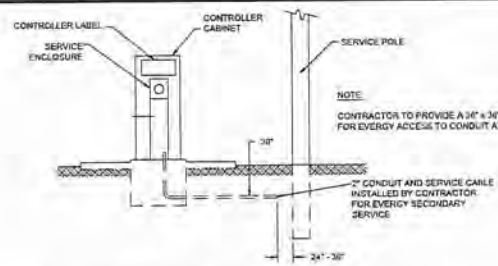
**Traffic Signal Plan, Sheet No. 12**

**Concrete Footing Pad Power Service, Sheet No. D-802, Dated 04/21**

**Pole Signal Head push Button, Sheet No. D-806, Dated 04/21**

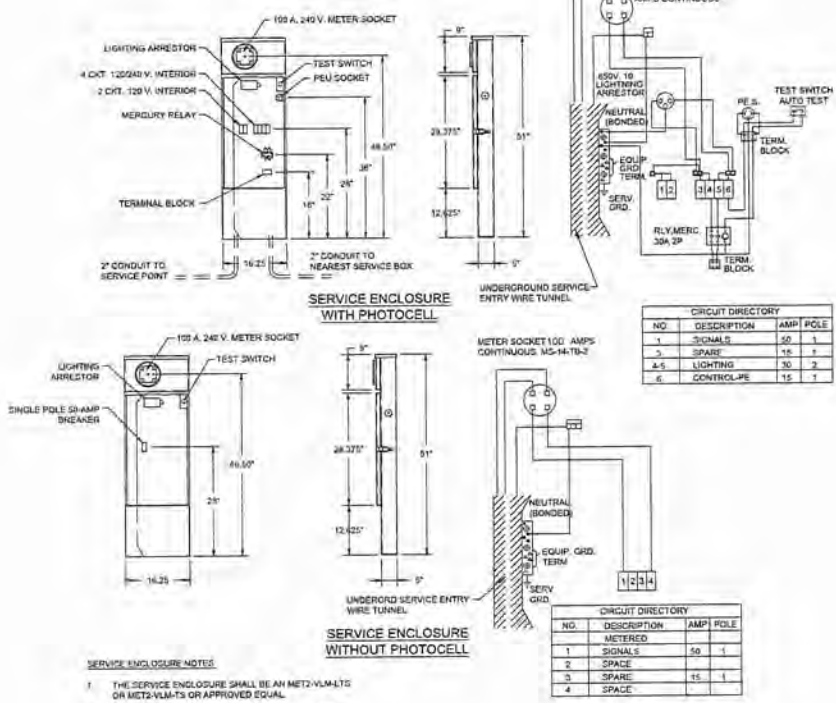




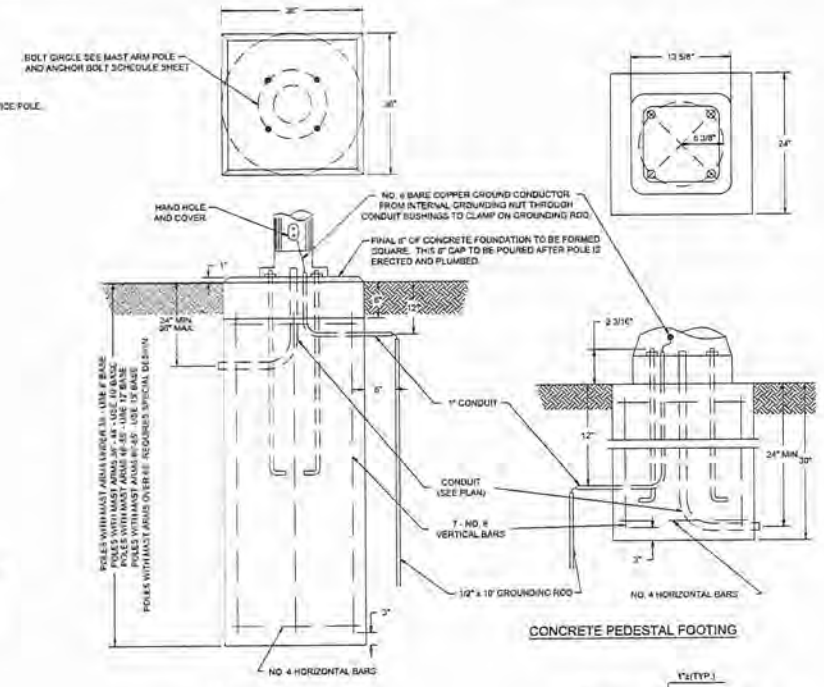


- SECONDARY POWER SERVICE NOTES:**
1. THE CONTRACTOR SHALL INSTALL 2" PVC CONDUIT AND SERVICE CABLE FOR POWER.
  2. THE CONTRACTOR SHALL INSTALL A MINIMUM 1" DIAMETER WATER TIGHT CONDUIT ENTRANCE BETWEEN THE BREAKER BOX PORTION OF THE SECONDARY SERVICE ENCLASURE AND THE TRAFFIC SIGNAL CONTROLLER CABINET.
  3. THE CONTRACTOR SHALL INSTALL 16# AWG SECONDARY SERVICE WIRE TO CONNECT THE BREAKER(S) AND TRAFFIC SIGNAL CABINET.

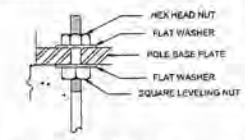
**SECONDARY POWER SERVICE DETAIL**



- SERVICE ENCLOSURE NOTES:**
1. THE SERVICE ENCLOSURE SHALL BE AN MET2-VLM-1TS OR MET2-VLM-TS OR APPROVED EQUAL.
  2. A WATER TIGHT SEAL SHALL BE PROVIDED BETWEEN THE SERVICE ENCLOSURE AND THE CONCRETE PAD.
  3. WHEN STREET LIGHTS MOUNTED TO SIGNAL POLES OR STREET LIGHTS ON LIGHT POLES ARE POWERED THROUGH THE SIGNAL CONTROLLER, THE SERVICE ENCLOSURE SHALL BE A MYERS MET2-VLM-TS. THE MYERS MET2-VLM-TS SHALL ALSO BE USED TO POWER THE LED ILLUMINATED STREET NAME SIGNS.

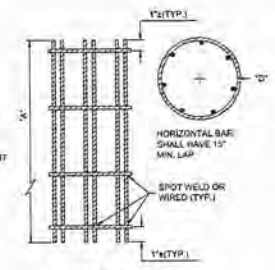


**CONCRETE POLE FOOTING**



**ANCHOR BOLT DETAIL FOR COMBINATION LIGHTING / SIGNAL POLE**

**CONCRETE PEDESTAL FOOTING**



**REBAR CAGE DETAIL**

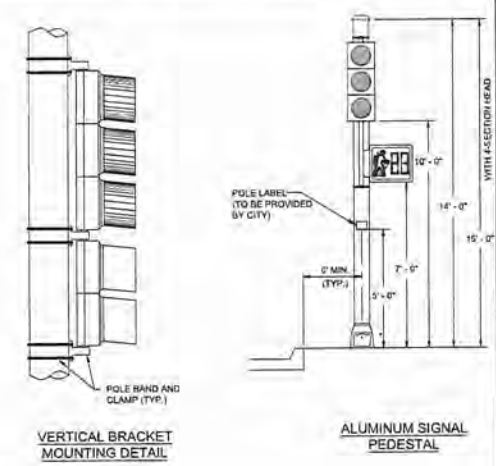
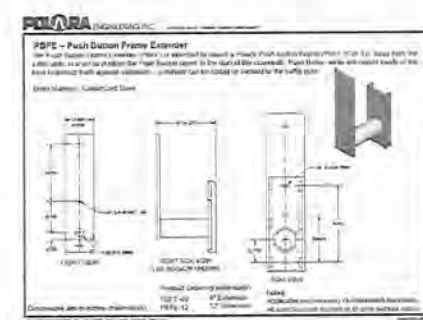
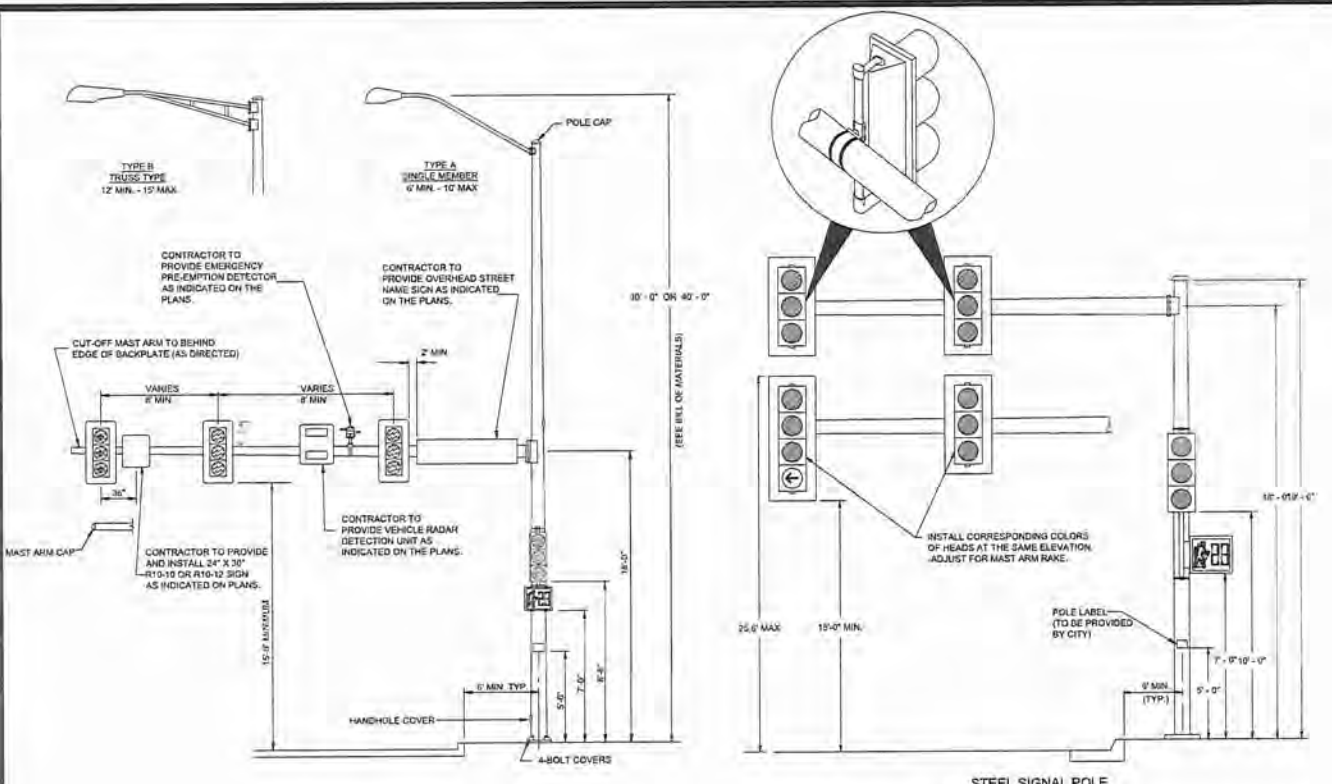
**GENERAL NOTES:**

1. ALL CONDUITS AND ANCHOR BOLTS FOR CONTROL PADS AND TRAFFIC SIGNAL POLE BASES SHALL BE RIGIDLY INSTALLED BEFORE CONCRETE IS PLACED. ANCHOR BOLTS SHALL BE SPACED BY MEANS OF A TEMPLATE, THE CENTER OF WHICH SHALL COINCIDE WITH THE CENTER OF THE BASE.
2. WHERE CONCRETE FOOTINGS OR PADS ARE INSTALLED ON A SLOPE, THE TOP ELEVATION SHALL BE ESTABLISHED ONE INCH ABOVE THE HIGHEST ADJACENT POINT AND MINIMUM DEPTHS SHALL BE MEASURED FROM THE LOWEST ADJACENT POINT. CONTRACTOR SHALL PROVIDE APPROVED BACKFILL AND GRADE AROUND FOOTINGS OR PADS AS DIRECTED BY THE ENGINEER.
3. CONDUITS EXTENDED INTO CONCRETE FOOTINGS OR PADS SHALL TERMINATE 3 TO 4 INCHES ABOVE THE TOP OF THE FOOTING OR PAD.
4. ALL SIGNAL POLE BASES SHALL BE PLACED IN TWO PLACEMENTS. THE FINAL 1/2 INCHES SHALL BE PLACED AFTER THE POLE IS SET AND FINAL ADJUSTMENTS HAVE BEEN MADE.

BASE DIA.	BASE LENGTH	REBAR CIRCLE	VERT. REBAR LENGTH	HOR. REBAR SPACING
24"	30"	12"	16"	12" MAX.
30"	37-3/4"	12"	21-3/4"	12" MAX.
36"	45-3/4"	12"	27-3/4"	12" MAX.
36"	42-3/4"	30"	11-3/4"	9" MAX.

REVISED DATE	04/21	
DETAILED	BKC	
APPROVED	---	

CONCRETE FOOTING PAD POWER SERVICE

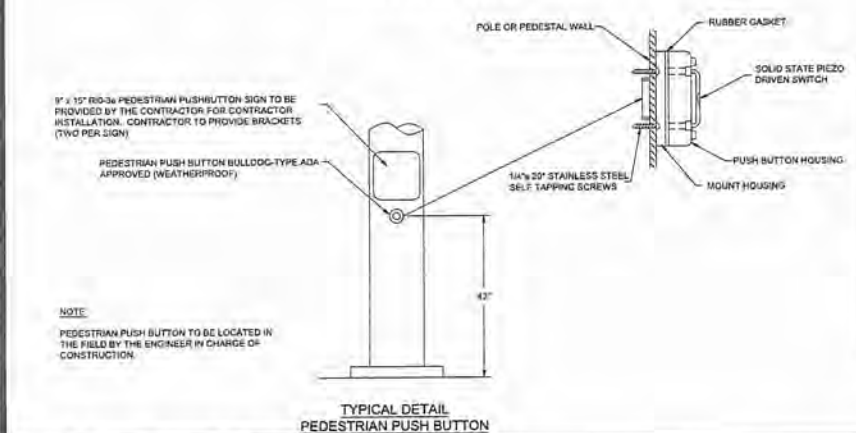


STEEL COMBINATION LIGHTING AND SIGNAL POLE

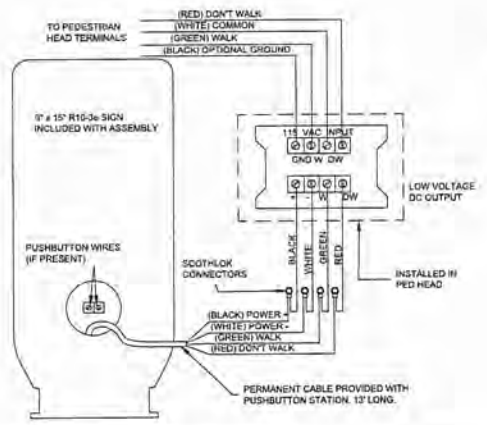
STEEL SIGNAL POLE

VERTICAL BRACKET MOUNTING DETAIL

ALUMINUM SIGNAL PEDESTAL



TYPICAL DETAIL PEDESTRIAN PUSH BUTTON



NOTES:

1. THE MAST ARM SHALL BE ATTACHED TO THE POLE AFTER THE POLE HAS BEEN ERECTED.
2. THE ENGINEER IN CHARGE OF CONSTRUCTION WILL DETERMINE THE ORIENTATION OF SIGNAL HEADS TO BE MOUNTED ON THE SIDES OF POLES.
3. EACH SIGNAL HEAD, PUSH BUTTON AND LUMINAIRE SHALL HAVE A SEPARATE RUN(S) OF CABLE FROM THE HANDHOLE IN THE POLE BASE UNLESS OTHERWISE NOTED IN THE PLANS. THE CABLES SHALL BE SIZED AS FOLLOWS:  
VEHICULAR SIGNAL HEAD- ONE 7c  
PEDESTRIAN SIGNAL HEAD- ONE 7c  
PUSH BUTTON- ONE 3c  
LUMINAIRE- ONE 3c  
SPICES AT THE HANDHOLE SHALL BE MADE WITH WIRE NUTS SECURED WITH ELECTRICAL TAPE EXCESS CABLE SHALL BE PROVIDED TO ALLOW THE SPLICES TO BE PULLED AT LEAST ONE FOOT OUTSIDE THE HANDHOLE.
4. ALL SIGNS SHALL BE MOUNTED WITH ASTRO-BRACKETS.
5. EACH VEHICULAR SIGNAL HEAD SHALL BE COVERED WITH AN ORANGE BAG SIGNAL HEAD COVER DURING CONSTRUCTION UNTIL THE SYSTEM IS MADE OPERATIONAL.

REVISED DATE:	04/21	
DETAILED:	BKC	
APPROVED:		
POLES SIGNAL HEAD PUSH BUTTON		SHEET D-806

**Exhibit B**  
**Limitations upon Grantee's Exercise of**  
**Rights in the Easement Area**



**Evergy Requirements for Construction within Transmission Easements**

**Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.**

**These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.**

**General Requirements:**

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
  - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
  - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
  - b. No lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.



- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
  - 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
  - 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
  - 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
  - 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
  - 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
  - 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



### **Construction Adjacent to or Under Transmission Lines:**

**Evergy** shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



**Overhead Transmission Line Clearance Safety Requirements:**

The following minimum clearances shall be maintained between Evergy's energized transmission line conductors and all construction equipment.

**Line Voltage    Clearance Requirement**

<b>69 kV</b>	<b>15.0 FEET (In all directions and at all times)</b>
<b>115 - 161kV</b>	<b>20.0 FEET (In all directions and at all times)</b>
<b>230 - 345kV</b>	<b>25.0 FEET (In all directions and at all times)</b>

**Emergency Contacts:**

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH FALCON VALLEY DRIVE, WOODLAND ROAD TO PRAIRIE STAR PARKWAY PAVEMENT RECONSTRUCTION PROJECT IN LENEXA, JOHNSON COUNTY, KANSAS.**

WHEREAS, the Governing Body of the City of Lenexa, Kansas did by Resolution No. \_\_\_\_\_, declare the necessity for, and authorize a survey and description of lands or interests therein to be acquired by the City for the following:

Construction of the Falcon Valley Drive, Woodland Road to Prairie Star Parkway Pavement Reconstruction Project

The project includes easements and property acquisition for locating, building, constructing, maintaining, and repairing complete pavement reconstruction, underdrain installation, spot replacement of existing curbs, gutters, sidewalks, and street upgrades and the installation of new sidewalks along Falcon Valley Drive where none existed before, together with all necessary appurtenances thereto, together with the rights of ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees; construction supervision/inspection; testing; and other related improvements to be constructed with the main improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances; and

WHEREAS, said survey and description was prepared and is maintained at the Lenexa City Hall.

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

SECTION ONE: It is hereby authorized and provided that the lands or interests therein, hereafter described, be acquired for the following improvement:

Construction of the Falcon Valley Drive, Woodland Road to Prairie Star Parkway Pavement Reconstruction Project

The project includes easements and property acquisition for locating, building, constructing, maintaining, and repairing complete pavement reconstruction, underdrain installation, spot replacement of existing curbs, gutters, sidewalks, and street upgrades and the installation of new sidewalks along Falcon Valley Drive where none existed before, together with all necessary appurtenances thereto, together with the rights of

ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees; construction supervision/inspection; testing; and other related improvements to be constructed with the main improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances.

**TRACT 1 – NORTHERN GOLF PARTNERS, LLC.:**

CONDEMNEE: Northern Golf Partners, LLC.

SITUS ADDRESS: In the vicinity of the Northeast corner of Woodland Road and Falcon Valley Drive, adjacent to Falcon Valley Drive

Parcel ID: IF231301-2009

MAILING ADDRESS: Northern Golf Partners, LLC  
9801 Falcon Valley Drive  
Lenexa, KS 66220

**Sidewalk Easement**

All that part of an unplatted tract of land in the Southwest Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the Southwest corner of said Southwest Quarter; thence North 02 degrees 02 minutes 53 seconds West, on the West line of said Southwest Quarter, a distance of 1,348.14 feet; thence departing said West line, North 87 degrees 57 minutes 07 seconds East a distance of 60.00 feet to the point of intersection of the Easterly right-of-way line of Woodland Road as it now exists, and the Northerly right-of-way line of 101st Street, as established by Permanent Right-of-Way Grant, recorded in Book 9440, Page 513 in the Office of the Johnson County, Kansas, Register of Deeds, said point being the POINT OF BEGINNING; thence North 02 degrees 02 minutes 53 seconds West, on the Easterly right-of-way line of said Woodland Road, a distance of 13.68 feet; thence departing said Easterly right-of-way line, North 87 degrees 57 minutes 23 seconds East, a distance of 65.01 feet; thence Easterly, on a curve to the right having a radius of 56.00 feet, through a central angle of 21 degrees 03 minutes 12 seconds, an arc distance of 20.58 feet to a point of reverse curvature; thence easterly, on a curve to the left having a radius of 49.00 feet, through a central angle of 20 degrees 44 minutes 09 seconds, an

arc distance of 17.73 feet to a point of reverse curvature; thence Easterly, on a curve to the right having a radius of 546.00 feet, through a central angle of 11 degrees 49 minutes 30 seconds, an arc distance of 112.69 feet to a point of reverse curvature; thence easterly, on a curve to the left having a radius of 49.00 feet, through a central angle of 17 degree 01 minute 13 seconds, an arc distance of 14.56 feet to a point of reverse curvature; thence Easterly, on curve to the right having a radius of 56.00 feet, through a central angle of 17 degrees 52 minutes 10 seconds, an arc distance of 17.47 feet; thence South 79 degrees 03 minutes 07 seconds East, a distance of 33.40 feet; thence Easterly, on a curve to the right having a radius of 206.00 feet, through a central angle of 05 degrees 09 minutes 52 seconds, an arc distance of 18.57 feet; thence South 73 degrees 53 minutes 16 seconds East, a distance of 298.89 feet; thence Easterly, on a curve to the left having a radius of 199.00 feet, through a central angle of 05 degrees 16 minutes 29 seconds, an arc distance of 18.32 feet; thence South 79 degrees 09 minutes 44 seconds East, a distance of 44.93 feet; thence Easterly, on a curve to the right having a radius of 56.00 feet, through a central angle of 17 degrees 20 minutes 55 seconds, an arc distance of 16.96 feet to a point of reverse curvature; thence Easterly, on a curve to the left having a radius of 49.00 feet, through a central angle of 16 degrees 20 minutes 08 seconds, an arc distance of 13.97 feet to a point of reverse curvature; thence Easterly, on a curve to the right having a radius of 1,382.00 feet, through a central angle of 11 degrees 07 minutes 17 seconds, an arc distance of 268.25 feet to a point of compound curvature; thence Southeasterly, on a curve to the right having a radius of 56.00 feet, through a central angle of 21 degrees 50 minutes 22 seconds, an arc distance of 21.35 feet to a point of reverse curvature; thence Southeasterly, on a curve to the left having a radius of 49.00 feet, through a central angle of 08 degrees 07 minutes 23 seconds, an arc distance of 6.95 feet to a point on the Northerly right-of-way line of said 101st Street; thence on said Northerly right-of-way line, the following seven (7) courses: thence Westerly, on a non-tangent curve to the left having an initial tangent bearing of North 65 degrees 53 minutes 41 seconds West, a radius of 1375.00 feet, through a central angle of 13 degrees 16 minutes 03 seconds, an arc distance of 318.40 feet; thence North 79 degrees 09 minutes 44 seconds West, a distance of 57.94 feet; thence North 73 degrees 58 minutes 51 seconds West, a distance of 154.16 feet; thence North 70 degrees 47 minutes 57 seconds West, a distance of 96.79 feet; thence North 79 degrees 09 minutes 44 seconds West, a distance of 137.11 feet; thence Westerly, on a curve to the left having a radius of 539.00 feet, through a central angle of 12 degrees 53 minutes 09 seconds, an arc distance of 121.22 feet; thence South 87 degrees 57 minutes 09 seconds West, a distance of 98.85 feet to the POINT OF BEGINNING, containing 8,234 square feet, or 0.1889 acres, more or less.

### **Temporary Construction Easement**

All that part of an unplatted tract of land in the Southwest Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the Southwest corner of said Southwest Quarter; thence North 02 degrees 02 minutes 53 seconds West, on the West line of said Southwest Quarter, a

distance of 1,348.14 feet; thence departing said West line, North 87 degrees 57 minutes 07 seconds East a distance of 60.00 feet to the point of intersection of the Easterly right-of-way line of Woodland Road, as it now exists, and the Northerly right-of-way line of 101st Street, as established by Permanent Right-of-Way Grant, recorded in Book 9440, Page 513 in the Office of the Johnson County, Kansas Register of Deeds; thence North 02 degrees 02 minutes 53 seconds West, on the Easterly right-of-way line of said Woodland Road, a distance of 13.68 feet to the POINT OF BEGINNING; thence continuing North 02 degrees 02 minutes 53 seconds West, on said Easterly right-of-way line, a distance of 4.32 feet; thence departing said Easterly right-of-way line, North 87 degrees 57 minutes 09 seconds East, a distance of 98.85 feet; thence South 02 degrees 02 minutes 53 seconds East, a distance of 2.00 feet; thence Easterly, on a non-tangent curve to the right having an initial tangent bearing of North 87 degrees 57 minutes 07 seconds East, a radius of 555.00 feet, through a central angle of 12 degrees 53 minutes 09 seconds, an arc distance of 124.82 feet; thence South 79 degrees 09 minutes 44 seconds East, a distance of 100.00 feet; thence South 10 degrees 50 minutes 16 seconds West, a distance of 3.00 feet; thence South 79 degrees 09 minutes 44 seconds East, a distance of 38.06 feet; thence South 70 degrees 47 minutes 57 seconds East, a distance of 97.38 feet; thence South 73 degrees 58 minutes 51 seconds East, a distance of 153.21 feet; thence South 79 degrees 09 minutes 44 seconds East, a distance of 57.35 feet; thence Easterly, on a curve to the right having a radius of 1,388.00 feet, through a central angle of 13 degrees 16 minutes 36 seconds, an arc distance of 321.63 feet; thence South 24 degrees 07 minutes 26 seconds West, a distance of 10.00 feet; thence Southeasterly, on a non-tangent curve to the right having an initial tangent bearing of South 65 degrees 53 minutes 08 seconds East, a radius of 1,378.00 feet, through a central angle of 02 degrees 23 minutes 15 seconds, an arc distance of 57.42 feet; thence South 63 degrees 29 minutes 53 seconds East, a distance of 17.66 feet; thence Easterly, on a non-tangent curve to the left having an initial tangent bearing of South 63 degrees 30 minutes 04 seconds East, a radius of 277.00 feet, through a central angle of 85 degrees 05 minutes 40 seconds, an arc distance of 411.39 feet to a point of compound curvature; thence Northerly, on a curve to the left having a radius of 186.00 feet, through a central angle of 40 degrees 53 minutes 21 seconds, an arc distance of 132.74 feet to a point of reverse curvature; thence Northerly, on a curve to the right having a radius of 109.00 feet, through a central angle of 14 degrees 20 minutes 48 seconds, an arc distance of 27.29 feet; thence North 85 degrees 08 minutes 17 seconds West, a distance of 8.00 feet; thence Northerly, on a non-tangent curve to the right having an initial tangent bearing of North 04 degrees 51 minutes 43 seconds East, a radius of 117.00 feet, through a central angle of 07 degrees 20 minutes 44 seconds, an arc distance of 15.00 feet; thence South 77 degrees 47 minutes 33 seconds East, a distance of 7.00 feet; thence Northerly, on a non-tangent curve to the right having an initial tangent bearing of North 12 degrees 12 minutes 27 seconds East, a radius of 110.00 feet, through a central angle of 13 degrees 01 minute 18 seconds, an arc distance of 25.00 feet to a point on the South line of Lot 13, Falcon Valley Village, a platted subdivision in said City of Lenexa; thence South 79 degrees 55 minutes 09 seconds East, on said South line, a distance of 4.15 feet to the Southeast corner thereof, said point also being on the Westerly right-of-way of said 101st Street; thence on said Westerly right-of-way line, the following three (3) courses: thence Southerly, on a non-tangent curve to the left having an initial tangent bearing of South 25

degrees 48 minutes 55 seconds West, a radius of 106.00 feet, through a central angle of 35 degrees 18 minutes 01 seconds, an arc distance of 65.31 feet to a point of reverse curvature; thence Southerly, on a curve to the right having a radius of 189.00 feet, through a central angle of 40 degrees 53 minutes 21 seconds, an arc distance of 134.88 feet to a point of compound curvature; thence Westerly, on a curve to the right having a radius of 280.00 feet, through a central angle of 85 degrees 05 minutes 40 seconds, an arc distance of 415.85 feet to a point on the Northerly right-of-way line of said 101st Street; thence North 63 degrees 29 minutes 53 seconds West on said Northerly right-of-way line, a distance of 17.66 feet; thence Northwesterly, continuing on said Northerly right-of-way line, on a curve to the left having a radius of 1,375.00 feet, through a central angle of 02 degrees 23 minutes 48 seconds, an arc distance of 57.51 feet; thence Northwesterly, departing said Northerly right-of-way line, on a non-tangent curve to the right having an initial tangent bearing of North 53 degrees 18 minutes 41 seconds West, a radius of 49.00 feet, through a central angle of 08 degrees 07 minutes 23 seconds, an arc distance of 6.95 feet to a point of reverse curvature; thence Northwesterly, on a curve to the left a radius of 56.00 feet, through a central angle of 21 degrees 50 minutes 22 seconds, an arc distance of 21.35 feet to a point of compound curvature; thence Westerly, on a curve to the left having a radius of 1,382.00 feet, through a central angle of 11 degrees 07 minutes 17 seconds, an arc distance of 268.25 feet to a point of reverse curvature; thence Westerly, on a curve to the right having a radius of 49.00 feet, through a central angle of 16 degrees 20 minutes 08 seconds, an arc distance of 13.97 feet to a point of reverse curvature; thence Westerly, on a curve to the left having a radius of 56.00 feet, through a central angle of 17 degrees 20 minutes 55 seconds, an arc distance of 16.96 feet; thence North 79 degrees 09 minutes 44 seconds West, a distance of 44.93 feet; thence Westerly, on a curve to the right having a radius of 199.00 feet, through a central angle of 05 degrees 16 minutes 29 seconds, an arc distance of 18.32 feet; thence North 73 degrees 53 minutes 16 seconds West, a distance of 298.89 feet; thence Westerly, on a curve to the left having a radius of 206.00 feet, through a central angle of 05 degrees 09 minutes 52 seconds, an arc distance of 18.57 feet; thence North 79 degrees 03 minutes 07 seconds West, a distance of 33.40 feet; thence Westerly, on a curve to the left having a radius of 56.00 feet, through a central angle of 17 degrees 52 minutes 10 seconds, an arc distance of 17.47 feet to a point of reverse curvature; thence Westerly, on curve to the right a radius of 49.00 feet, through a central angle of 17 degrees 01 minutes 13 seconds, an arc distance of 14.56 feet to a point of reverse curvature; thence Westerly, on curve to the left having a radius of 546.00 feet, through a central angle of 11 degrees 49 minutes 30 seconds, an arc distance of 112.69 feet to a point of reverse curvature; thence Westerly, on a curve to the right having a radius of 49.00 feet, through a central angle of 20 degrees 44 minutes 09 seconds, an arc distance of 17.73 feet to a point of reverse curvature; thence Westerly, on a curve to the left having a radius of 56.00 feet, through a central angle of 21 degrees 03 minutes 12 seconds, an arc distance of 20.58 feet; thence South 87 degrees 57 minutes 23 seconds West, a distance of 65.01 feet to the POINT OF BEGINNING, containing 7,979 square feet, or 0.1832 acres, more or less.

**TRACT 22 – FALCON VALLEY HOMES ASSOCIATION:**

CONDEMNEE: Falcon Valley Homes Association



SITUS                                In the vicinity south of and adjacent to Falcon Valley Drive  
ADDRESS:                            between Cooper Street and Skyview Lane

Parcel ID:                            IF231301-1016

MAILING                              Falcon Valley Homes Association  
ADDRESS:                              9050 Parkhill Street  
   Lenexa, KS 66215

### **Temporary Construction Easement**

All that part of an unplatted tract of land in the Northeast and Northwest Quarters of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the North corner of Lot 138, Falcon Valley Fifth Plat, a platted subdivision in said City of Lenexa, said point being on the Southerly right-of-way line of Falcon Valley Drive as established by Permanent Right-of-Way Grant, recorded in Book 9440, Page 517 in the Office of the Johnson County, Kansas Register of Deeds; thence departing said Southerly right-of-way line, South 41 degrees 46 minutes 19 seconds West, on the Northwest line of said Lot 138, a distance of 4.00 feet; thence Northwesterly, departing said Northwest line, on a non-tangent curve to the left having an initial tangent bearing of North 47 degrees 12 minutes 14 seconds West, a radius of 471.00 feet, through a central angle of 30 degrees 10 minutes 25 seconds, an arc distance of 248.04 feet; thence North 77 degrees 22 minutes 11 seconds West, a distance of 109.00 feet; thence South 12 degrees 37 minutes 49 seconds West, a distance of 4.00 feet; thence Westerly, on a non-tangent curve to the right having an initial tangent bearing of North 77 degrees 22 minutes 26 seconds West, a radius of 1,032.99 feet, through a central angle of 03 degrees 07 minutes 26 seconds, an arc distance of 56.32 feet; thence North 16 degrees 26 minutes 15 seconds East, a distance of 8.00 feet to a point on the Southerly right-of-way line of said Falcon Valley Drive; thence on said Southerly right-of-way line, the following three (3) courses: thence Easterly, on a non-tangent curve to the left having an initial tangent bearing of South 74 degrees 15 minutes 19 seconds East, a radius of 1,025.00 feet, through a central angle of 03 degrees 07 minutes 07 seconds, an arc distance of 55.79 feet; thence South 77 degrees 22 minutes 11 seconds East, a distance of 109.00 feet; thence Southeasterly, on a non-tangent curve to the right having an initial tangent bearing of South 77 degrees 22 minutes 38 seconds East, a radius of 475.00 feet, through a central angle of 30 degrees 09 minutes 53 seconds, an arc distance of 250.08 feet to the POINT OF BEGINNING, containing 1,881 square feet, or 0.0432 acres, more or less.

**TRACT 23 – NORTHERN GOLF PARTNERS, LLC.:**

CONDEMNEE: Northern Golf Partners, LLC.

SITUS In the vicinity south of and adjacent to Falcon Valley Drive  
ADDRESS: between Cooper Street and Skyview Lane

Parcel ID: IF231301-1007

MAILING Northern Golf Partners, LLC  
ADDRESS: 9801 Falcon Valley Drive  
Lenexa, KS 66220

**Temporary Construction Easement**

All that part of an unplatted tract of land in the Northwest Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the Northeast corner of Tract E, Falcon Valley Third Plat, a platted subdivision in said City of Lenexa, said point being on the Southerly right-of-way line of Falcon Valley Drive as established by Permanent Right-of-Way Grant, recorded in Book 9440, Page 517 in the Office of the Johnson County, Kansas Register of Deeds; thence South 71 degrees 35 minutes 45 seconds East, on said Southerly right-of-way line, a distance of 17.86 feet to the POINT OF BEGINNING; thence continuing South 71 degrees 35 minutes 45 seconds East, on said Southerly right-of-way line, a distance of 8.43 feet; thence Easterly, continuing on said Southerly right-of-way line, on a non-tangent curve to the left having an initial tangent bearing of South 71 degrees 31 minutes 09 seconds East, a radius of 1,025.00 feet, through a central angle of 02 degrees 44 minutes 10 seconds, an arc distance of 48.95 feet; thence departing said Southerly right-of-way line, South 16 degrees 26 minutes 15 seconds West, a distance of 4.00 feet; thence Westerly, on a non-tangent curve to the right having an initial tangent bearing of North 74 degrees 15 minutes 10 seconds West, a radius of 1,029.00 feet, through a central angle of 02 degrees 44 minutes 00 seconds, an arc distance of 49.09 feet; thence North 71 degrees 35 minutes 45 seconds West, a distance of 8.43 feet; thence North 18 degrees 28 minutes 55 seconds East, a distance of 4.00 feet to the POINT OF BEGINNING, containing 230 square feet, or 0.0053 acres, more or less.

**TRACT 31 – NORTHERN GOLF PARTNERS, LLC.:**

CONDEMNEE: Northern Golf Partners, LLC.

SITUS 9801 Falcon Valley Drive  
ADDRESS: Lenexa, KS 66220

Parcel ID: IP23570000 0001

MAILING Northern Golf Partners, LLC  
ADDRESS: 9801 Falcon Valley Drive  
Lenexa, KS 66220

### **Temporary Construction Easement**

All that part of Lot 1, Falcon Valley Golf Clubhouse, a platted subdivision in the Northwest Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the Northwest corner of said Lot 1, said point also being on the Northeasterly right-of-way line of Falcon Valley Drive as established in said Falcon Valley Golf Clubhouse plat; thence South 09 degrees 23 minutes 55 seconds East, on said Northeasterly right-of-way line, a distance of 55.28 feet to the POINT OF BEGINNING; thence departing said Northeasterly right-of-way line, South 54 degrees 24 minutes 03 seconds East, a distance of 128.29 feet; thence Southeasterly, on a curve to the left having a radius of 4,972.00 feet, through a central angle of 01 degree 37 minutes 20 seconds, an arc distance of 140.78 feet; thence South 56 degrees 01 minutes 23 seconds East, a distance of 135.51 feet; thence Southeasterly, on a non-tangent curve to the left having an initial tangent bearing of South 56 degrees 01 minute 49 seconds East, a radius of 2,067.00 feet, through a central angle of 02 degrees 49 minutes 15 seconds, an arc distance of 101.77 feet to a point on the Northeasterly right-of-way line of said Falcon Valley Drive; thence on said Northeasterly right-of-way line, the following six (6) courses: thence Westerly, on a non-tangent curve to the right having an initial tangent bearing of North 87 degrees 02 minutes 38 seconds West, a radius of 25.00 feet, through a central angle of 28 degrees 31 minutes 25 seconds, an arc distance of 12.45 feet to a point of compound curvature; thence Northwesterly, on a curve to the right having a radius of 2,070.00 feet, through a central angle of 02 degrees 29 minutes 24 seconds, an arc distance of 89.96 feet; thence North 56 degrees 01 minutes 23 seconds West, a distance of 135.51 feet; thence Northwesterly, on a curve to the right a radius of 4,975.00 feet, through a central angle of 01 degree 37 minutes 20 seconds, an arc distance of 140.86 feet; thence North 54 degrees 24 minutes 03 seconds West, a distance of 125.30 feet; thence North 09 degrees 23 minutes 55

seconds West, a distance of 4.24 feet to the POINT OF BEGINNING, containing 1,503 square feet, or 0.0345 acres, more or less.

**TRACT 32 – NORTHERN GOLF PARTNERS, LLC.:**

CONDEMNEE: Northern Golf Partners, LLC.

SITUS ADDRESS: Southeast corner of W 97<sup>th</sup> Terrace and Falcon Valley Drive, adjacent to Falcon Valley Drive.

Parcel ID: IF231301-1007

MAILING ADDRESS: Northern Golf Partners, LLC  
9801 Falcon Valley Drive  
Lenexa, KS 66220

**Temporary Construction Easement**

All that part of an unplatted tract of land in the Northwest Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, CLS-114, on April 14, 2023, as follows:

COMMENCING at the Northeast corner of Tract E, Falcon Valley Third Plat, a platted subdivision in said City of Lenexa; thence North 18 degrees 28 minutes 33 seconds East, a distance of 50.00 feet to a point on the Northeasterly right-of-way line of Falcon Valley Drive as established in said Falcon Valley Third Plat, and the POINT OF BEGINNING; thence Northwesterly, on said Northeasterly right-of-way line, on a non-tangent curve to the right having an initial tangent bearing of North 71 degrees 31 minutes 27 seconds West, a radius of 2,070.00 feet, through a central angle of 10 degrees 12 minutes 14 seconds, an arc distance of 368.65 feet to a point of compound curvature; thence Northwesterly, continuing on said Northeasterly right-of-way line, on a curve to the right having a radius of 25.00 feet, through a central angle of 33 degrees 02 minutes 58 seconds, an arc distance of 14.42 feet; thence Southeasterly, departing said Northeasterly right-of-way line, on a non-tangent curve to the left having an initial tangent bearing of South 60 degrees 56 minutes 32 seconds East, a radius of 2,066.00 feet, through a central angle of 10 degrees 34 minutes 55 seconds, an arc distance of 381.57 feet; thence South 71 degrees 35 minutes 45 seconds East, a distance of 16.87 feet; thence South 18 degrees 24 minutes 15 seconds West, a distance of 4.00 feet to a point on the Northeasterly right-of-way line of Falcon Valley Drive as established by Permanent Right-of-Way Grant, recorded in Book 9440, Page 517 in the Office of the Johnson County, Kansas Register of Deeds; thence North 71 degrees 35 minutes 45

seconds West, on said Northerly right-of-way line, a distance of 16.87 feet to the POINT OF BEGINNING, containing 1,578 square feet, or 0.0362 acres, more or less.

SECTION TWO: It is further authorized and provided that, as soon as practicable after the passage of this ordinance, action be initiated to exercise the power of eminent domain in accordance with K.S.A. 26-501, *et seq.*, the Eminent Domain Procedure Act, to condemn all lands and interests therein hereinbefore described.

SECTION THREE: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council this 20th day of June, 2023.

SIGNED by the Mayor this 20th day of June, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven D. Shrout, Assistant City Attorney

**ADDENDUM ONE**

THIS ADDENDUM ONE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Olsson, Inc. (“Consulting Engineer”), and the City of Lenexa, Kansas (“City”).

WHEREAS, City and Consulting Engineer (collectively “Parties”) entered into an Agreement dated November 15, 2022 (“Agreement”) for Consulting Engineer to provide professional engineering services/architectural services in connection with the Falcon Valley Drive, Woodland Road to Prairie Star Parkway Pavement Reconstruction Project (“Project”), as further described in the Agreement (“Agreement”); and

WHEREAS, the City desires to expand the scope of the Agreement and the Consulting Engineer has agreed to add utility location services by vacuum excavation for the Project, as outlined in Exhibit A to this Addendum, to the original Scope of the Agreement; and

WHEREAS, the Parties have agreed to increase the total compensation of the Agreement to compensate the Consulting Engineer for the additional work to be performed for the Project.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration received by Consulting Engineer, the parties agree as follows:

**SECTION ONE:** The Agreement is hereby amended to add the additional services, as further described in Exhibit A to this Addendum, to the scope of services provided by the Consulting Engineer pursuant to the Agreement. The City agrees to pay Consulting Engineer a fixed amount of Two Hundred Eight Thousand One Hundred Ninety-nine Dollars and no/100 (\$208,199.00), which is based on the performance of the additional services, as further described in Exhibit A to this Addendum.

**SECTION TWO:** All other terms and conditions of the Agreement shall remain in full force and effect.

**Executed on the day and year first written above.**

**CITY OF LENEXA, KANSAS**

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

**Approved as to Form:**

\_\_\_\_\_  
Steven D. Shrout, Assistant City Attorney

**OLSSON, INC.**

By: \_\_\_\_\_  
Jamie Fain, PE, Vice President

\_\_\_\_\_  
Bryan Blizzard, PE, Lead Project  
Manager/Transportation

**SCOPE OF SERVICES  
Supplemental Agreement #1  
Falcon Valley Drive - (Woodland Road to Prairie Star Parkway)  
Pavement Reconstruction Project  
Lenexa, Kansas**

The Basic Services provided by Olsson for this supplemental agreement shall be as outlined below. The work will generally consist of the following:

**Task 1 – Preparation of ROW acquisition documents (\$7,683.00)**

**Task 2 – Notice of intent/SWPPP (\$5,932.00)**

**Task 3 – Aerial images during of the construction project (\$3,120.00)**

**Task 4 - Construction observation and administration (\$123,495.00)**

**Expenses, including material testing (\$67,969.00)**

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**Total Fee of Supplemental #1: \$208,199.00**

**Task 1 – Preparation of ROW acquisition documents**

- 1.1 Olsson will obtain title work for eight tracts of land where easements documents will be prepared.
- 1.2 Olsson will prepare legal descriptions and tract maps for four sidewalk easements and five temporary construction easements.

**Task 2 – Notice of intent/SWPPP**

- 2.1 Olsson will prepare and submit a Notice of Intent to the Kansas Department of Health and Environment including the \$60 permit fee.
- 2.2 Olsson will submit the necessary agency letters including the Kansas Historic Preservation and the Kansas Wildlife Offices.
- 2.3 Olsson will prepare the Stormwater Pollution Prevention Plan (SWPPP).

**Task 3 – Aerial images during of the construction project**

- 3.1 Olsson will utilize an unmanned aerial vehicle to obtain aerial pictures and videos of the construction project. Pictures and video will be obtained before construction kicks-off, at about halfway through the project duration, and at project completion.

**Task 4 - Construction observation and administration**

Olsson shall provide a construction observation representative and project manager. The tasks shall consist of the following items:

- Pre-construction reviews of plans, quantities, and specifications

## Exhibit A

- Coordination of design issues during construction
- Full-time construction inspection and documentation
- Part-time construction administration and coordination with the City of Lenexa
- Review of Pay Application and Change Orders
- Post-construction activities to determine that project is completed and accepted by all parties.

Olsson shall provide the following services (Scope of Services) to the Client for the Project by the construction observer and project manager:

- 4.1. Attend progress meetings at least monthly and at other times as required for work progress (no more than 5 meetings). The contractor will preside over construction meetings and prepare and distribute meeting minutes. Lead Construction Representative to attend weekly construction meetings if required.
- 4.2. Monitor project traffic control on a periodic basis. The proper installation and maintenance of all traffic control facilities is the Contractor's sole responsibility.
- 4.3. Be on-site in a full-time capacity when Contractor is performing milling, asphaltic concrete, concrete curb, concrete sidewalks, sodding, to perform subgrade reviews, verify mitigation of unsuitable subgrades and materials, and any other items noted in the construction documents.
- 4.4. When on-site compile a diary documenting weather conditions, Contractor(s) construction activity, Contractor's personnel, and equipment used and finalize in an electronic report format. The city will be provided access to this system.
- 4.5. Maintain documentation of contract pay items, as incorporated into the project.
- 4.6. Advise Owner and Contractor, or its superintendent, immediately of the commencement of any work requiring a shop drawing submission, if the submission has not been accepted by the design professional or Owner.
- 4.7. Keep and maintain project files of the Contractor's certifications of materials incorporated into the project.
- 4.8. Determine whether Contractor is generally adhering to the specifications and plan documents, and schedule on-going observations.
- 4.9. Report to Owner, giving opinions and suggestions based on observations regarding defects or deficiencies in Contractor's work and relating to compliance with plans, specifications, and design concepts.
- 4.10. Olsson will provide a short weekly briefing to the City's Project Manager via email at the completion of each week's activities that provides an update on completed work and proposed work for the following week.
- 4.11. Assist Owner in preparation and review of pay applications and change orders.
- 4.12. Verify pay items with Contractor, review monthly pay applications, and recommend and present pay applications to Owner.
- 4.13. Provide transportation, equipment, tools, and incidentals, as necessary, to perform construction site monitoring services.
- 4.14. Attend one (1) walk-through upon project completion. Compile notes and distribute the final punch list to the prime Contractor and Owner.
- 4.15. Complete and submit to the Owner final paperwork required by contract documents.
- 4.16. Review final pay estimate and the final change order with the Owner.



Following completion of the project, Olsson will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

Any additional effort or schedule delays will be billed at similar unit rates as listed. Should the consultant incur more hours than estimated or the contractor incur delays or additional working days beyond the estimated timeframe, the client will be notified for authorization of additional fees.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**Assumptions**

1. No environmental or other permitting services will be required.
2. No public involvement is included in this scope. City will mail notification of construction letters. Olsson will communicate with residents as needed but defer to the City for any decisions for conflict resolutions required.
3. 10 hour working day per typical assumptions for similar projects.
4. Fieldwork to be completed in 105 calendar days and assumes 72 working days (July 10, 2023 – October 20, 2023).
5. Services provided on the weekends, legal holidays, or in excess of 10 hours per day will be invoiced at 1.5 times the listed hourly rate.
6. On-site safety is responsibility of the general contractor and their subcontractors.

**Exclusions**

1. All shop drawing and material submittals will be performed by the engineer of record (Olsson) as part of the original design contract.
2. No SWPPP documentation will be performed, but recommendations may be completed as part of field observations. SWPPP documentation and inspection is the contractor's responsibility.
3. No services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period (if any). Such services can be contracted later if requested by the Owner.
4. It is assumed that utilities will be relocated prior to construction and relocations needed during construction will require minimal coordination. Utility coordination shall be completed by the Contractor upon award of the project.
5. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
6. No time has been included for Olsson to produce and provide as-built drawings. The contractor is to be responsible for providing as-built elevations for the constructed improvements.

**Construction Materials Testing Scope of Services**

This proposal is based on a review of Olsson’s project civil plans dated March 31, 2023.

Construction observation and testing services have been requested for pavement aggregate base, concrete, and asphaltic concrete. We propose to provide our observation and testing services in the following manner:

**Subgrades / Fill Placement / Utility Trench Backfill** – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proof rolled with a fully loaded tandem axle dump truck. Field density tests will also be performed in the exposed subgrade soils to determine the in-place compaction and moisture content of the subgrade soils.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the alignment of the roadway and within segments of the utility trenches backfilled within proposed pavement areas.

**Concrete** - Field tests, including slump, air entrainment, unit weight, and temperature, will be performed on samples of concrete obtained from curb and pavement areas. Sets of five (5) cylinders will be cast from the concrete used in the construction of the referenced areas for compressive strength testing.

**Asphaltic Concrete Pavements** – Samples of the base and surface mixes delivered to the site will be obtained for laboratory testing. One sample will be obtained for each day’s paving. The tests performed will consist of asphalt extraction and gradation, percent air voids, theoretical specific gravity, gyratory compaction (2-point), and asphalt core densities.

**Reporting** - Olsson’s field professionals will prepare typed field reports summarizing each day’s field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Deficiencies observed during testing will be noted and brought to the immediate attention of the Field Representative.

Field reports will be reviewed by our project engineer and summarized in bi-weekly letters transmitted to the Client and Field Representative. Olsson is not responsible for the Contractor’s means or methods and does not have the obligation or authority to stop Contractor’s work. Olsson’s responsibility is to report our field observations and test results to the Contractor and Client as provided herein.

**Safety** – It is the responsibility of the general contractor or their subcontractors to provide OSHA compliant barriers or barricades around excavations greater than 6 feet in

## **Exhibit A**

depth. It is also the responsibility of the general contractor or their subcontractors to provide safe access to work requiring observation or testing by the independent special inspector and tester. In instances where barriers or barricades are not provided or work requiring observation or testing must be performed while within the area protected by barriers or barricades, the contractor should supply an anchorage point to which the special inspector or tester can tie off to be compliant with OSHA fall protection requirements. The anchorage point should be provided near excavations where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved (like a drill rig or piece of earth working equipment).

# Pavement Reconstruction Program

Falcon Valley Drive  
Woodland Road to Prairie Star Parkway

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June 20, 2023



# Falcon Valley Drive Project Summary

- PCI Rating: Poor
- Total Project Costs: \$3,900,000
- Planned Improvements:
  - Fully reconstruct subgrade and asphalt pavement.
  - Install underdrains where needed.
  - Construct 5' sidewalks where needed.
  - Improve street lighting to current standards



# Schedule

- Open House – Thursday, April 20, 2023
- Bids Received – Wednesday, June 14, 2023
- Award Contract to McConnell & Associates  
– Today, June 20, 2023
- Anticipated Notice to Proceed – July 10, 2023
- Project Length – 105 Calendar Days  
~3 Weeks per Phase
- Anticipated Completion – Late Fall



# Phasing Plan





# Questions