



Agenda

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

**SEPTEMBER 19, 2023
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES

August 22, 2023 Special City Council meeting draft minutes and September 5, 2023 City Council meeting draft minutes (located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS

National Diaper Need Awareness Week - Sept 18-24;
National Community Planning Month - October

CONSENT AGENDA

Item Numbers 1 through 7

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

1. Acceptance of drainage and stormwater easements and rights-of-way as shown on Canyon Creek 100th Street, Final Plat

Canyon Creek 100th Street, Final Plat, will be a new public street between 99th Street and Canyon Creek Boulevard. Easements and rights-of-way are being dedicated to the City as part of the final plat.

2. Acceptance of utility, drainage, sidewalk, and landscape easements and rights-of-way as shown on Silverleaf, Second Plat

Silverleaf, Second Plat is a single-family residential development on 10.9 acres at the northeast corner of 95th Street & Monticello Road. Easements and rights-of-way are being dedicated to the City as part of the final plat.

3. Resolution approving the closure of Penrose Lane from eastbound 87th Street Parkway to 88th Street for Friday Night Sound Bites on October 27, 2023

The Public Market plans to co-host a Halloween-themed Friday Night Sound Bites in partnership with Made in KC Marketplace. The road closure will allow the Public Market to obtain a temporary event permit from the Kansas Division of Alcoholic Beverage Control (ABC) to allow both the Market and Made in KC Marketplace to extend their respective licensed/permitted premises onto the street for the duration of the event.

4. Resolution approving Addendum Five to the agreement with RubinBrown L.L.P. for professional auditing services

In 2018, the City entered into a professional auditing services agreement with RubinBrown, L.L.P. This agreement has been renewed in one-year increments, currently through October 2023. Addendum Five will extend the agreement for an additional year for an estimated \$80,500.

5. Resolution authorizing the Mayor to execute a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the purchase and maintenance of body-worn cameras, a digital evidence management system, electronic control devices, and interview rooms

The Lenexa Police Department is requesting to execute a new master services agreement (MSA) with Axon Enterprises, Inc. and add Axon Investigate to the current platform. Axon Investigate will enable interview room recording at the new Justice Center. With a new MSA, the City can take advantage of bundled pricing and benefit from technology upgrades. The total cost over five years is \$1,227,293.44.

6. Resolution approving and authorizing the Mayor to execute an agreement with Asset Health to administer the City's employee wellness program for a three-year period beginning January 1, 2024 and ending December 31, 2026

Cerner Health Connections, the City's current health and wellness program administrator, has stopped offering this service. Staff recommends entering a three-year agreement with Asset Health, at an estimated cost of \$36,556 annually, to administer the City's employee health and wellness program.

7. Ordinance incorporating by reference the 2023 Standard Traffic Ordinance and repealing existing City Code Section 3-8-A-1

The proposed ordinance will incorporate by reference the 2023 Standard Traffic Ordinance into the City Code, along with specific changes and additions previously adopted.

END OF CONSENT AGENDA

BOARD RECOMMENDATIONS

- 8. Ordinance approving a three-year special use permit for a personal instruction, general use for A Greater You located at 9900 Pflumm Road, Suite 44 in the BP-2, Planned Manufacturing District

The applicant proposes to operate a soccer training facility in a 7,700 square foot facility, which requires a special use permit.

- 9. Ordinance approving a five-year special use permit for a medical clinic use for NeuroEdge Chiropractic, LLC located at 13100 W. 95th Street, Suite 3A, in the NP-O, Planned Neighborhood Office District

The applicant proposes to operate a chiropractic clinic within the NP-O District, which requires a special use permit.

- 10. Ordinance approving a five-year special use permit for a medical clinic use for Headache Relief Center located at 8807 Long Street in the NP-O, Planned Neighborhood Office District

The applicant proposes to operate a chiropractic clinic within the NP-O District, which requires a special use permit.

- 11. Consideration of a preliminary plan/plat for a single-family residential subdivision known as Falcon Farm, located near the northeast corner of 101st Street & Lone Elm Road within the R-1, Single-Family Residential District

The applicant proposes a single-family residential development known as Falcon Farm near the northeast corner of 101st Street & Lone Elm Road. The preliminary plan/plat includes 66 single-family lots and 8 tracts on 30 acres.

- 12. Consideration of a preliminary plan/plat for a multi-family residential development known as Canyon Creek Apartment Homes, located near the northeast corner of K-10 Highway & Canyon Creek Boulevard within the RP-4, Residential Planned (High-Density) District and the RP-2, Residential Planned (Intermediate-Density) District

The applicant proposes a multi-family residential development known as Canyon Creek Apartment Homes near the northeast corner of K-10 Highway & Canyon Creek Boulevard. The preliminary plan/plat includes five multi-family buildings totaling 212 dwelling units and 205,000 square feet on 17.62 acres.

NEW BUSINESS None

COUNCILMEMBER REPORTS

STAFF REPORTS

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.

ADJOURN

APPENDIX

13. August 22, 2023 Special City Council meeting draft minutes
14. September 5, 2023 City Council meeting draft minutes
15. National Diaper Need Awareness Week Proclamation
16. National Community Planning Month Proclamation
17. Item 4 -- City Audit Engagement Letter
18. Item 4 -- Firefighter's Relief Audit Engagement Letter
19. Item 6 -- Asset Health Agreement
20. Item 7 -- Standard Traffic Ordinance - redline

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

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



**CITY COUNCIL
MEMORANDUM**

ITEM 1

SUBJECT: Acceptance of drainage and stormwater easements and rights-of-way as shown on Canyon Creek 100th Street, Final Plat

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Accept the drainage and stormwater easements and rights-of-way as shown on Canyon Creek 100th Street, Final Plat.

APPLICANT/DESIGN PROFESSIONAL:

Schlagel & Associates

OWNER:

Speedway II, LLC

PROPERTY LOCATION/ADDRESS:

Between 99th Street and Canyon Creek Boulevard

PROJECT BACKGROUND/DESCRIPTION:

The final plat for Canyon Creek 100th Street, accommodating a new public street, is comprised of 5.6 acres and is located between 99th Street and Canyon Creek Boulevard. The plat contains one tract known as Tract "A" which is designated as "Stormwater Quality/Quantity Easement" or "BMP/E" and is maintained by the owner. Drainage easements and rights-of-way are also being dedicated to the City with this final plat.

STAFF RECOMMENDATION:

Acceptance of the easements and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 9 at the August 28, 2023 Planning Commission meeting. One resident, John Marshal, made a public comment and asked if 100th Street would be completed in time to utilize it for construction truck traffic at the adjacent multi-family residential development. Chairman Poss responded that based on the previous application for Canyon Creek Apartment Homes, 100th Street will be completed before they start building vertically. The Commission discussed easements and rights-of-way and how dedications and easements can be recorded by separate instruments.

Chairman Poss entertained a motion to recommend **APPROVAL** for a preliminary plat and final plat for Canyon Creek 100th Street, a new public street to connect 99th Street to Canyon Creek Boulevard. Moved by Commissioner Horine, seconded by Commissioner Burson, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Responsible Economic Development

ATTACHMENTS

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



Document Path: C:\Users\cdogan\Documents\ArcGIS\Projects\Vicinity Map 100th Street\Vicinity Map 100th Street Vicinity Map 100th Street.aprx

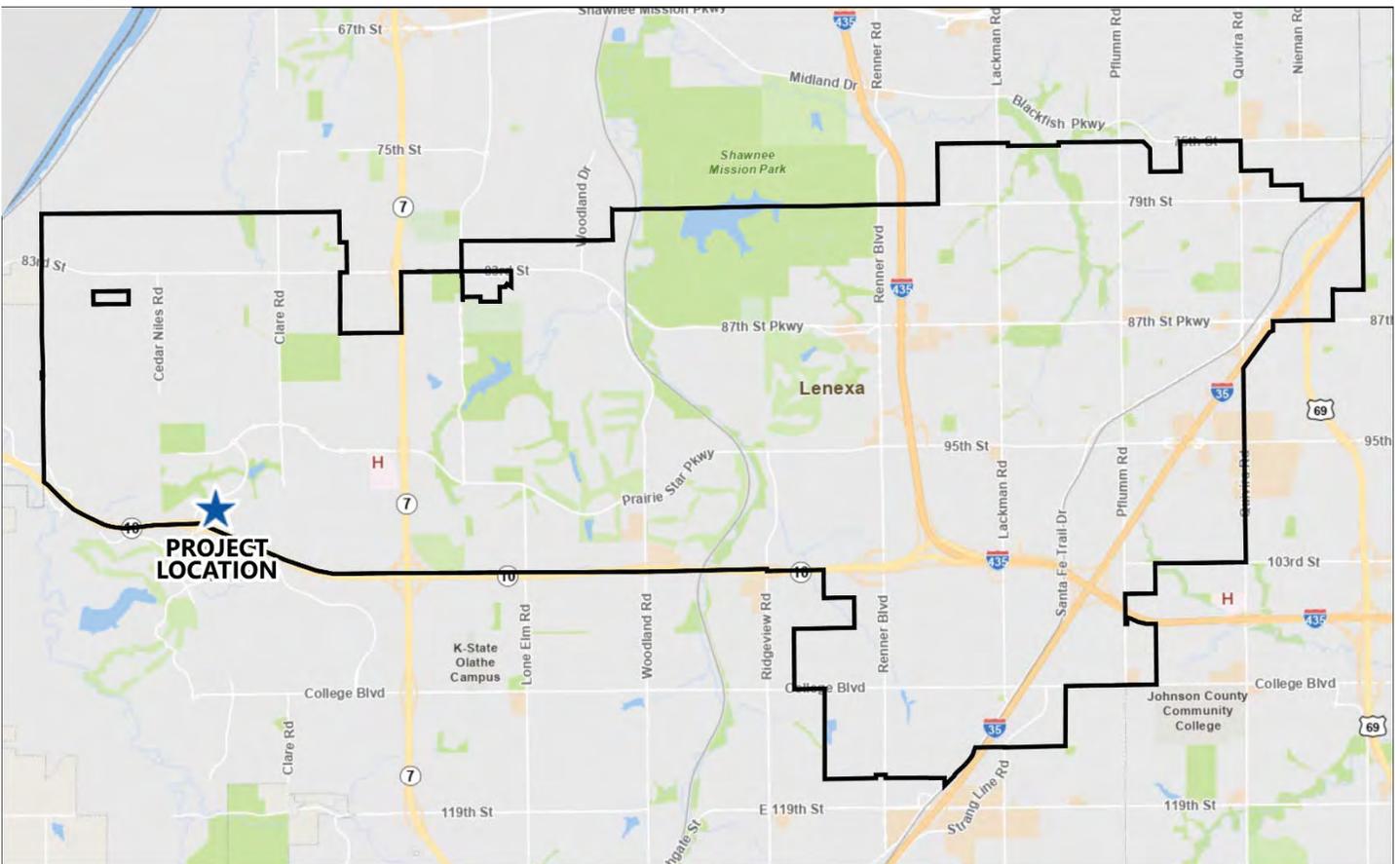
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For further information, please call 913-477-7500

Canyon Creek 100th Street



CANYON CREEK 100TH STREET

Project #:	PT23-04P & PT23-18F	Location:	Connection between Canyon Creek Boulevard and West 99 th Street
Applicant:	Schlagel Associates	Project Type:	Preliminary Plat, Final Plat
Staff Planner:	Logan Strasburger	Proposed Use:	Public street



PROJECT SUMMARY

The applicant proposes a preliminary and final plat to be considered simultaneously for 100th Street, a public street that will connect Canyon Creek Boulevard and W. 99th Street. The concept plan for this road network was approved in February 2023 (PL22-04CP). The development of 100th Street includes dedication of right-of-way and a tract dedicated to the future owners of the land. The applicant requests approval of both a preliminary and final plat for the development of this street. This project does not require a public hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

The Lenexa Planning Commission completed a public hearing for a concept plan and rezoning of a 112-acre mixed-use development known as Cedar Canyon West (PL22-04CP and RZ22-09) on November 7, 2022. The rezoning request included a change of zone from AG, Agricultural and CP-2, Planned Community Commercial Zoning Districts to the CP-2, Planned Community Commercial, RP-2, Planned Residential (Intermediate-Density), RP-5, Planned Residential (High-Density), CP-O, Planned General Office and BP-2, Planned Manufacturing Zoning Districts. The Planning Commission submitted a recommendation for approval of all applications to the City Council. After a staff presentation, applicant presentation, and public comment on the applications on December 6, 2022, the City Council voted unanimously to return both applications to the Planning Commission for further discussion, review, and consideration of the following specific items related to the project:

1. Discuss and consider whether the applicant's proposed density and concept plan for the multi-family residential component of the development, known as Tract 4, could be accommodated by a lesser zoning district, particularly the RP-4 District; and
2. Discuss truck traffic as it relates to the business park/industrial component of the development, known as Tract 7, and whether the concept plan should include a condition that this proposed land use is supportable only if/when appropriate street infrastructure and truck routes are available to serve the project. Specifically discuss whether the interchange of Clare Road and K-10 Highway will be necessary to support the project.

The applications were again heard by the Planning Commission on January 9, 2023, with a modified rezoning request that included rezoning to RP-4 with a height deviation instead of RP-5. A truck traffic analysis was conducted to illustrate potential truck routes dependent upon existing and future infrastructure. The Planning Commission voted for a recommendation of approval. The remanded application was presented to the Governing Body on February 7, 2023. At which time the rezoning request and concept plan were approved with one deviation:

1. A building height deviation for the two easternmost buildings of Tract 4 to allow a maximum height of 48 feet (four stories) on the east sides of the buildings.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
5.6	None	RP-2, RP-4, CP-2	Community Commercial Center, Office/Research & Development, Medium Density Residential

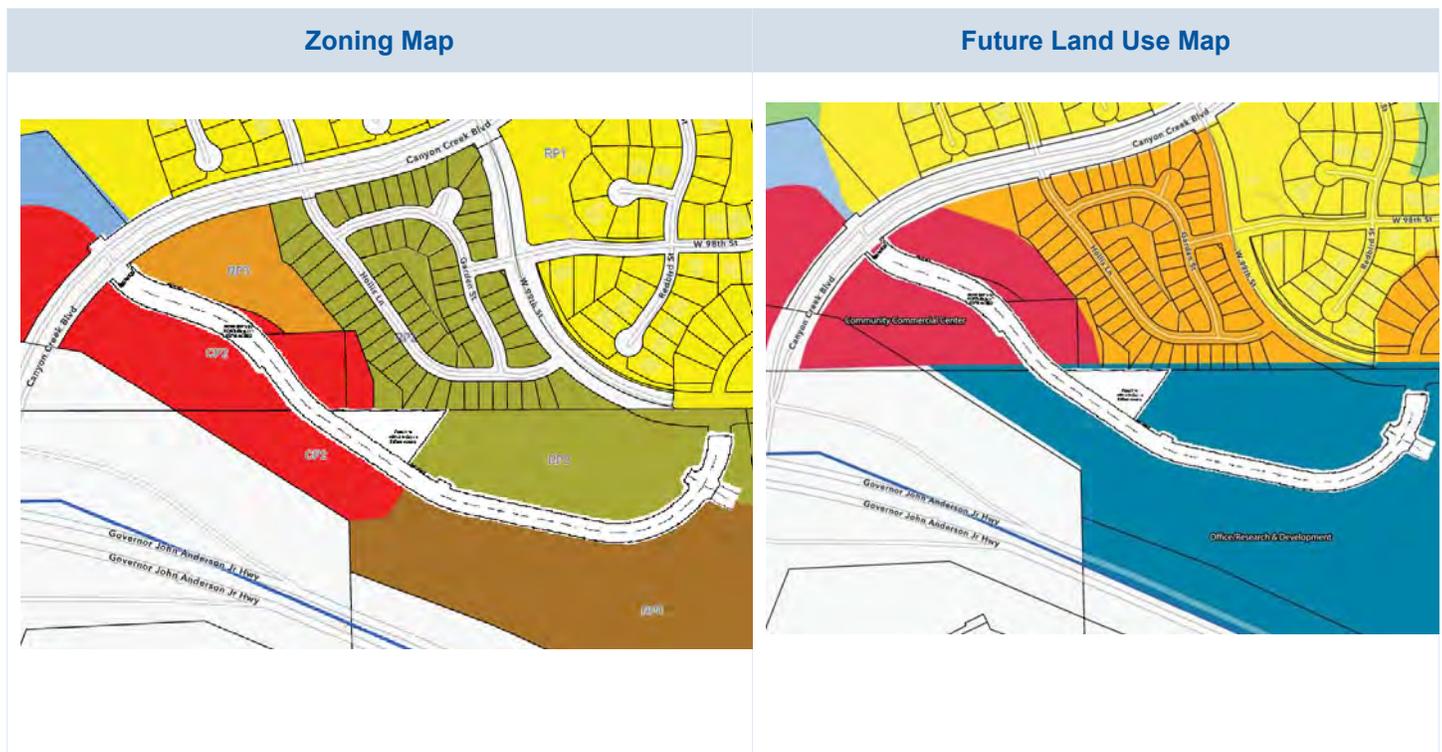


Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

The proposed future uses along 100th Street include multi-family residential and community commercial. All development applications are subject to preliminary and final plan review. This application is strictly for platting a new public street and no other land uses are associated with this application.

The current Comprehensive Plan designates areas along 100th Street as Community Commercial Center, Office/Research & Development, and Medium Density Residential; however, given that the Governing Body recently approved a rezoning and concept plan for this mixed-use development, Staff is recommending to the consultant working on the Comprehensive Plan that the Future Land Use designations for this area be updated to align with recent land use approvals. The new Comprehensive Plan is anticipated to be completed Winter 2023.



PRELIMINARY/FINAL PLAT REVIEW

This application is for a new public street comprised of approximately 5.6 acres of land that is zoned CP-2, RP-2, and RP-4. The plat contains one tract (Tract A), which will be dedicated to the owner of the land for stormwater quality BMPs for future development.

Staff is currently working with the applicant to finalize an appropriate layout of the roadway in order to clearly identify necessary right-of-way. The right-of-way shown with these plats reasonably represents the widths required to appropriately design and construct the anticipated roadway. However, should it be found at final design that minor additional right-of-way is necessary, this can be obtained via separate instrument prior to the construction beginning.

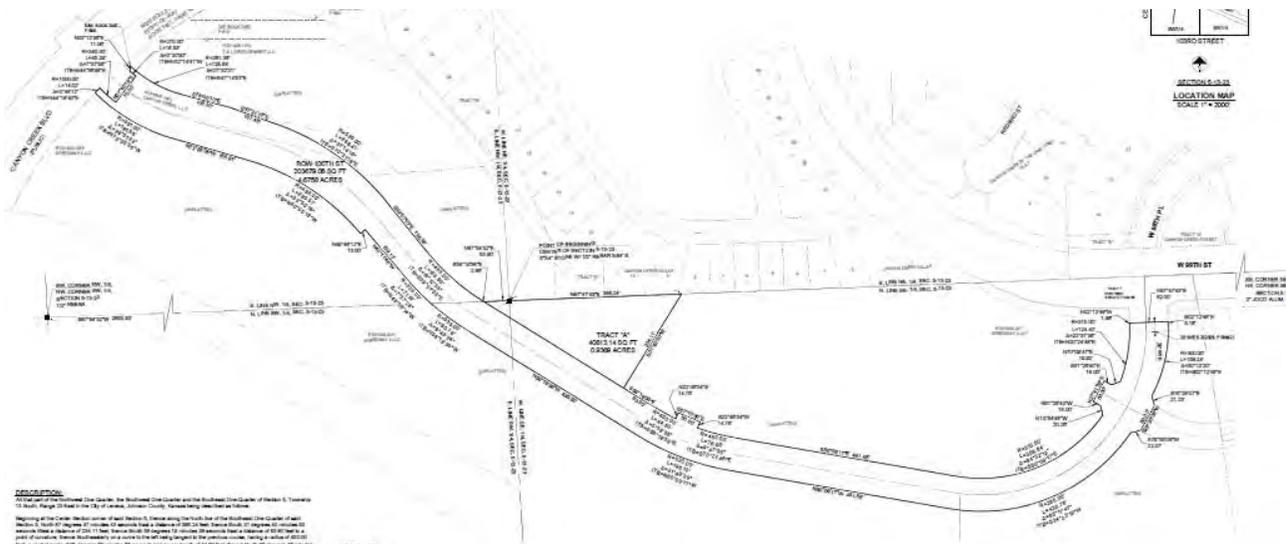


Exhibit 2: Excerpt from the Final Plat.

Notable elements of the plat:

- 100th Street is a collector street, generally consisting of 3 lanes, one lane in each direction with a center turn-lane, and additional turn lanes as appropriate at various intersections (such as 100th Street and Canyon Creek Boulevard) as necessary.
- There are seven points of access; one of which connects to the proposed Canyon Creek Apartments, two that will serve a future street for low-medium density residential neighborhood, and two that will serve future commercial development, and two that will connect both ends of 100th Street between Canyon Creek Boulevard and 99th Street.
- Tract A is to be owned and maintained by the owner of the future development in which this tract will be dedicated to.
- Sidewalks are located on both sides of the street.

Dedications and easements on the final plat will include:

- Right-of-way shall be dedicated to the City of Lenexa.
- A utility easement shall be dedicated to the City of Lenexa.
- A drainage easement shall be dedicated to the City of Lenexa.
- A sanitary sewer easement shall be dedicated to Johnson County Wastewater.
- A water easement shall be dedicated to WaterOne.
- A stormwater BMP easement shall be dedicated to the City of Lenexa.

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 September 19, 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 Final Plat for Canyon Creek 100th Street.**
- The project is consistent with Lenexa's goals through ***Strategic Community Investment*** and ***Responsible Economic Development*** to create ***Integrated Infrastructure and Transportation and Vibrant Neighborhoods***.

PRELIMINARY PLAT

Staff recommends **approval** of the preliminary plat for PT23-04P – **Canyon Creek 100th Street**, a new public street between Canyon Creek Boulevard and W. 99th Street.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-18F – **Canyon Creek 100th Street**, a new public street between Canyon Creek Boulevard and W. 99th Street.

1. **Canyon Creek 100th Street - Consideration of a preliminary plat and final plat for a public street to connect W. 99th Street southwesterly to Canyon Creek Boulevard within the CP-2, Planned Community Commercial, RP-2, Planned Residential (Intermediate Density), and RP-4, Planned Residential (High Density) Districts. PT23-04P & PT23-18F**

APPLICANT PRESENTATION

Dan Foster said they are requesting a preliminary plat for the right-of-way and Tract A, which is a detention basin. They are building it with this project to contain any additional runoff coming from the street. There may be minor adjustments because of the curb type and median.

STAFF PRESENTATION

Logan Strasburger presented the Staff Report. She said this will be a public street that connects Canyon Creek Boulevard to West 99th Street. There is a total of 5.6 acres utilized for the entire road and Tract A. She described the surrounding uses. The future owner will maintain Tract A but the City of Lenexa will have an easement for stormwater BMPs. Staff recommends approval of the preliminary and final plat for Canyon Creek 100th Street.

PUBLIC SPEAKER

John Marshal, 9884 Hollis Lane, asked if 100th Street will be completed prior to construction commencing for the adjacent multi-family residential development. Chairman Poss responded that based on information provided for the multi-family residential development, the developer will complete 100th Street before they start building that development vertically.

PLANNING COMMISSION DISCUSSION

Commissioner Horine said upon reading the Staff Report he saw there are easements. He wasn't sure if we dedicate easements for rights-of-way. Dan Foster said the waterline will not be in the easement so it will be dedicated by a separate instrument. The applicant is still in design for the sanitary sewer, and it will also be dedicated outside of the right-of-way by a separate instrument. There will be drainage easements at the intersections.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat, PT23-04F and final plat, PT23-18F for **Canyon Creek 100th Street**, a new public street between Canyon Creek Boulevard and W. 99th Street.

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



ITEM 2

SUBJECT: Acceptance of utility, drainage, sidewalk, and landscape easements and rights-of-way as shown on Silverleaf, Second Plat

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Accept the utility, drainage, sidewalk, and landscape easements and rights-of-way as shown on Silverleaf, Second Plat.

APPLICANT:

David Rinne, Schlagel & Associates

OWNER:

Silverleaf Development, LLC

PROPERTY LOCATION/ADDRESS:

Northeast corner of 95th Street & Monticello Road

PROJECT BACKGROUND/DESCRIPTION:

This is a final plat for the second phase of the Silverleaf Subdivision, which contains 27 single-family residential lots on 10.9 acres. The preliminary plan/plat was previously approved for two-family (duplex) lots. The final plat has been revised to provide single-family lots, but is otherwise consistent with the preliminary plan/plat, which was approved by the Governing Body on May 19, 2020.

The development includes construction of a new public street and related infrastructure improvements. The applicant received approval from the Planning Commission for three types of deviations from the Unified Development Code (UDC). The deviation requests are related to lot width, lot area, and front yard setback and affect multiple lots. A greater quantity of smaller lots will be accommodated. The requested deviations for lot width and front yard setback will allow lot width and setback equal to what was approved for phase one of the subdivision, Silverleaf, First Plat. The requested deviation for lot area is slightly greater than what was approved with the first phase, which received a deviation to allow a minimum lot area of 7,225 square feet. Only Lot 63 is proposed to be less than the minimum, at 7,107 square feet.

The property is zoned RP-2, Planned Intermediate Density Residential, and the intended use is a single-family subdivision. The lots in the Second Plat will be too small for future development as two-family (duplex) lots. The zoning district regulations for RP-2 apply to the lots within the Second Plat and the deviations requested have been evaluated against the RP-2 standards. A note has been added to the plat to stipulate that the lots are for single dwellings.

STAFF RECOMMENDATION:

Acceptance of the easements and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 1 at the August 28, 2023 Planning Commission meeting.

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

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

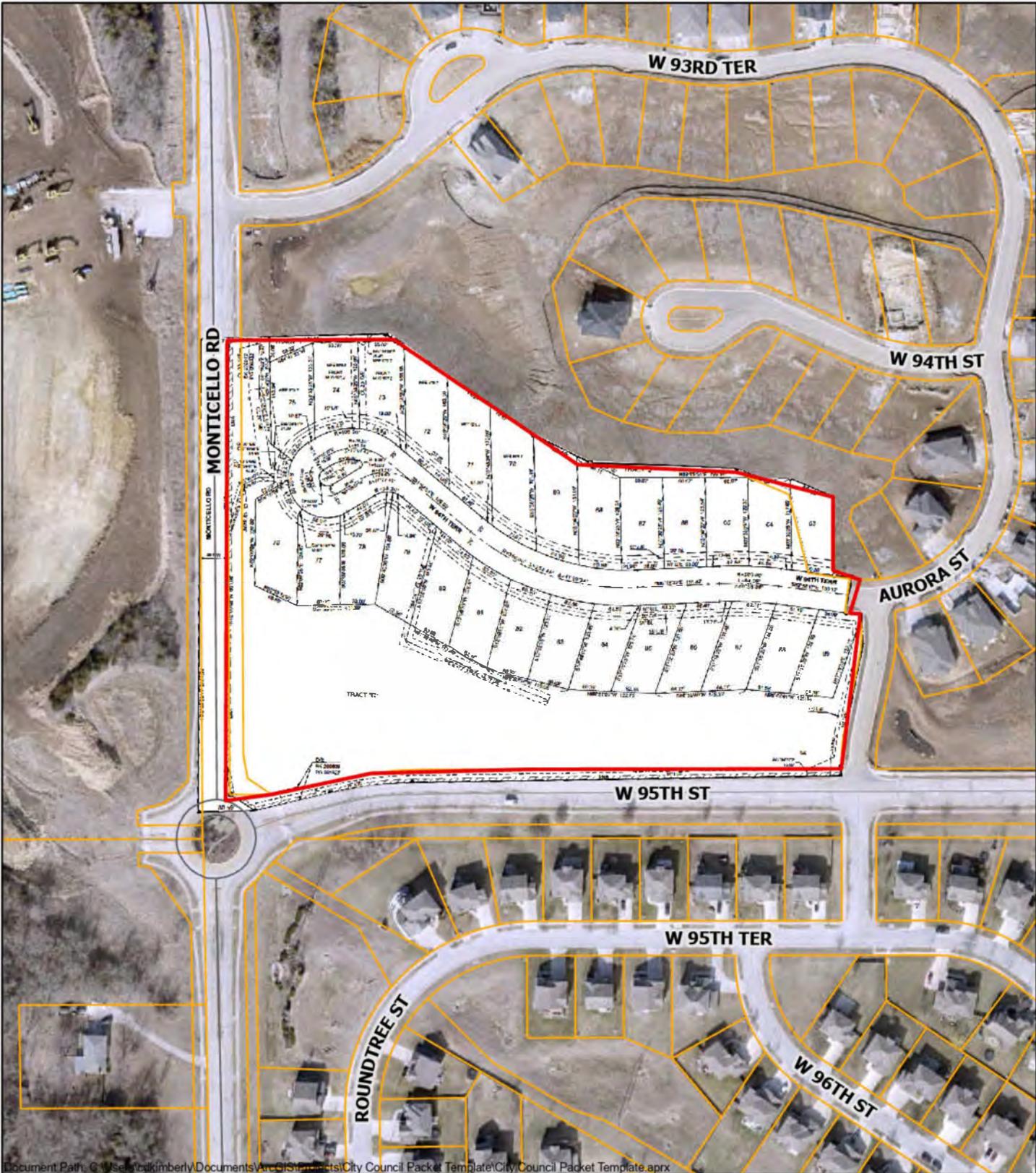
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

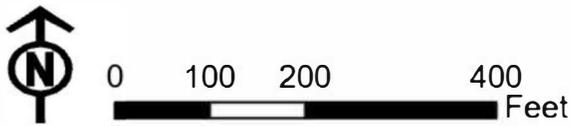
1. Map
2. Plat
3. PC Staff Report & Exhibits
4. PC Draft Minutes Excerpt



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

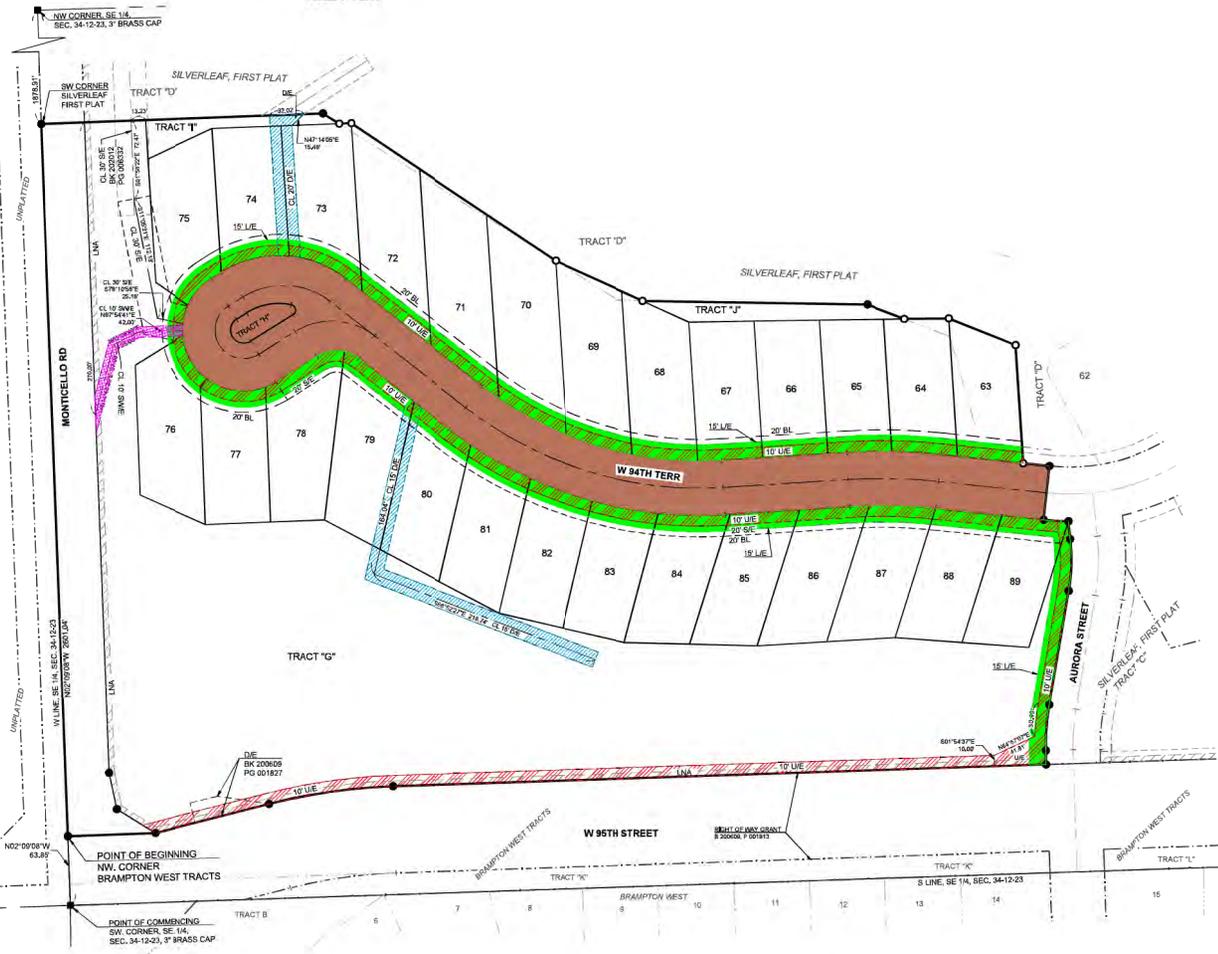
Silverleaf, Second Plat



EASEMENT EXHIBIT
SILVERLEAF, SECOND PLAT
 PART OF THE SOUTHEAST 1/4 OF SEC. 34-12-23
 IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



SECTION 34-12-23
 LOCATION MAP
 SCALE 1" = 200'



DEDICATIONS:
 The undersigned proprietor of the above-described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "SILVERLEAF, SECOND PLAT".

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

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

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

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

A 15-foot-wide Landscape Easement or "LE" on lots and tracts adjacent to and parallel with West 94th Terrace and Aurora Street, Street Right-of-Way Lines is hereby dedicated to the City of Lenexa, Kansas, and the Homeowners Association. Maintenance of this "LE" shall be the responsibility of the lot owner.

An easement or license to enter upon, locate, construct and maintain, or authorize the location, construction or maintenance and use of sidewalks, upon and over those areas outlined and designated on this plat as "Sidewalk Easement" or "SWE" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located or maintained in any area of the "UE" that crosses or intersects with a "SWE".

RESTRICTIONS:
 The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the Declaration of Covenants, Conditions and Restrictions which will be filed at the Office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set forth herein. All property owners in this subdivision are required to be members of the Homeowners Association referenced in the Declaration.

Tracts "G", "I" and "J" are to be owned by the (Silverleaf Community Association, Inc.) (hereafter, the "HOA") and shall be used for open space and stormwater treatment. Maintenance of said tracts shall be the responsibility of the HOA. Membership in the HOA shall be mandatory for each property owner and their future heirs and successors as shown on this plat, and for each property owner and their future heirs and successors of property that later become part of this subdivision. In the event the HOA no longer lawfully exists or fails to maintain these tracts, then maintenance shall be the responsibility, shared equally, of the owners of property that are part of this subdivision, whether before platting or by joining the subdivision in a later development phase.

Tract "H" is dedicated as right-of-way to be owned by the City. Landscaping within said tract is to be maintained by the HOA.

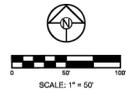
Limits of No Access (LNA) from Tract "G" to MONTICELLO ROAD and 95th STREET is shown hereon.

APPROVALS:
 Approved by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this ___ day of _____, 20__

Chris Pois, Chairman

Approved by the Governing Body of the City of Lenexa, Johnson County, Kansas, this ___ day of _____, 20__

Michael A. Boehm, Mayor
 Jennifer Martin, City Clerk



SCALE: 1" = 50'

BASIS OF BEARINGS:
 FINAL PLAT OF BRAMPTON WEST
 S 1/4, SE 1/4, SEC. 34-12-23
 NW 95 23'E

- LEGEND:**
- FOUND MONUMENT AS NOTED
 - FOUND 1/2" REBAR W/ 5/16" CAP UNLESS OTHERWISE NOTED
 - SET 1/2" REBAR W/ 5/16" CAP UNLESS OTHERWISE NOTED
 - D/E - DRAINAGE EASEMENT
 - RAW - RIGHT-OF-WAY
 - SSE - SANITARY SEWER EASEMENT
 - UE - UTILITY EASEMENT
 - - - EXISTING LOT AND PROPERTY LINES
 - - - EXISTING PLAT AND RW LINES

- SETBACKS:**
- FRONT - 20 FEET
 - CORNER LOT STREET SIDE - 20 FEET
 - REAR - 20 FEET
 - INTERIOR SIDE - 7 FEET

SCHLAGEL
 ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 14020 West 107th Street • Lenexa, Kansas 66216
 PH: (913) 404-1100 • FAX: (913) 404-3400 • WWW.SCHLAGELASSOCIATES.COM
 Kansas State Certificate of Authority
 KCSLA 001820-00000000

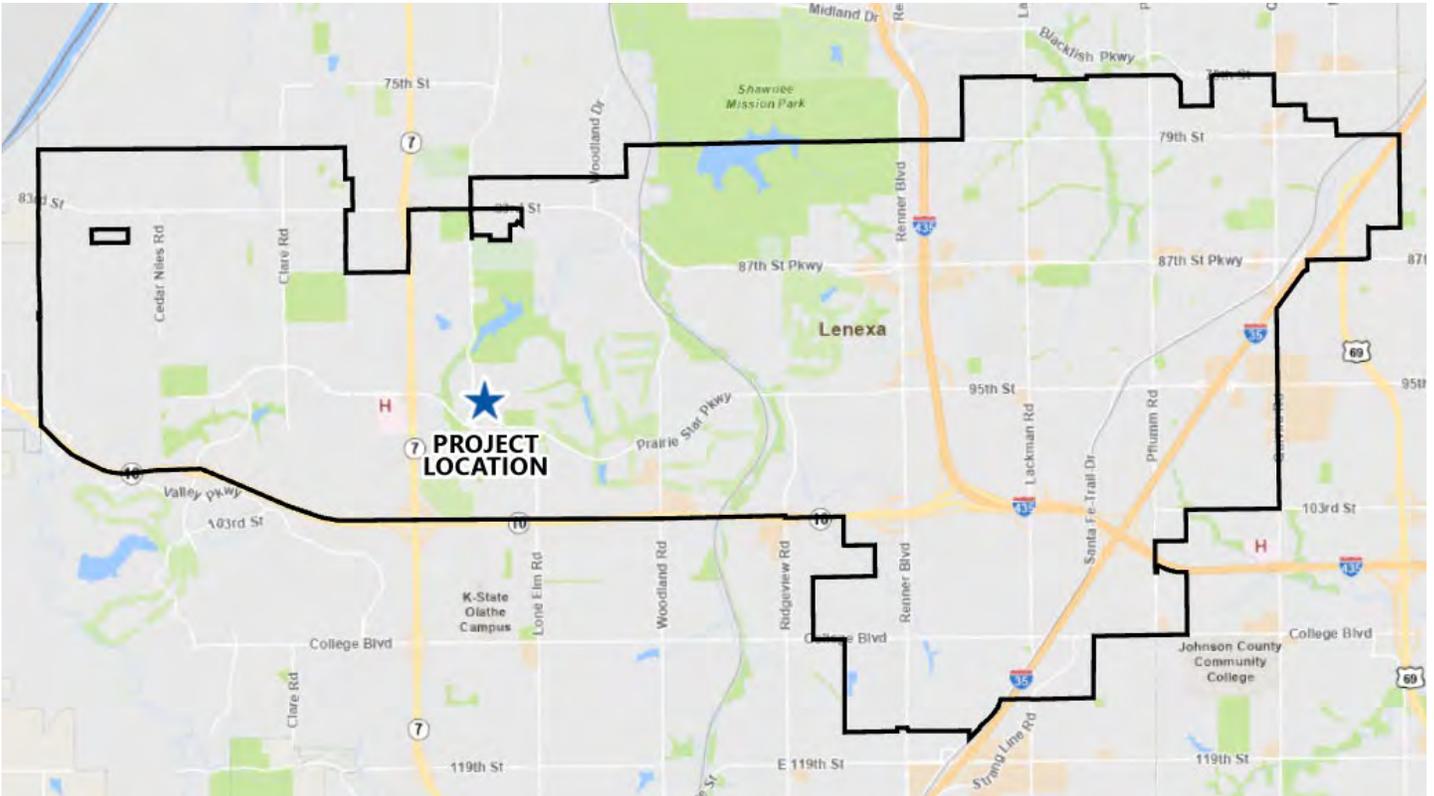
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 PROJ. NO.: 22-068

EASEMENT EXHIBIT
SILVERLEAF
SECOND PLAT

PAGE 20
 SHEET NO. 1

SILVERLEAF, SECOND PLAT

Project #:	PT22-21F	Location:	NEC of 95 th St. and Monticello Rd.
Applicant:	David Rinne, Schlager	Project Type:	Final Plat
Staff Planner:	Kimberly Portillo, AICP	Proposed Use:	Single-Family Residential



PROJECT SUMMARY

The applicant proposes consideration of a final plat for the second phase of the Silverleaf Subdivision, containing 27 single-family residential lots on approximately 10.9 acres. The development includes construction of a new public street and related infrastructure improvements. The applicant requests approval of a final plat for the development and three types of deviations from the Unified Development Code (UDC). The deviation requests are related to lot width, lot area, and front yard setback and affect multiple lots. Staff supports the proposed deviations.

The preliminary plan/plat was approved for two-family (duplex) lots. The final plat has been revised to provide single-family lots but is otherwise consistent with the preliminary plan/plat (PL20-04P) which was approved by the Governing Body on May 19, 2020. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

SITE INFORMATION

This site was included as part of a preliminary plan application (PL20-04P) for 46 single-family lots and 25 two-family lots for twin villas (duplexes). The site was also included in a concurrent rezoning (RZ20-03) for Silverleaf from the R-1, Single-Family Zoning District to the RP-1, Planned Residential (Low-Density) and RP-2, Planned Residential (Intermediate-Density) Zoning Districts. The 10.9 acres included in this final plat application were rezoned to RP-2.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
10.9	N/A	RP-2	Office/Employment Center



Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

The proposed land use is a single-family subdivision and is the second phase of an existing residential development. Single-family residential is a permitted land use in the RP-2, Residential Planned (Intermediate-Density) District. The proposed use is compatible with existing and planned surrounding development.

The current Comprehensive Plan calls for office uses at this location; however, given that the Governing Body approved a rezoning and preliminary plat for residential development, Staff is recommending to the consultant working on the Comprehensive Plan that the Future Land Use designation be updated to align with these approvals, which would change the designation from office to suburban residential in this area.

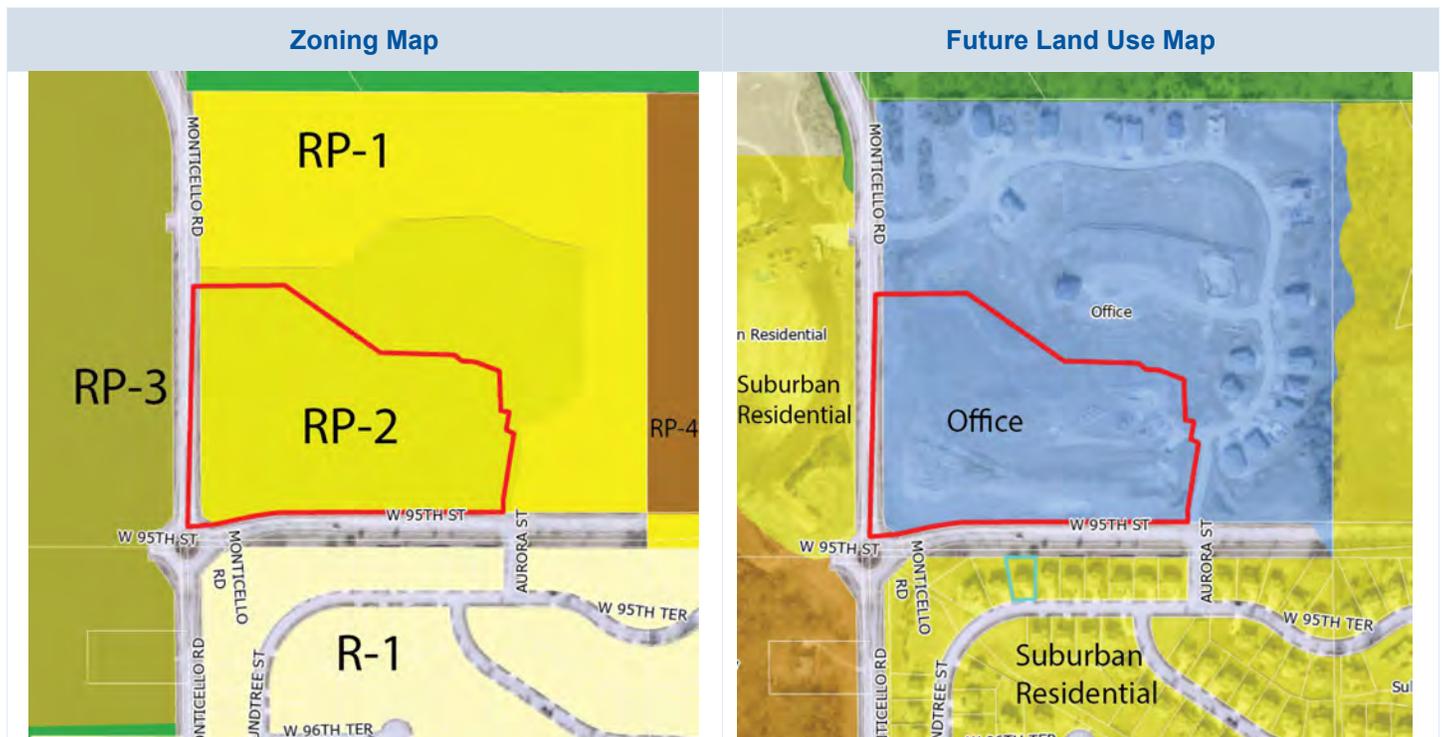


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Office	RP-2, Residential Planned (Intermediate-Density) District	Vacant Residential
North	Office	RP-1, Residential Single-Family (Low-Density) District and RP-2, Residential Planned (Intermediate-Density) District	Single-Family Residential
South	Suburban Residential	R-1, Residential Single-Family District	Single-Family Residential
East	Office	RP-1, Residential Single-Family (Low-Density) District	Single-Family Residential
West	Suburban Residential	RP-3, Residential Planned (Medium High-Density) District	Agricultural

FINAL PLAT REVIEW

This is a final plat for 27 single-family lots, four tracts and two streets (W. 94th Terrace and a portion of Monticello Road) with three requested deviations. The plat contains a land area of 10.9 acres and is the second phase of the Silverleaf Subdivision. The first phase of Silverleaf is located to the immediate north. Tracts G, I, and J are to be owned and maintained by the Silverleaf Community Association/homeowners associations (HOA) and are to be used for open space and stormwater treatment. Tract H, a cul-de-sac island, is dedicated as right-of-way to the City of Lenexa but shall be maintained by the HOA. One street extension, W. 94th Terrace, terminates in a cul-de-sac. The plat contains a Limits of No Access from Tract G to Monticello Road and 95th Street. A Housing Classification of “D” is established for all lots in this plat, which is consistent with the first phase of Silverleaf. Utilities are available to the site. The layout includes a sidewalk connection from the W. 94th Terrace cul-de-sac to the sidewalk along Monticello Road for pedestrian connectivity. This sidewalk will be constructed with the street infrastructure.

The plat contains the following dedications and easements:

- A utility easement granted to the City of Lenexa
- A sanitary sewer easement granted to Johnson County Wastewater
- A drainage easement granted to the City of Lenexa
- A sidewalk easement granted to the City of Lenexa
- A 15-foot landscape easement dedicated to the City of Lenexa and the Homeowners Association, to be maintained by the property owner

TABLE 2: TRACT PURPOSES

Tract	Purpose
G	Open Space/ Stormwater Treatment
H	Cul-de-Sac Island (Right-of-Way)
I	Open Space/ Stormwater Treatment
J	Open Space/ Stormwater Treatment

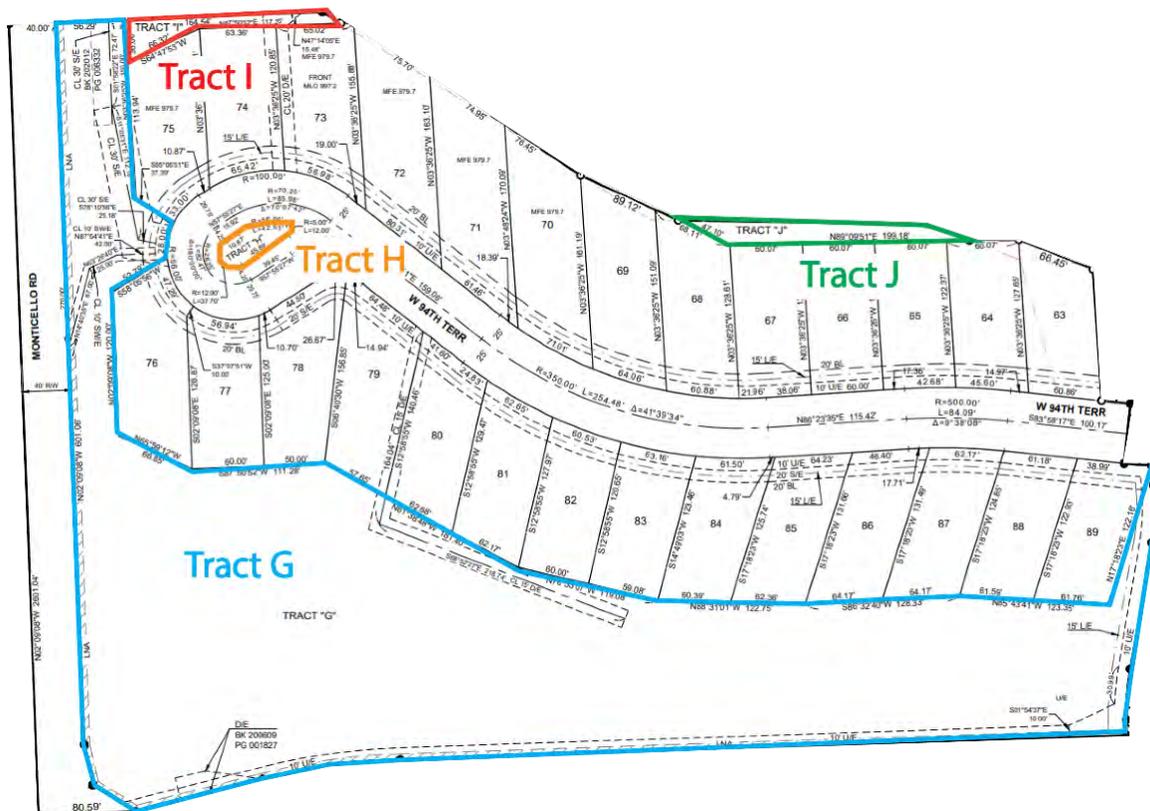


Exhibit 2: Tracts.

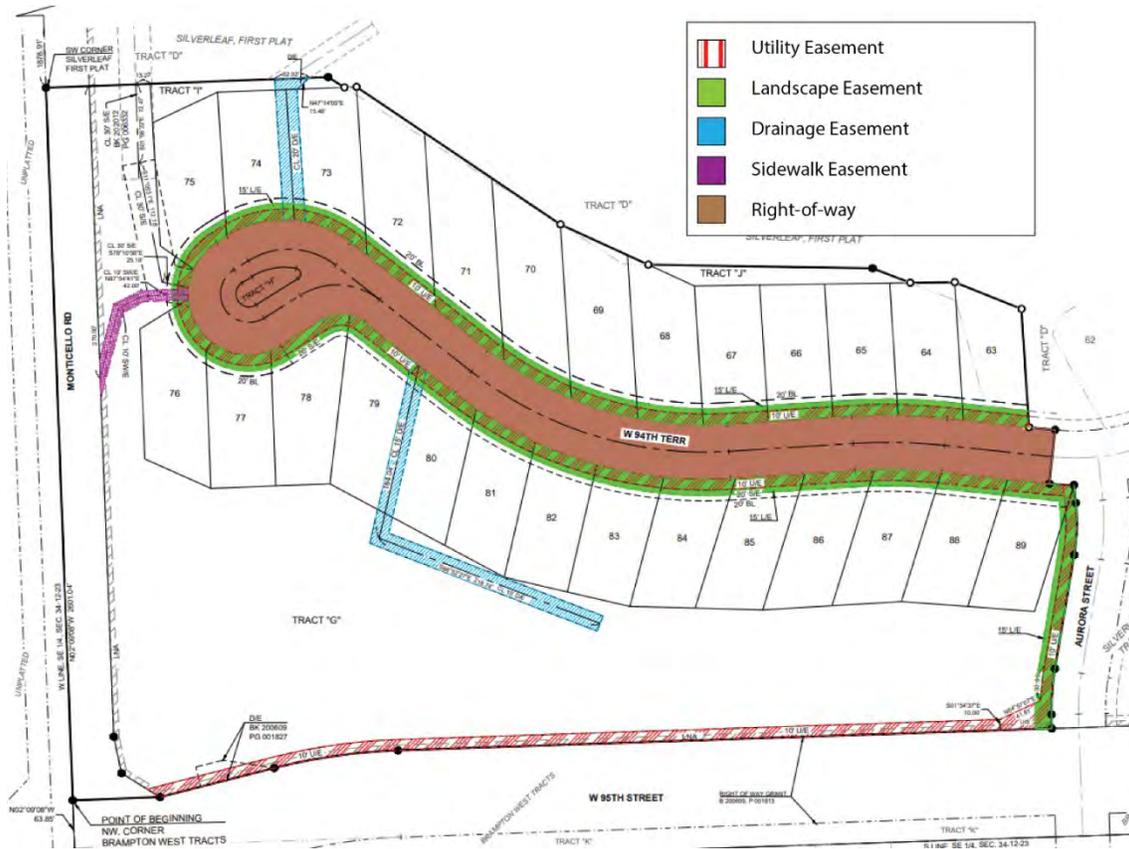


Exhibit 3: Final Plat with proposed new dedications to the City of Lenexa highlighted.



Exhibit 4: Aerial overlay of proposed plat.

DEVIATIONS

The applicant is requesting three types of deviations: lot width, lot area, and front yard setback. The requested deviations for lot width and front yard setback would allow lot width and setback equal to what was approved for phase one of the subdivision, Silverleaf, First Plat. The requested deviation for lot area is slightly greater than what was approved with the first phase, which received a deviation to allow a minimum lot area of 7,225 square feet. Only one lot is proposed to be less than 7,225 square feet, which is Lot 63 at 7,107 square feet.

The deviations are requested to accommodate a greater quantity of smaller lots. The developer proposes to utilize building footprints that are 46 feet wide, which allows for side yard setbacks to meet the code requirement of seven feet on each side. These homes are intended to be a versatile market option aimed at buyers that desire less maintenance of lawn areas.

Although this property is zoned RP-2, Planned Intermediate Density Residential, the intended use is as a single-family subdivision. The zoning district regulations for RP-2 still apply and the deviations requested have been evaluated against the RP-2 standards as shown in Table 3. Due to the intent to use these as single-family lots with deviations to be similar in size to the first phase of Silverleaf, the lots will be too small for future development as two-family (duplex) lots. To prevent future development of the lots for two-family use, Staff recommends a condition that the applicant provides a note on the plat as follows:

Any lot for which a lot width or lot size deviation was granted shall be restricted to single-family development.

The RP-2 Zoning District also has a minimum lot size per dwelling unit of 5,000 square feet, further limiting future development. This would prevent any lots less than 10,000 square feet from adding a second living unit. Only one lot is proposed to be greater than 10,000 square feet, for which the plat note will apply as a limiting factor. Staff supports these deviations, which will yield lots consistent with the existing lots in the subdivision.

TABLE 3: DEVIATIONS REQUESTED

Deviation Type	Lots	Proposed Minimum	Code Requirement (RP-2)	Deviation
Min. Lot Width	All	60 feet	80 feet	-20 feet
Min. Lot Area	63-67, 74,77,81-89	7,100 square feet	8,000 square feet	-900 square feet
Front Yard Setback	All	20 feet	25 feet	-5 feet

REVIEW PROCESS

- *This project requires approval from the Planning Commission and acceptance of dedications by the City Council. Pending approval from the Planning Commission, the project is tentatively scheduled for consideration by the City Council on September 19, 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 Final Plat for Silverleaf, Second Plat.**
- This is a final plat for single-family residential lots in the RP-2 Zoning District with a request for deviations related to lot width, lot size, and front yard setback.
- The project is consistent with Lenexa's goals through ***Strategic Community Investment*** and ***Responsible Economic Development*** to create ***Vibrant Neighborhoods***.

FINAL PLAT

Staff recommends **approval** of the final plat for PT22-21F - **Silverleaf, Second Plat** at the northeast corner of 95th Street and Monticello Road for a single-family residential development, with deviations for lot width, lot area, and front yard setback, and two conditions:

1. Update the plat note "Only single-family development lots will be allowed deviations" to read as, "Any lot for which a lot width or lot size deviation was granted shall be restricted to single-family development."
2. Update the requested deviations chart on the plat to reflect RP-2 Code Requirements rather than RP-1.

CONSENT AGENDA

- 1. Silverleaf, Second Plat - Consideration of a final plat for a single-family residential subdivision located at the northeast corner of 95th Street and Monticello Road within the RP-2, Residential Planned (Intermediate Density) District. PT22-21F**
- 2. Silverleaf, Third Plat - Consideration of a final plat for the replat of a single-family lot located at 9345 Aurora Street within the RP-1, Planned Residential (Low Density) District. PT23-17F**
- 3. Meddy's Restaurant No. 8 - Consideration of a final plan for a multi-tenant commercial building with restaurant and retail uses located near the southwest corner of W. 88th Street and Maurer Road within the PUD, Planned Unit Development District. PL23-17F**

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

DRAFT



ITEM 3

SUBJECT: Resolution approving the closure of Penrose Lane from eastbound 87th Street Parkway to 88th Street for Friday Night Sound Bites on October 27, 2023

CONTACT: Mike Nolan, Assistant City Manager

DATE: September 19, 2023

ACTION NEEDED:

Adopt a resolution approving the closure of Penrose Lane from eastbound 87th Street Parkway to 88th Street for Friday Night Sound Bites on October 27, 2023.

PROJECT BACKGROUND/DESCRIPTION:

On October 27, 2023, the Public Market plans to co-host a Halloween-themed Friday Night Sound Bites in partnership with Made in KC Marketplace ("Made in KC"). In addition to the live music, there will be two companion food trucks and several specialty vendors for patrons to enjoy.

Event plans include closing Penrose Lane from eastbound 87th Street Parkway south to 88th Street to allow for a performance and dancing area as well as additional seating. The road closure will allow the Public Market to obtain a temporary event permit from the Kansas Division of Alcoholic Beverage Control (ABC) to extend the possession and consumption of alcohol from the Common Consumption Area onto the street. The permit would also allow Made in KC to extend their licensed premises onto the street. State law requires the governing body of a city to approve the closure of a road to obtain the necessary temporary permit.

The City will apply for and hold the temporary event permit through the Public Market. The road closure is planned from 3 PM to 11 PM, with musical acts scheduled between 4 PM and 10 PM. Staff is working with Made in KC and other Civic Campus neighbors to finalize parking and traffic plans for the event, which will be communicated through the Public Market's social media and newsletter and Made in KC's social media outlets closer to October 27th. The attached map provides an overview of the layout for the event.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Inviting Places
Vibrant Neighborhoods

Guiding Principles

Extraordinary Community Pride
Inclusive Community Building

ATTACHMENTS

1. Map
2. Resolution



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

Friday Night Sound Bites

October 27, 2023



RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING THE CLOSURE OF PENROSE LANE FROM EASTBOUND 87TH STREET PARKWAY TO 88TH STREET FOR FRIDAY NIGHT SOUND BITES ON OCTOBER 27, 2023.

WHEREAS, the City intends to co-host a Halloween-themed Friday Night Sound Bites event in partnership with Made in KC Marketplace (“Made in KC”) that will take place Friday, October 27, 2023 at City Center; and

WHEREAS, the City intends for Lenexa Public Market vendors to provide and sell alcohol at the Friday Night Sound Bites event 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 a portion of Penrose from 87th Street Parkway to 88th Street and any associated 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 Friday Night Sound Bites event.

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 Friday Night Sound Bites event.

SECTION TWO: The Governing Body hereby authorizes Lenexa Public Market vendors to provide and sell alcohol at the Friday Night Sound Bites event, provided the City 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 portion of Penrose from 87th Street Parkway to 88th Street and any associated streets, alleys, roads and sidewalks within the boundaries depicted on Exhibit A, to be closed to vehicular traffic during the Friday Night Sound Bites event.

The street is anticipated to close at 3:00 p.m. on Friday, October 27, 2023 and re-open at 11:00 p.m. on Friday, October 27, 2023.

SECTION FOUR: The boundaries of the Friday Night Sound Bites 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 Lenexa City Council on September 19, 2023.

SIGNED by the Mayor on September 19, 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 4

SUBJECT: Resolution approving Addendum Five to the agreement with RubinBrown L.L.P. for professional auditing services

CONTACT: Nate Blum, Chief Financial Officer

DATE: September 19, 2023

ACTION NEEDED:

Adopt a resolution approving Addendum Five to the agreement with RubinBrown L.L.P. ("RubinBrown") for professional auditing services.

PROJECT BACKGROUND/DESCRIPTION:

RubinBrown, the City's external auditor, has submitted engagement letters regarding the fiscal year (FY) 2023 financial audit for both the Kansas Firefighters Relief Association and the City. These engagement letters provide a comprehensive overview of the audit's scope, the range of services to be provided, and the associated compensation. The estimated total compensation for the FY 2023 financial audit is set at \$80,500.

If approved, the City intends to formalize these engagement letters along with Addendum Five to the existing agreement with RubinBrown for professional auditing services. Addendum Five will extend the partnership for an additional year, commencing on November 1, 2023, and concluding on October 31, 2024. As the contractual agreement with RubinBrown approaches its conclusion, the City plans to initiate a Request for Proposal process in 2024 to secure auditing services for the subsequent period.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Base fee	\$69,500
Single Audit fee	\$6,500
GASB 96 implementation fee	\$4,500
Total estimated cost	\$80,500

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles
Prudent Financial Management

ATTACHMENTS

1. Addendum
2. Resolution
3. City Audit Engagement Letter located in the Appendix
4. Firefighter's Relief Audit Engagement Letter located in the Appendix

AGREEMENT FOR PROFESSIONAL AUDITING SERVICES ADDENDUM FIVE

THIS ADDENDUM FIVE (“Addendum Five”) is entered into this ___ day of _____, 2023, by and between the City of Lenexa, a municipal corporation of the State of Kansas, (“City”) and RubinBrown, L.L.P. (“Auditor”).

WHEREAS, the City and Auditor entered into an Agreement for Professional Auditing Services dated October 2, 2018 (“Agreement”); and

WHEREAS, the initial term of the Agreement was for November 1, 2018 through October 31, 2019; and

WHEREAS, the Agreement has been extended for additional one (1) year periods by Addendum One dated November 1, 2019; Addendum Two dated October 29, 2020, Addendum Three dated January 19, 2022, and Addendum Four dated November 10, 2022; and

WHEREAS, Auditor submitted two engagement letters, the Kansas Firefighters Relief Association audit letter dated August 16, 2023 and the City of Lenexa audit letter dated August 15, 2023 (collectively, the “Engagement Letters”), detailing the scope, services, and compensation for the Auditor’s 2023-24 professional auditing services; and

WHEREAS, the Auditor and the City both desire to extend the Agreement for an additional one (1) year period; and

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. **ARTICLE 1 – EFFECTIVE DATE** is hereby deleted and the following amended provision substituted:

The term of this Agreement shall be extended for a period of one (1) year commencing on November 1, 2023, and ending on October 31, 2024 (“2024 Agreement Extension Term”).

2. **ARTICLE 2 – SERVICES TO BE PERFORMED BY AUDITOR** is hereby amended to add the following paragraph:

In addition to the documents referenced in this Article, this one (1) year extension shall be further governed by the Engagement Letters to be subsequently and mutually agreed to and executed by the parties, and incorporated herein.

3. **ARTICLE 3 – COMPENSATION** is hereby deleted and the following amended provision substituted:

The City shall pay Auditor in accordance with the Engagement Letters.

4. All other terms and conditions of the Agreement not amended herein shall remain in full force and effect.

CITY OF LENEXA, KANSAS

Michael Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

RubinBrown LLP, AUDITOR

Signature

Printed Name

Title

RESOLUTION NO. _____

A RESOLUTION APPROVING ADDENDUM FIVE TO THE AGREEMENT WITH RUBINBROWN LLP, FOR PROFESSIONAL AUDITING SERVICES.

WHEREAS, the City and Auditor entered into an Agreement for Professional Auditing Services dated October 2, 2018 (“Agreement”); and

WHEREAS, the initial term of the Agreement was for November 1, 2018 through October 31, 2019; and

WHEREAS, the Agreement has been extended for additional one (1) year periods by Addendum One dated November 1, 2019; Addendum Two dated October 29, 2020, Addendum Three dated January 19, 2022, and Addendum Four date October November 10, 2022; and

WHEREAS, Auditor submitted two engagement letters, the Kansas Firefighters Relief Association audit letter dated August 16, 2023 and the City of Lenexa audit letter dated August 15, 2023 (collectively, the “Engagement Letters”), detailing the scope, services, and compensation for the Auditor’s 2023-24 professional auditing services; and

WHEREAS, the Auditor and the City both desire to extend the Agreement for an additional one (1) year period; and

WHEREAS, both parties have read, understand and agree to be bound by the terms and conditions of the agreement attached hereto as Exhibit “A” and incorporated herein by reference.

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 or City Manager to execute an Agreement in substantially the same form as the Agreement attached hereto as Exhibit “A” and all other documents necessary to effect the agreed services, including but not limited to annual engagement letters.

SECTION TWO: This Resolution shall become effective upon adoption.

ADOPTED by the Lenexa City Council this 19th day of September, 2023.

APPROVED by the Mayor this 19th day of September, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



ITEM 5

SUBJECT: Resolution authorizing the Mayor to execute a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the purchase and maintenance of body-worn cameras, a digital evidence management system, electronic control devices, and interview rooms

CONTACT: Dawn Layman, Police Chief

DATE: September 19, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute a Master Services and Purchasing Agreement (MSPA) with Axon Enterprise, Inc. ("Axon") for the purchase and maintenance of body-worn cameras, a digital evidence management system (DEMS), electronic control devices (ECDs/tasers), and interview rooms.

PROJECT BACKGROUND/DESCRIPTION:

Since 2018, the Lenexa Police Department (LPD) has used Axon products and software for the management of in-car and body-worn cameras, photo, video and audio file uploading and storage, and electronic control devices/tasers (ECDs), providing a comprehensive one-stop-shop for digital evidence. The body-worn and in-car cameras have proven to be successful tools for the LPD, allowing for the collection of the best evidence available while also holding officers and the public accountable.

The City entered into a comprehensive MSPA (the "Current Axon Agreement") in January 2021 for these products and services. In looking forward, staff determined that it would be beneficial to install Axon Investigate into the new Lenexa Justice Center interview rooms. Adding the Axon Investigate system to those rooms would allow the police department to have seamless communication and system integration of all video and investigation data.

As a result, staff would like to terminate the Current Axon Agreement and enter into a new MSPA in order to add Axon Investigate to the current suite of equipment and services. Additionally, the MSPA would allow the LPD to upgrade its camera and ECD devices every 24-30 months. The bundled pricing available in the MSPA is lower than the cost of maintaining the Current Axon Agreement and adding Axon Investigate and upgraded equipment under a la carte pricing.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The proposed MSPA is for a five-year term totaling \$1,227,293.44, with five-year renewal terms. Funding will be through the LPD Operational Budget.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Superior Quality Services

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER SERVICES AND PURCHASING AGREEMENT FOR AGENCY WITH AXON ENTERPRISE, INC. FOR THE PURCHASE AND MAINTENANCE OF BODY WORN CAMERAS, IN-CAR CAMERAS, DIGITAL EVIDENCE MANAGEMENT SYSTEM, ELECTRONIC CONTROL DEVICES (ECDS/TASERS), AND INTERVIEW ROOMS.

WHEREAS, the Lenexa Police Department currently has an agreement with Axon Enterprise, Inc. (“Axon”) for body worn cameras, in-car cameras, tasers/ECDs, and a digital evidence management system; and

WHEREAS, the Police Department would like to update and adopt new ECD technology through the Axon Officer Safety Plan, as well add the Axon Investigate service for interview rooms at the new Justice Center; and

WHEREAS, in order to secure these new and updated services, and to take advantage of bundled pricing, the City desires to terminate the current agreement and enter into a new Master Services and Purchasing Agreement for Agency (the “Agreement”) with Axon, attached hereto and incorporated herein as Exhibit A, so that all products and services are governed by uniform terms and are subject to a single termination date; and

WHEREAS, Axon and the City have read and understand the terms and conditions of the Agreement, and agree to be bound thereby.

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 or the City Manager to execute Exhibit A, as well as all other forms and documents, on forms acceptable to the City Attorney, required to carry out the terms of this agreement.

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

ADOPTED by the City Council this 19th day of September, 2023.

SIGNED by the Mayor this 19th day of September, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

MacKenzie Harvison, Deputy City Attorney



ITEM 6

SUBJECT: Resolution approving and authorizing the Mayor to execute an agreement with Asset Health to administer the City's employee wellness program for a three-year period beginning January 1, 2024 and ending December 31, 2026

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

DATE: September 19, 2023

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute an agreement with Asset Health to administer the City's employee wellness program for a three-year period beginning January 1, 2024 and ending December 31, 2026.

PROJECT BACKGROUND/DESCRIPTION:

The City sponsors an employee health and wellness program for all full- and part-time benefited employees. This program is designed to empower our employees to establish and maintain a healthier lifestyle by conducting health screenings and coaching and incentivizing healthy behaviors by offering health insurance premium discounts for the completion of certain activities.

Cerner Health Connections (CHC), a wholly owned subsidiary of Cerner Corporation, has administered the City's health and wellness program, along with the on-site health clinic, since 2013. CHC informed the City recently that they would no longer be offering these services to their current customers, including the City. Marathon Health took over operations of the City's on-site health center effective August 16, 2023.

City staff worked with Lockton, the City's benefits consultant, to market the City's wellness program administration. A Request for Proposal was distributed to four wellness program vendors (Asset Health, Navigate, Wellworks for You, and Oracle/Cerner). Oracle/Cerner declined the offer to submit a request. After vendor presentations and an analysis of the proposals, staff recommends Asset Health to serve as the City's wellness program administrator.

Asset Health is recommended for the following reasons:

- Asset Health has more years of experience integrating with on-site health centers than the other two vendors and has several mutual clients with Marathon Health, the current health center provider.
- Asset Health has a more customizable platform than the other two vendors, which integrates with the City's previous platform and allows the City to keep its current program design.

- Asset Health has extensive experience working with governmental entities, including a local county that provided a positive reference for their service.
- Asset Health includes two integration connections at no additional cost, which will allow the City to connect with Marathon Health and ADP, the City's HR and payroll system.
- Asset Health includes their entire mental health platform in the base price.

The agreement will be effective from January 1, 2024 through December 31, 2026.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The three-year agreement with Asset Health will cost an estimated \$36,355 annually and \$109,670 over the three-year term of the agreement. The fees are paid from the 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. Resolution
2. Agreement located in the Appendix

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY AND ASSET HEALTH, INC. FOR EMPLOYEE WELLNESS PROGRAM ADMINISTRATION SERVICES.

WHEREAS, the City has maintained a robust employee wellness program for many years; and

WHEREAS, the City's current wellness program provider is exiting the wellness market; and

WHEREAS, staff secured three vendor proposals for the wellness program administration services, and desires to enter into an agreement with Asset Health, Inc. ("Asset Health"); and

WHEREAS, staff believes that Asset Health is the best vendor for these services because it has the most experience operating wellness programs, integrating these programs with on-site health centers, has the most robust mental health platform for employees, and offers several other technological benefits; and

WHEREAS, the parties have negotiated and agreed to a License and Services Agreement, which will be effective January 1, 2024, through December 31, 2026.

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 or the City Manager to execute the License and Services Agreement, all associated Exhibits, additional terms, or order forms, with Asset Health, which is attached as Exhibit A. Further, the Mayor or the City Manager is hereby authorized to execute any other forms, sales orders, or documents, on forms acceptable to the City Attorney, required to carry out the terms of the License and Services Agreement.

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

ADOPTED by the City Council this 19th day of September, 2023.

SIGNED by the Mayor this 19th day of September, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

MacKenzie C. Harvison, Deputy City Attorney



ITEM 7

SUBJECT: Ordinance incorporating by reference the 2023 Standard Traffic Ordinance and repealing existing City Code Section 3-8-A-1

CONTACT: Ashlee Tomasic, Assistant City Attorney

DATE: September 19, 2023

ACTION NEEDED:

Pass an ordinance incorporating by reference the 2023 Standard Traffic Ordinance and repealing existing City Code Section 3-8-A-1.

PROJECT BACKGROUND/DESCRIPTION:

The League of Kansas Municipalities annually publishes the Standard Traffic Ordinance (STO), which is a comprehensive traffic code for all Kansas cities. The STO is generally published in July and available to cities shortly thereafter, at which time staff analyzes whether the newest version should be adopted or if any modifications are needed. As part of each adoption of the STO, the City modifies certain sections to better meet the needs of the City.

The City is currently using the STO adopted in 2021 ("2021 STO"). The City has generally adopted a new STO every two years to stay current on legislative changes. Every STO adoption includes minor changes that are Lenexa-specific. If the previously adopted Lenexa-specific changes are still legally valid and current practice, they are adopted into each new STO.

Since 2021 there have only been a handful of minor changes. Some of these changes include revising jail time requirements for certain Driving While Suspended cases, clarification regarding appropriate additional lighting equipment, and clarification as to which violations of the STO can be cited on public and private property. Staff recommends adoption of the 2023 STO which includes the Lenexa-specific changes adopted in previous versions of the STO. The adoption of the 2023 STO edition will bring the City Code consistent with all applicable legislative changes since 2021.

STAFF RECOMMENDATION:

Passage of the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Superior Quality Services

ATTACHMENTS

1. Ordinance redline located in the Appendix



ITEM 8

SUBJECT: Ordinance approving a three-year special use permit for a personal instruction, general use for A Greater You located at 9900 Pflumm Road, Suite 44 in the BP-2, Planned Manufacturing District

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Pass an ordinance approving a three-year special use permit (SUP) for a personal instruction, general use for A Greater You located at 9900 Pflumm Road, Suite 44 in the BP-2, Planned Manufacturing District.

APPLICANT:

Jason Belz, A Greater You

OWNER:

LIP 1, LLC

PROPERTY LOCATION/ADDRESS:

9900 Pflumm Road, Suite 44

PROJECT BACKGROUND/DESCRIPTION:

The applicant requests a three-year SUP for a personal instruction, general use at 9900 Pflumm Road, Suite 44 in the BP-2, Planned Manufacturing District. A Greater You is a sport performance gym that trains youth and college athletes. It operates in partnership with Soccer Trainr KC, which teaches soccer skills, and Runningmate KC, a running coach. They share the 7,700 square foot facility. The SUP is required because the facility will be larger than the 5,000 square feet allowed by right for personal instruction, general use in the BP-2 District.

According to the applicant, up to eight coaches will be working at a time with up to 17 athlete participants/clients. During the academic year, sessions are conducted after school hours until 8 PM. In the summer, sessions are from 6:30 AM to 1 PM and from 4 PM to 8 PM. Most participants will be dropped off and there will be very few spectators, if any.

A Greater You was previously located at 9900 Pflumm Road, Suite 66 in a smaller tenant space. Staff received no complaints about the business at the previous location.

STAFF RECOMMENDATION:

Passage of the ordinance.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 6 at the August 28, 2023 Planning Commission meeting. A public hearing was held and no one spoke. The Commission discussed the SUP time period requirements and the businesses that will be sharing the tenant space with A Greater You.

Chairman Poss entertained a motion to recommend **APPROVAL** for a special use permit for A Greater You and its partnering businesses located at 9900 Pflumm Road, Suite 44 in the BP-2, Planned Manufacturing District, for a period of three years. Moved by Commissioner Harber, seconded by Commissioner Handley, and carried by a 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: C:\Users\odwills\Documents\ArcGIS\Projects\MyProject15\MyProject15.aprx

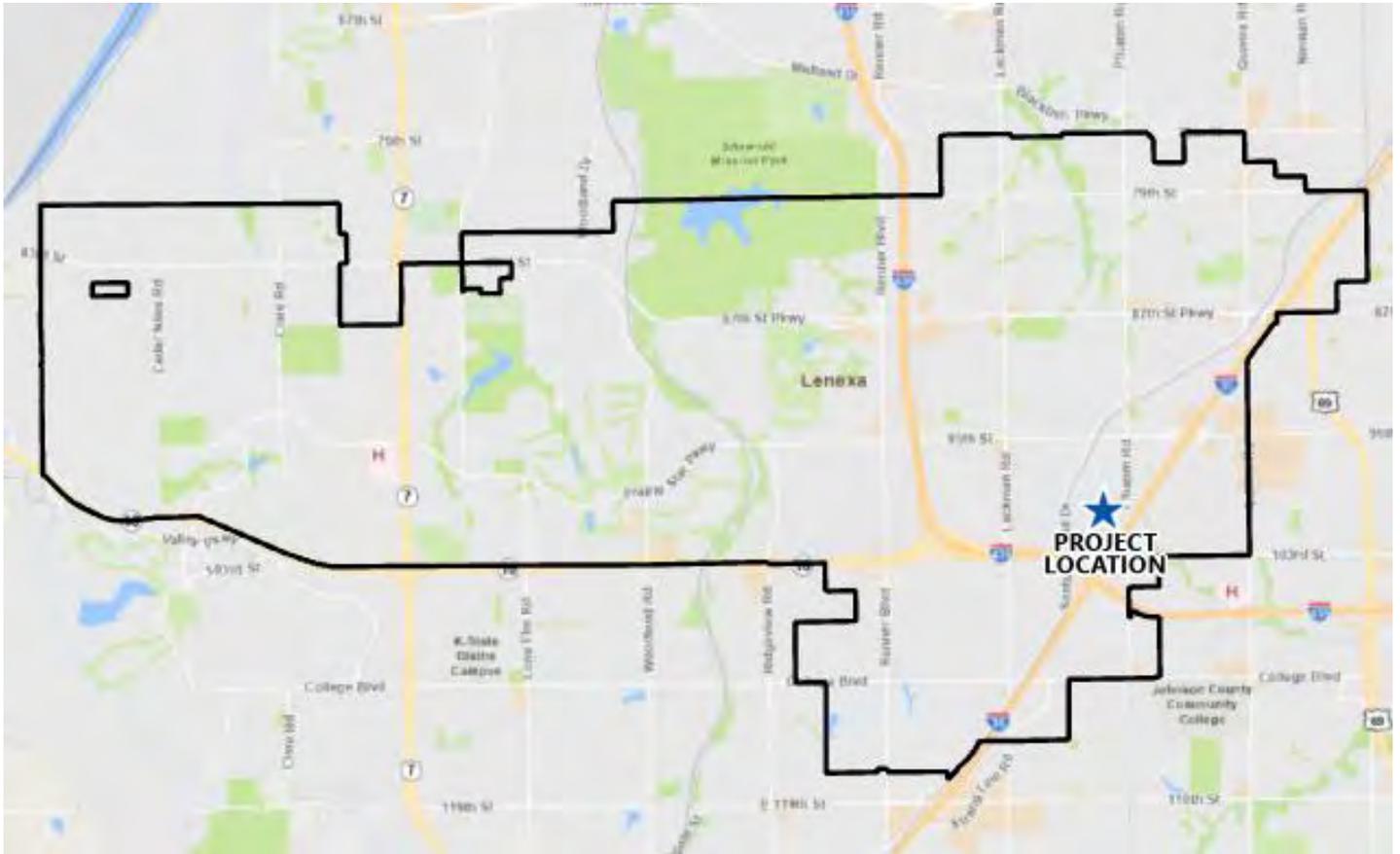
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

A Greater You



A GREATER YOU

Project #:	SU23-09	Location:	9900 Pflumm Road, Suite 44
Applicant:	Jason Belz	Project Type:	Special Use Permit
Staff Planner:	Will Sharp & Logan Strasburger	Proposed Use:	Personal instruction, general



PROJECT SUMMARY

The applicant is requesting approval for a Special Use Permit (SUP) for the purpose of *personal instruction, general uses* in the BP-2, Planned Manufacturing District. A Greater You is a sport performance gym that trains youth and college athletes. It operates in partnership with Soccer Trainr KC, which teaches soccer skills, and Runningmate KC, a running coach. The 7,700 SF facility they share is located at 9900 Pflumm Road, Suite 44. A SUP is required because the facility will be greater than the 5,000 SF allowed by right for *personal instruction* uses in the BP-2 Zoning District. The SUP requires a public hearing at the Planning Commission meeting and approval by the Governing Body.

STAFF RECOMMENDATION: APPROVAL FOR 3 YEARS

SITE INFORMATION

9900 Pflumm Road is located in the Lenexa Business Center. The business park consists of six buildings. Buildings 1 and 2 are contained in one parcel; Buildings 3 and 4 are contained in one parcel; and Buildings 5 and 6 each have their own parcel. A Greater You occupies a 7,700 SF space in Suite 44 within Building 4. The Lenexa Business Center was constructed in 1974 and has never been platted.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
3.39	27,648 Total 7,700 Tenant Space	BP-2	Business Park



Exhibit 1: Aerial Image of 9900 Pflumm Road with Suite 44 Indicated by a Red Circle

LAND USE REVIEW

The site is in the BP-2, Planned Manufacturing District. A Greater You offers sport performance training for youth athletes and college athletes. It shares the space with Soccer Trainr KC and Runningmate KC. According to the applicant, up to eight coaches will be working at a time with up to 17 athlete participants/clients. During the academic year, sessions are conducted after school hours until 8:00 PM. In the summer, sessions are from 6:30 AM to 1:00 PM and from 4:00 PM to 8:00 PM. Most participants will be dropped off and there will be very few spectators, if any.

Performance and sports skills training in a one-on-one environment or in small groups is classified as *personal instruction* per the Unified Development Code (UDC) [Section 4-3-C-3](#). This use in the BP-2 Zoning District requires a Special Use Permit due to the size of the facility exceeding 5,000 SF. The facility was previously located in another building within the same business park in Suite 66. The previous space was 3,072 SF and did not require a SUP.

There are many supplemental use regulations to consider for a *personal instruction* use within a business park per UDC [Section 4-1-B-23-AC](#). These include safe vehicular access, proximity to similar uses, adequate evening illumination, proximity to heavy industrial and distribution uses, ability to protect surrounding business park from negative impacts of the use, potential for interference with loading and truck maneuvering areas. These have been considered and it is Staff's opinion that A Greater You and its partners will not conflict with surrounding uses in its current location and during its proposed operating hours. The supplementary use regulations are further addressed within the context of this report. Additionally, Staff did not receive complaints about the business when it was located nearby at 9900 Pflumm Rd, Suite 66.

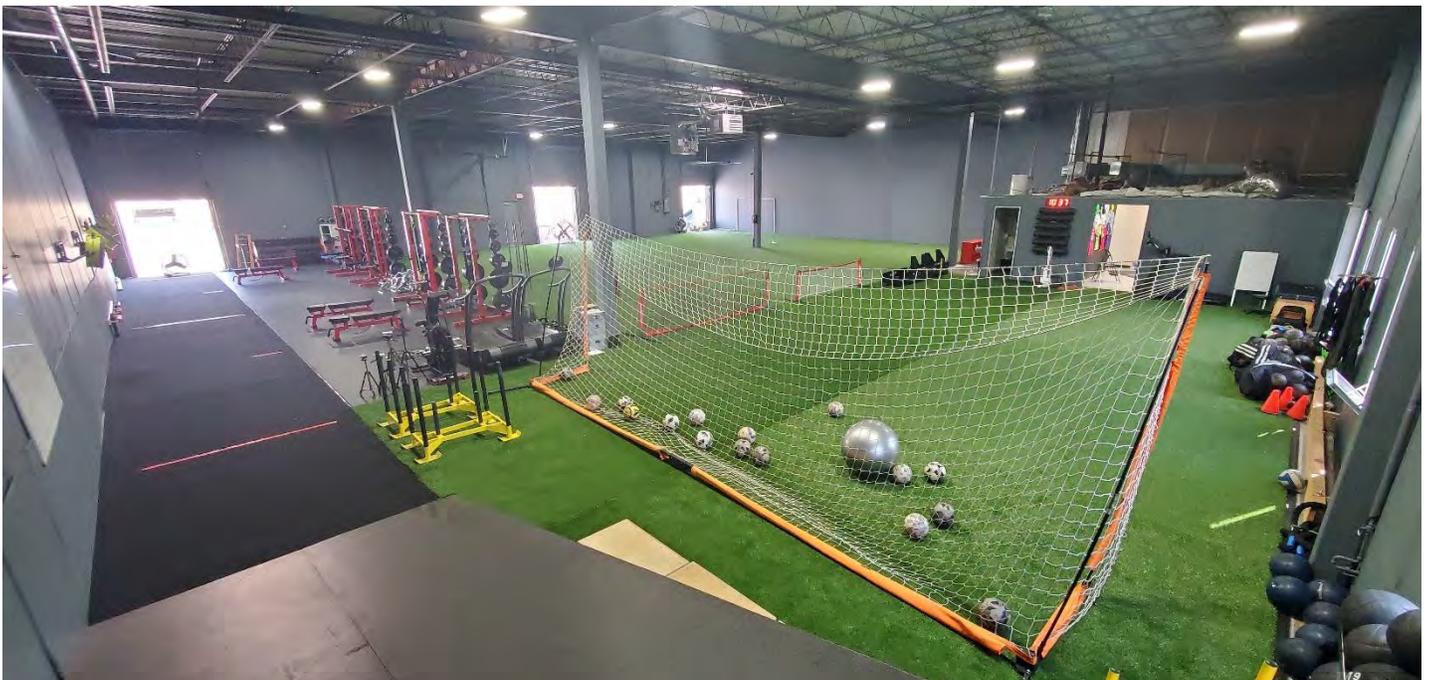


Exhibit 2: Interior of the Facility Looking Northeast.

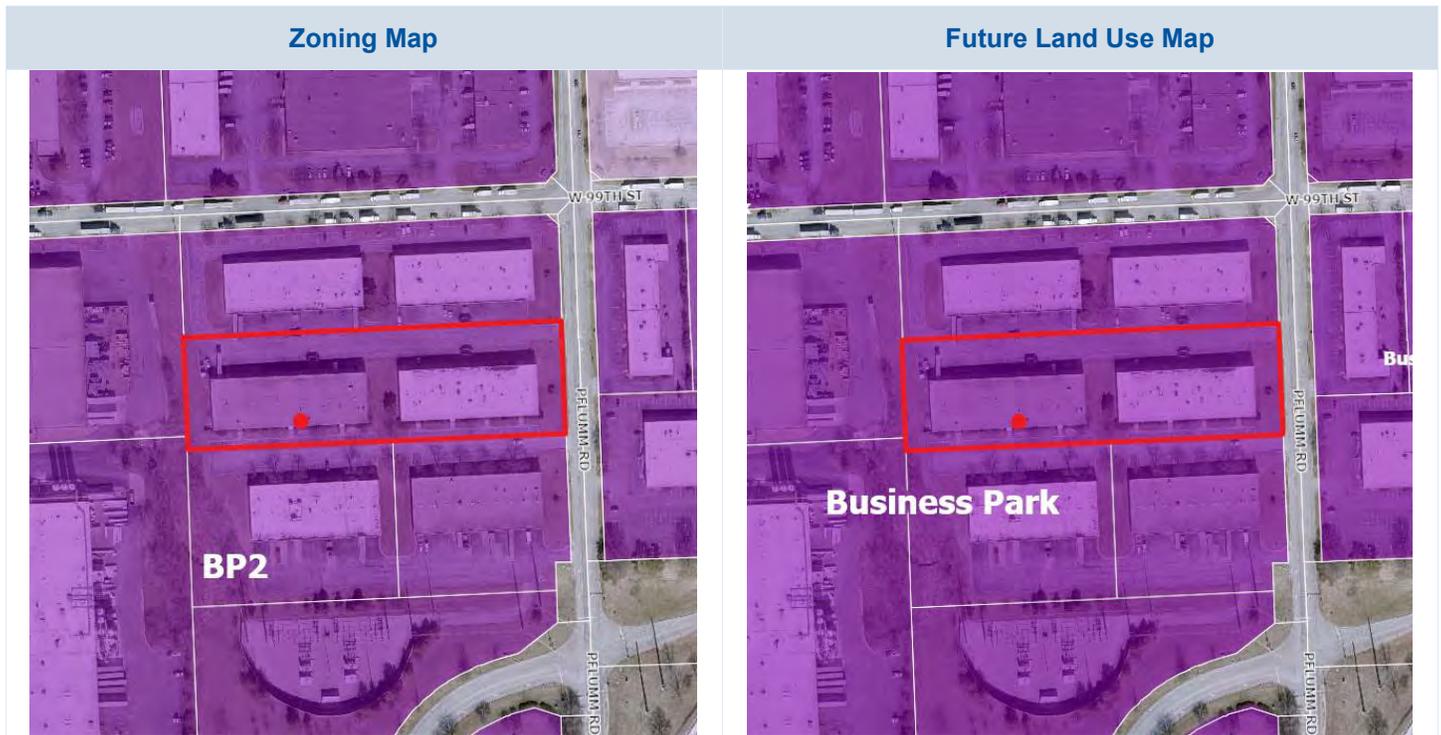


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Business Park	BP-2, Planned Manufacturing District	Business Park – Lenexa Business Center
North	Business Park	BP-2, Planned Manufacturing District	Business Park – Lenexa Business Center
South	Business Park	BP-2, Planned Manufacturing District	Business Park – Lenexa Business Center
East	Business Park	BP-2, Planned Manufacturing District	Business Park – Lenexa Business Center
West	Business Park	BP-2, Planned Manufacturing District	Business Park – Lenexa Business Center

The parcel that the subject facility is located in is designated as Business Park on the Future Land Use Map in the Comprehensive Plan. The proposed use is compatible in the context of existing land uses. The applicant educates his clients on where to park in order to not interfere with the parking and traffic of other tenants in the business park.

SPECIAL USE PERMIT REVIEW

The *personal instruction* use is classified either as *limited* or *general*. The distinguishing feature between these two classifications is primarily the size of the facility. A Greater You is classified as a *personal instruction, general* use because its 7,700 SF facility exceeds the 5,000 SF threshold for *personal instruction, limited* uses. In the BP-2 Zoning District, *personal instruction, limited* uses are allowed by right while *personal instruction, general* uses require a Special Use Permit.

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 vicinity consists primarily of office, warehouse, production, and distribution land uses. Interstate 35 is nearby to the east. The building occupied by A Greater You, as well as the immediately surrounding buildings, are multi-tenant properties. The proposed use would not be out of character for the area because it will be contained wholly within the building.

2. The zoning and use of properties nearby.

Surrounding zoning and uses are summarized in Table 1.

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

Personal instruction, general uses are allowed in BP-2 with a Special Use Permit. It is the opinion of Staff that the property as currently developed provides the access and parking required for this particular land use.

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

This land use should have no outward impacts to nearby properties. The hours of operation for this athletic facility are offset from many of the other tenants in this business park. The activities will take place within the building. The Special Use Permit may be revoked if it is found that this *personal instruction* use is having an adverse effect on nearby properties.

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

The existing building was constructed in 1974 and has had various tenants over the years. This particular tenant space was available due to the adjacent tenant downsizing their space, according to the applicant.

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

Staff does not see any gain to public health, safety, and welfare from denying this application.

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 property will retain its BP-2 zoning. The Business Park future land use designation permits primarily industrial uses by right; however, it does allow for *personal instruction, general* uses subject to the supplementary use regulations of [Section 4-1-B-23-AC](#).

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

Utilities and services are adequate to serve the proposed use.

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

It is Staff’s opinion that the approval of this Special Use Permit will not adversely affect the area’s existing street network or create parking problems. The applicant educates his clients on where and how to park appropriately. There are a total of 33 stalls in front of the building occupied by A Greater You. The suite to the west is occupied by Maser Industries, a *manufacturing, limited* use, and the suite to the east is vacant. The applicant reports a maximum 17 vehicles during peak time (6:00 AM – 1:00 PM), which includes coaches, participants, and spectators.

TABLE 2: PARKING STANDARDS

Use	Standard	Required	Provided
Personal instruction, general	.5 spaces per person in largest class (25 coaches and clients)	13	33
Manufacturing, limited	1 space per 1,000 SF (Maser Industries, 7,152 SF)	7	

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.

All activities related to this permit will occur inside the building. Since the parking area and building have already been constructed, there should be no additional 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. 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 applicant demonstrated an ability to satisfy applicable zoning regulations and other 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 September 19, 2023.*

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Conduct a Public Hearing.**

★ **Staff recommends approval of the proposed Special Use Permit for A Greater You.**

- The applicant is requesting approval for a Special Use Permit (SUP) to allow *personal instruction, general* uses in the BP-2, Planned Manufacturing District.
- The project is consistent with Lenexa's goals through ***Responsible Economic Development*** to create ***Healthy People and Thriving Economy***.

SPECIAL USE PERMIT

Staff recommends **approval** of SU23-09 - a Special Use Permit for a *personal instruction, general* use for **A Greater You** and its partnering businesses at 9900 Pflumm Road, Suite #44 for a period of 3 years.

Special Use Permit Application
A Greater You and Soccer Trainr KC

A Greater You has been a sport performance (strength and speed) gym operating in Lenexa for almost four years. We offer 1:1 and small group (10 or less) training for youth athletes through collegiate athletes.

As our performance athlete population has come to reach nearly 90% soccer specific athletes, we've formed a strong relationship with Soccer Trainr KC as they are soccer skills coaches.

We have grown to this point in time when dozens of athletes use both of our services. Knowing this, we wanted to (a) share a space so the athletes using both services can do so without extra travel and (b) further grow the number of athletes that use both services.

The warehouse space that we'll be using is roughly 7700 sq/ft — there is roughly 700 sq/ft of office and restroom. Of the 7700sq/ft warehouse, Soccer Trainr KC will use 4,100sq/ft of space and A Greater You will use the other 3,600.

9 months of the year our business is done in the hours after school until 8:00p. During summer our business is done from 6:30a-1:00p and 4:00p-8:00p.

Between both businesses, we'll have up to 6 coaches working at a time and an athlete total capping at 25. The bulk of the athletes that train with us are athletes unable to drive and are dropped off by their parents.

Our space won't be used for games, tournaments, team practices, or any other larger scale event.

Jason Belz
A Greater You – Owner
info@gr8ru.com
www.gr8ru.com
816.529.1996





1. **A Greater You - Consideration of a special use permit for personal instruction, general use located at 9900 Pflumm Road, Suite 44, within the BP-2, Planned Manufacturing District. SU23-09**

APPLICANT PRESENTATION

Jason Belz, operator of A Greater You said the business has been operating for eight years, about half of that time in Lenexa at 9900 Pflumm Road in a 3,000 square foot space. They have worked with Christian Duke, a coach who has leased space alongside them. A Greater You has partnered with Mr. Duke for three years and because they share so many athletes, they felt it would be beneficial to look for a larger space to share. They found the space within Suite 44 of the same business park to continue that partnership.

STAFF PRESENTATION

Will Sharp presented the Staff Report for the request of a special use permit for a personal instruction, general use in BP-2, Planned Manufacturing District. A Greater You is a sport performing gym that trains youth and college athletes, while partnering with Runningmate KC and Soccer Trainr KC at 9900 Pflumm Road, Suite 44. A special use permit is required because the 7,700 square foot space exceeds the 5,000 square-foot threshold for personal instruction uses that are allowed by right in BP-2, Planned Manufacturing District. He displayed the Future Land Use and Zoning Maps showing that the site was surrounded by business park uses. He shared exterior and interior photos of the site. A Greater You received no complaints from neighbors while at their previous location in the same business park. He displayed the 13 criteria used to review the special use permit and said they were detailed in the Staff Report. Staff recommends approval of the special use permit for personal instruction general use for A Greater You and its partnering businesses for a period of three years.

PUBLIC HEARING

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item. No one from the audience came forward.

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

PLANNING COMMISSION DISCUSSION

Commissioner Handley asked if the period of three years is something that is set in the Code and is that why we are recommending it or why aren't we recommending five years like the other two previous applicants? Will Sharp replied that three years is the maximum for a first special use permit request.

Commissioner Burson commented that the Staff Report states the recommendations of "a personal instruction, general use for A Greater You and its partnering businesses for three years" is very broad and vague when mentioning "partnering businesses". Who is the special use permit for? Stephanie Kisler replied the special use permit is for A Greater You, Runningmate KC, and Soccer Trainr KC. Because all three businesses share the same space, Staff wanted the special use permit to encompass all three rather than having them seek individual special use permits.

Chairman Poss told Staff he appreciated the analysis of the special use permit criteria with respect to movement in a business park, especially when it involves children in the parking lot.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of SU23-09, a special use permit for a personal instruction, general use for **A Greater You** and its partnering businesses at 9900 Pflumm Road, Suite 44 for a period of 3 years.

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

DRAFT

SU 23-09

ORDINANCE NO. [REDACTED]

AN ORDINANCE GRANTING A THREE-YEAR SPECIAL USE PERMIT ON PROPERTY LOCATED AT 9900 PFLUMM ROAD, SUITE 44, IN LENEXA, KANSAS.

WHEREAS, on July 27, 2023, Jason Belz, agent for LIP 1 LLC, owner of record, filed a request for a three-year special use permit to allow “Personal instruction, general” on property located at 9900 PFLUMM ROAD, SUITE 44, Lenexa, KS (the “Property”), in the BP-2, Planned Manufacturing Zoning District; and

WHEREAS, on August 28, 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 five-year special use permit to allow “Personal instruction, general” on the Property, in the BP-2, Planned Manufacturing Zoning District, as reflected in the minute record for said meeting; and

WHEREAS, on September 19, 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 three-year special use permit to allow “Personal instruction, general” in the BP-2, Planned Manufacturing Zoning District, for the real estate described as:

TRACT 1:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 24 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 24 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE SOUTH 87 DEGREES 16 MINUTES 40 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 24 EAST, 30.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF PFLUMM ROAD; THENCE SOUTH 02 DEGREES

13 MINUTES 20 SECONDS EAST ALONG THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF PFLUMM ROAD, 230.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 13 MINUTES 20 SECONDS EAST ALONG THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF PFLUMM ROAD, 209.17 FEET TO A POINT; THENCE SOUTH 87 DEGREES 17 MINUTES 14 SECONDS WEST (RECORDED), SOUTH 87 DEGREES 17 MINUTES 56 SECONDS WEST (MEASURED), 713.73 FEET TO A POINT; THENCE NORTH 02 DEGREES 16 MINUTES 30 SECONDS WEST, 208.90 FEET TO A POINT; THENCE NORTH 87 DEGREES 16 MINUTES 40 SECONDS EAST, 713.92 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 2:

NON-EXCLUSIVE RECIPROCAL EASEMENTS ESTABLISHED BY THE DECLARATION OF EASEMENT RECORDED AUGUST 3, 1973 AS DOCUMENT NO. 961339 IN BOOK 925 AT PAGE 37.

More commonly known as 9900 Pflumm Road, Suite 44, Lenexa, Kansas.

Hereinafter referred to as (the "Property").

SECTION TWO: 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 THREE: 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 September 19, 2023.

SIGNED by the Mayor September 19, 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 9

SUBJECT: Ordinance approving a five-year special use permit for a medical clinic use for NeuroEdge Chiropractic, LLC located at 13100 W. 95th Street, Suite 3A, in the NP-O, Planned Neighborhood Office District

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Pass an ordinance approving a five-year special use permit (SUP) for a medical clinic use for NeuroEdge Chiropractic, LLC located at 13100 W. 95th Street, Suite 3A, in the NP-O, Planned Neighborhood Office District.

APPLICANT:

Andrew Maloy, D.C., NeuroEdge Chiropractic, LLC

OWNER:

Daniel Askari & Matt Jones

PROPERTY LOCATION/ADDRESS:

13100 W. 95th Street, Suite 3A

PROJECT BACKGROUND/DESCRIPTION:

The applicant requests a five-year SUP to operate a medical clinic in the NP-O, Planned Neighborhood Office District. NeuroEdge Chiropractic, LLC is a chiropractic clinic that specializes in soft tissue therapy, therapeutic exercise, and chiropractic adjustments. It is expected to be a low-volume clinic operating for approximately 26 hours per week (Monday through Friday). The clinic is located at 13100 W. 95th Street, Suite 3A. The SUP is required for a medical clinic use within the NP-O District. Consideration of this SUP is only for Suite 3A, not the entire building.

During the review of the request, staff found several deficiencies with the property related to an unscreened trash dumpster and poorly maintained landscaping. Staff and the Planning Commission recommend the condition below. The applicant agrees with the condition and has begun work to remedy the deficiencies.

The applicant/property owner shall have 90 days from the date of approval of the SUP to:

- screen the waste receptacle with masonry as required by Section 4-1-D-2-P-1;
- remove overgrown vegetation; and
- trim trees.

STAFF RECOMMENDATION:

Passage of the ordinance.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 5 at the August 28, 2023 Planning Commission meeting. A public hearing was held and no one spoke. Commissioners discussed the consequences of not meeting the conditions associated with the SUP approval and the status of property maintenance issues at the site.

Chairman Poss entertained a motion to recommend **APPROVAL** for the SUP for NeuroEdge Chiropractic, LLC located at 13100 W. 95th Street, Suite 3A in the NP-O, Planned Neighborhood District. Moved by Commissioner Horine, seconded by Commissioner Macke, and carried by a unanimous voice vote. The motion included the following condition:

1. The applicant/property owner shall have 90 days from the date of approval of the SUP to:
 - a. screen the waste receptacle with masonry as required by Section 4-1-D-2-P-1;
 - b. remove overgrown vegetation; and
 - c. trim trees.

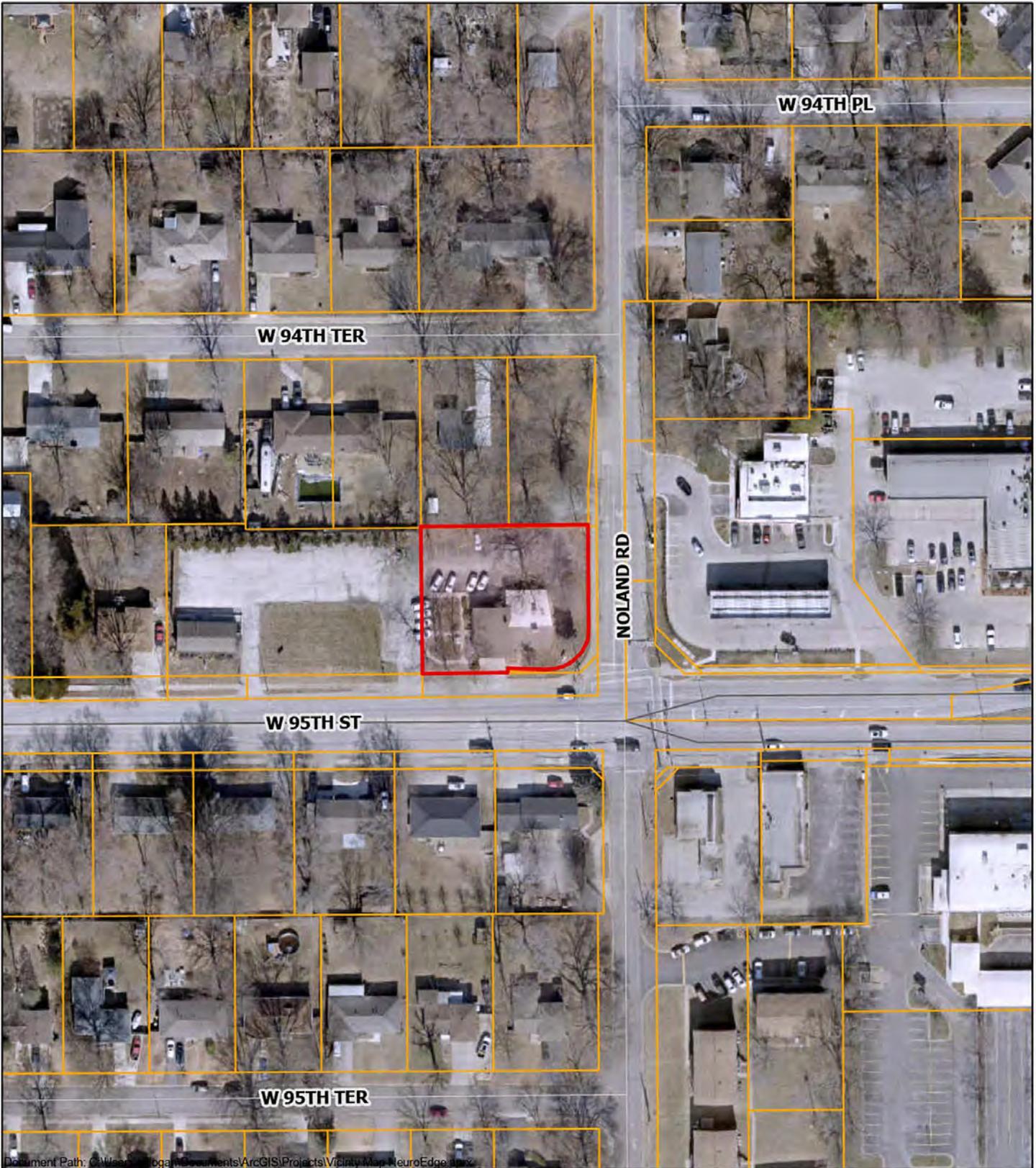
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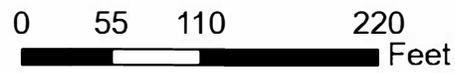
ATTACHMENTS

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



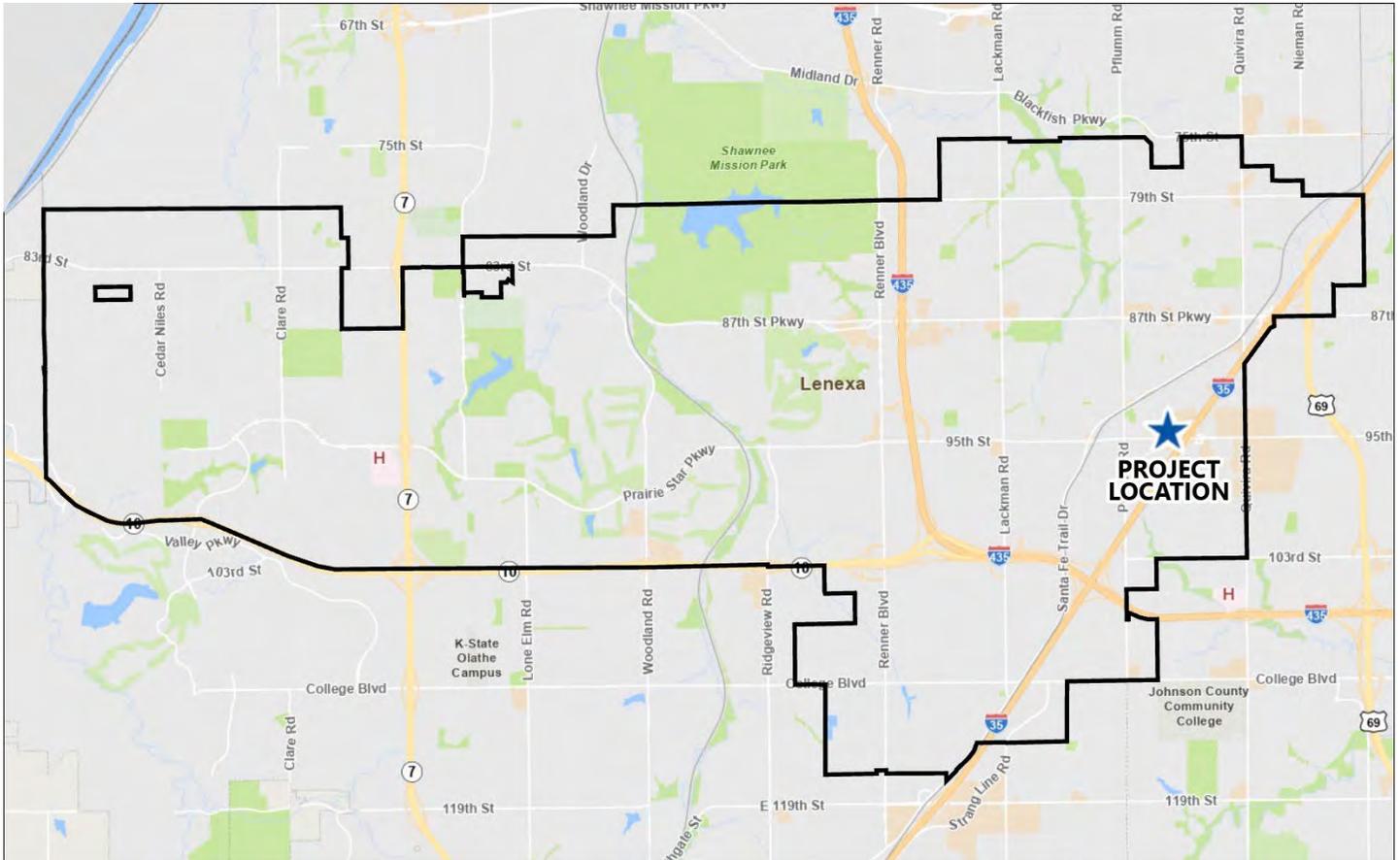
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7600

NeuroEdge Chiropractic, LLC



NEUROEDGE CHIROPRACTIC, LLC

Project #:	SU23-08	Location:	13100 W. 95 th Street, Suite 3A
Applicant:	Andrew Maloy, D.C.	Project Type:	Special Use Permit
Staff Planner:	Logan Strasburger	Proposed Use:	Medical Clinic, Chiropractor



PROJECT SUMMARY

The applicant, Dr. Andrew Maloy DC, is requesting approval of a Special Use Permit (SUP) to operate a medical clinic known as NeuroEdge Chiropractic, LLC located at 13100 W. 95th Street, Suite 3A, within the NP-O (Planned Neighborhood Office) District. Suite 3A has an existing SUP for “personal services” but chiropractic is classified as *medical or dental clinic*. Per Unified Development Code (UDC) [Section 4-1-B-11](#), a SUP is required to operate a medical clinic within the NP-O Zoning District. NeuroEdge Chiropractic specializes in soft tissue therapy, therapeutic exercise, and chiropractic adjustments. It is expected to be a low-volume clinic operating for approximately 26 hours per week (Monday through Friday). Staff recommends that property maintenance be performed as a condition of approval for this SUP. This request requires a public hearing at the Planning Commission meeting and consideration by the Governing Body.

STAFF RECOMMENDATION: APPROVAL FOR 5 YEARS WITH A CONDITION

SITE INFORMATION

The property at 13100 W. 95th Street was originally built and occupied as a residence in 1960. In May 1986, the property was rezoned from R-1 (Low Density Residential) to CP-O (Planned Office District) and later was rezoned to NP-O. Building additions were made to the structure in 1986 to accommodate office-related uses and multiple tenants. The structure has four levels with 12 units that are rented out to a variety of businesses.

There are three existing SUPs for this building, which are specific to suites.

1. Suite 3A: personal services (ORD #4344),
2. Suite 3B: personal services (ORD #4321), and
3. Suite 1A: massage services (ORD #4262).

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
0.40	2,700 (total) 650 (tenant space)	NP-O	Office/Employment Center



Exhibit 1: Aerial Image of Subject Site



Exhibit 2: Photo from west side of subject property facing southeast/95th street.



Exhibit 3: Photo from west side of subject property facing east towards Noland road.

LAND USE REVIEW

The subject property is in a Neighborhood Planned Office District. A *medical or dental clinic*, which includes chiropractic, requires a special use permit in this zoning district. Per UDC [Section 4-3-C-3](#), a *medical or dental clinic* is defined as:

“an establishment where patients, who are not lodged overnight except for observation or emergency treatment, are admitted for examination and treatment by a person or group of persons practicing any form of healing or health-building services, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists or any such profession, the practice of which is lawful in the State, and also includes establishments which provide massage therapy subject to the licensing provisions in this City Code.”

NeuroEdge Chiropractic will operate Monday and Tuesday 7:30 AM to 5:00 PM, Wednesday 7:30 AM to 1:00 PM, and Thursday and Friday 11:00 AM to 1:00 PM for a total of 26.5 hours weekly. The clinic is low-volume and appointments are expected to last 30 minutes. No more than two employees and one patient will be present during operating hours. Appointment times last around 30 minutes. Staff believes this is an appropriate location for a medical office. The future land use map supports office and community businesses near residential areas.

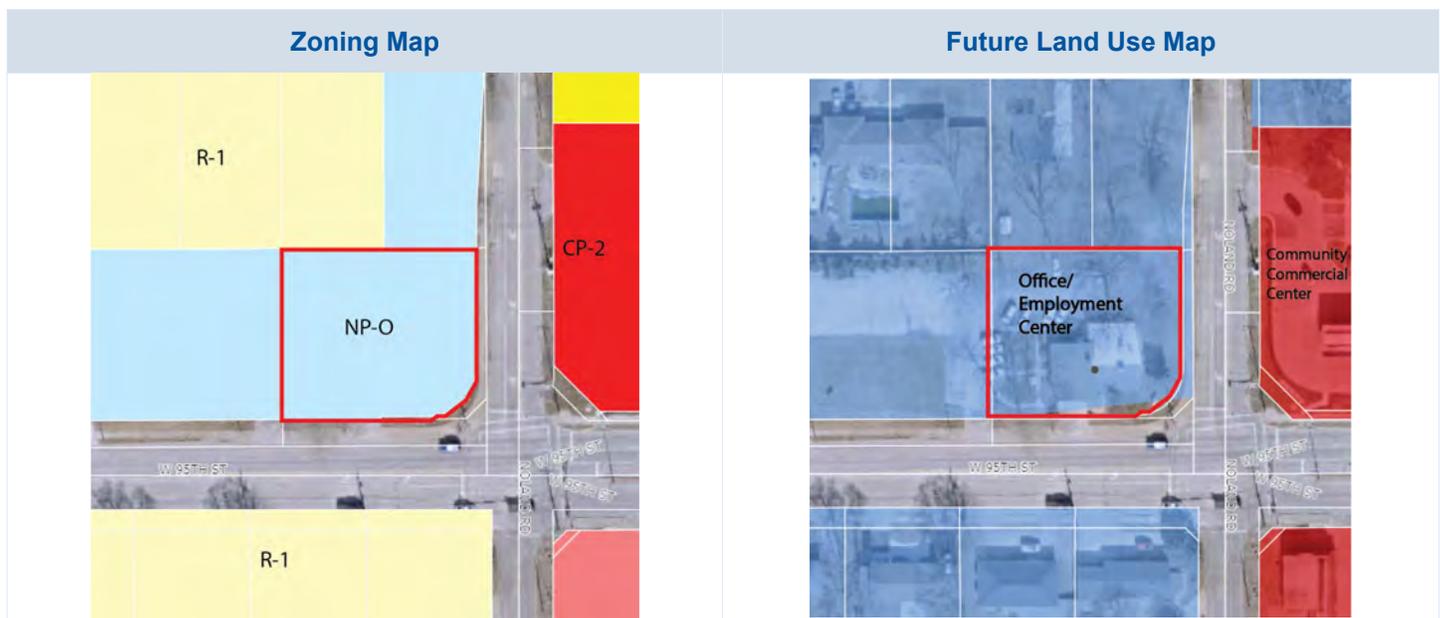


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Office/Employment Center	NP-O, Neighborhood Planned Office District	Office
North	Office/Employment Center, Suburban Residential	NP-O, Neighborhood Planned Office District & R-1, Residential Single-Family District	Residential – Single-Family Detached, Undeveloped
South	Office/Employment Center	R-1, Residential Single-Family District	Residential – Single-Family Detached
East	Community Commercial	CP-2, Planned Community Commercial District	Service Station, Auto Service, Restaurant
West	Neighborhood Office	NP-O, Neighborhood Planned Office District	Medical or Dental Office

SPECIAL USE PERMIT REVIEW

The applicant requests approval of a special use permit for a medical clinic (chiropractic) use at 13100 W. 95th Street in the NP-O Zoning District. 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 neighborhood is comprised of single-family residential homes and community commercial uses. Directly east of the subject site, across Noland Road and along 95th Street, is Philips 66 gas station, an auto service business known as Dare 2 Dream Motorsports, and Mi Ranchito restaurant. One lot that lies directly to the north of the subject property is zoned NP-O and is undeveloped except for the most southeastern part of the lot, which is utilized for an access drive for the subject site. Residential single-family homes are to the north of the subject property. The west adjacent property is a dental clinic. W. 95th Street borders the south edge of the property. A medical or dental clinic is a compatible use with the neighborhood because it is an appropriate use to buffer more intense uses in CP-2 Districts from surrounding residential single-family homes.

2. The zoning and use of properties nearby.

Surrounding zoning and uses are described in [Table 1](#). The uses associated with the subject property are various types of office. The NP-O District allows medical or dental clinics as a special use. NeuroEdge Chiropractic, LLC is a low-volume clinic and Staff does not anticipate negative externalities such as noise or traffic to be a concern. It is Staff's opinion the proposed special use is compatible with the surrounding zoning and uses.

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

There are three existing special use permits issued to individual suites within the subject property. Staff believes that this small, low-volume medical clinic is an appropriate use at this location.

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

Staff does not believe there is a potential for the chiropractic clinic to be detrimental to nearby property. The site has adequate on-site parking and a cross-parking and cross-access agreement with the adjacent dentist office to the west.

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

The property is mostly occupied. Tenant spaces become available from time to time.

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

Staff does not believe that the denial of the application would be a relative gain in public health, safety, or welfare to the community. Staff believes that the presence of a medical clinic within close proximity to residential neighborhoods would increase the public health and welfare of the community. Staff believes that if the application were denied, the hardships imposed on the applicant would be greater than any negative externalities the use may impose. Staff does not believe there are impacts that need to be mitigated by the applicant.

7. Recommendation of City's permanent professional staff.

Please 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 chiropractic clinic will not change the primary land use of the subject property. The land use is in conformity with the Future Land Use Map designation of Office/Employment Center.

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 subject property is an established development. The property is adequately served by required utilities and services.

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

See the parking standards table below. The subject property exceeds the requirement and has 20 spaces provided.

TABLE 2: PARKING STANDARDS			
Use	Parking Formula	Required Parking	Provided Parking
Medical Service	1 space per 200 SF	13	20
Office	1 space per 250 SF		

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 proposed use will not generate negative environmental impacts. New construction or additional pavement is not proposed with this SUP.

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 surfaces. The proposed SUP would not adversely affect the capacity or quality of water of the stormwater system. No natural streams are within the vicinity of the subject property.

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.

Staff conducted a site visit as part of the review for the SUP application. During the visit, the following observations were made:

- Deteriorated parking surface and missing parking space striping.
- Overgrowth of vegetation and damaged/diseased trees.
- No screening around waste receptacle.



Exhibit 4: Waste receptacle without required screening.

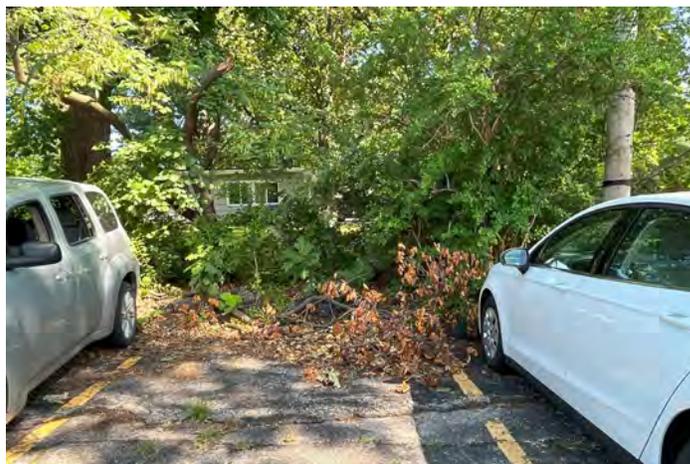


Exhibit 5: Overgrown vegetation and dead limbs in parking spaces.

Staff recommends these property maintenance concerns be required to be remedied as a condition of approval of the SUP. The applicant and property owner have been notified of Staff’s concerns. The property owner has begun work to remedy the issues. Since notification in early August, the parking lot has been repaved and restriped as shown in Exhibit 6. The property owner will not be able to address all property maintenance tasks before the Planning Commission meeting.

Staff recommends the following condition for the SUP to ensure that the property maintenance is completed in a timely manner:

1. The applicant/property owner shall have 90 days from the date of approval of the SUP to:
 - a. screen the waste receptacle with masonry as required by [Section 4-1-D-2-P-1](#);
 - b. remove overgrown vegetation; and
 - c. trim trees.



Exhibit 6: Parking lot resurfacing and restriping completed.

DEVIATIONS

The applicant is not requesting any deviations.

REVIEW PROCESS

- *This Special Use Permit requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the Special Use Permit is tentatively scheduled for consideration from the City Council on September 19, 2023.*

RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Conduct a Public Hearing.**
- ★ **Staff recommends approval of the proposed special use permit for NeuroEdge Chiropractic, LLC.**
 - The use, “*Medical or Dental Clinic*”, is appropriate at the subject property.
 - The project is consistent with Lenexa’s goals through ***Strategic Community Investment*** to create ***Healthy People*** and ***Vibrant Neighborhoods***.

SPECIAL USE PERMIT

Staff recommends **approval** of SU23-08 - a special use permit for a medical clinic known as **NeuroEdge Chiropractic, LLC** at 13100 W. 95th Street, Suite 3A, for a period of five years with the following condition:

1. The applicant/property owner shall have 90 days from the date of approval of the SUP to:
 - a. screen the waste receptacle with masonry as required by Section 4-1-D-2-P-1;
 - b. remove overgrown vegetation; and
 - c. trim trees.

NeuroEdge Chiropractic LLC Lenexa Business Plan

NeuroEdge Chiropractic LLC is a chiropractic business that specializes in soft tissue therapy and therapeutic exercise in addition to chiropractic adjustments and joint mobilization.

During the first year of practice the hours of operation will be Monday and Tuesdays 7:30AM - 5:00PM, Wednesdays 7:30AM - 1:00PM, Thursdays and Fridays 11:00AM - 1:00PM.

NeuroEdge Chiropractic will be a low volume clinic. Appointments will be 30 minutes long. One patient will be in the clinic at a time.

Dr. Andrew Maloy D.C.
NeuroEdge Chiropractic LLC
913-415-7704

1. NeuroEdge Chiropractic - Consideration of a special use permit for medical clinic use located at 13100 W. 95th Street, Suite 3A, within the NP-O, Planned Neighborhood Office District. SU23-08

APPLICANT PRESENTATION

Andrew Maloy, owner and operator of NeuroEdge Chiropractic has been in practice for about eight years. His practice specializes in pain management and optimal performance by specializing in therapeutic techniques, soft tissue, and rehabilitative exercises.

He noted that the property owner resurfaced, relined, and refinished the parking lot and are currently waiting on bids for tree trimming and masonry work on the trash receptacle. He expects to get a response by next week. He did some trash clean up at the site on his own today.

STAFF PRESENTATION

Logan Strasburger presented the Staff Report. The applicant applied for the special use permit only for Suite 3A and not the entire building at 13100 West 95th Street. There are twelve tenant spaces in the building. The medical clinic use aligns with the Future Land Use Map for Office and Employment Center, so the use is consistent with the Comprehensive Plan. She displayed a street view of the site, one from 95th Street looking north and the other from Noland Road looking west.

Of the 13 criteria used to review the special use permit request, Ms. Strasburger pointed out number 13 and stated there are property maintenance violations that must be remedied to comply with zoning requirements. To achieve compliance, screening of the waste receptacle, overgrown vegetation, and tree limbs in the parking lot will need to be removed. She displayed a photo of the parking lot before and after resurfacing. The applicant is working with contractors to get the remaining outstanding issues resolved. Staff recommends approval of the special use permit of a medical clinic for NeuroEdge Chiropractic for a period of five years with the conditions previously mentioned. The applicant will be given 90 days from approval of the special use permit to resolve all issues.

PUBLIC HEARING

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item. No one from the audience came forward.

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

PLANNING COMMISSION DISCUSSION

Commissioner Horine asked if the owner knows what will happen if all issues are not resolved within 90 days from approval of the special use permit. Andrew Maloy said that he was under the assumption that the City would revoke the special use permit. Stephanie Kisler responded that Staff would first look at it as a property maintenance issue before the revocation process. She noted the property owner is ultimately responsible for property maintenance, but Staff wanted to further incentivize property maintenance through the special use permit process.

Commissioner Horine said he wanted to make sure the applicant was aware of the repercussions if things do not get done. Andrew Maloy said he will continue to reach out to the office manager. Stephanie Kisler

assured Commissioner Horine that the owner has been very communicative about the issues and has begun work on some of the items. There will be an update as this application proceeds to the Governing Body.

Chairman Poss said it looked as though the parking lot had not been resurfaced. It just looked as if potholes were patched, the lot was seal coated, and striping was redone. Logan Strasburger responded that they laid asphalt over the pavement, restriped it and the property looks significantly better.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of SU23-08, a special use permit for a medical clinic known as **NeuroEdge Chiropractic, LLC** at 13100 W. 95th Street, Suite 3A, for a period of five years with the following condition:

1. The applicant/property owner shall have 90 days from the date of approval of the SUP to:
 - a. screen the waste receptacle with masonry as required by Section 4-1-D-2-P-1;
 - b. remove overgrown vegetation; and
 - c. trim trees

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

DRAFT

SU 23-08

ORDINANCE NO. [REDACTED]

AN ORDINANCE GRANTING A FIVE-YEAR SPECIAL USE PERMIT ON PROPERTY LOCATED AT 13100 W. 95TH STREET, SUITE 3A, IN LENEXA, KANSAS.

WHEREAS, on July 27, 2023, Andrew Maloy, D.C., agent for Daniel Askari and Matt Jones, owners of record, filed a request for a five-year special use permit to allow “Medical Clinic” on property located at 13100 W. 95th Street, Suite 3A, Lenexa, KS (the “Property”), in the NP-O, Planned Neighborhood Office Zoning District; and

WHEREAS, on August 28, 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 five-year special use permit to allow “Medical Clinic” on the Property, in the NP-O, Planned Neighborhood Office Zoning District, as reflected in the minute record for said meeting; and

WHEREAS, on September 19, 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 five-year special use permit to allow “Medical Clinic” in the Planned Neighborhood Office Zoning District, for the real estate described as:

Lots 1 and 2, SUNNY SIDE SUBDIVISION, a subdivision in the City of Lenexa, Johnson County, Kansas, EXCEPT that part condemned as Street Right of Way by the City of Lenexa in District Court Case No. 125095, filed in Volume 1923, Page 577, and EXCEPT that part contained in the Right of Way to the City of Lenexa, filed in Book 4709, Page 924;

More commonly known as 13100 W. 95th Street, Suite 3A, Lenexa, Kansas.

Hereinafter referred to as (the “Property”).

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

- A. The applicant or property owner shall have 90 days from the date of approval of this special use permit to:
 - a. screen the waste receptacle with masonry as required by Section 4-1-D-2-P-1;
 - b. remove overgrown vegetation; and
 - c. trim trees.

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 September 19, 2023.

SIGNED by the Mayor September 19, 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 10

SUBJECT: Ordinance approving a five-year special use permit for a medical clinic use for Headache Relief Center located at 8807 Long Street in the NP-O, Planned Neighborhood Office District

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Pass an ordinance approving a five-year special use permit (SUP) for a medical clinic use for Headache Relief Center located at 8807 Long Street, in the NP-O, Planned Neighborhood Office District.

APPLICANT:

Scott Chorny, D.C.

OWNER:

Mather Enterprises

PROPERTY LOCATION/ADDRESS:

8807 Long Street

PROJECT BACKGROUND/DESCRIPTION:

The applicant requests a five-year SUP to operate a medical clinic in the NP-O, Planned Neighborhood Office District. Headache Relief Center is a chiropractic clinic that exclusively serves individuals with headaches and migraine disorders by providing consultation, examination, and treatment services. The clinic is located at 8807 Long Street. The SUP is required for a medical clinic use within the NP-O District.

Headache Relief Center's hours of operation are Monday, Wednesday, and Thursday from 9 AM to 11 AM and 2:30 PM to 5:30 PM. Tuesday and Friday hours are 8 AM to 11 AM. This schedule results in a total of 21 hours per week. Three staff and three patients will occupy the space at any one time. Patient treatment visits last between 10-20 minutes on average and patient consultation and examination visits typically last 30 minutes.

STAFF RECOMMENDATION:

Passage of the ordinance.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 4 at the August 28, 2023 Planning Commission meeting. A public hearing was held and no one spoke. The Commission had no further discussion.

Chairman Poss entertained a motion to recommend **APPROVAL** for the SUP for Headache Relief Center located at 8807 Long Street in the NP-O, Planned Neighborhood Office District. Moved by Commissioner Macke, seconded by Commissioner Burson, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

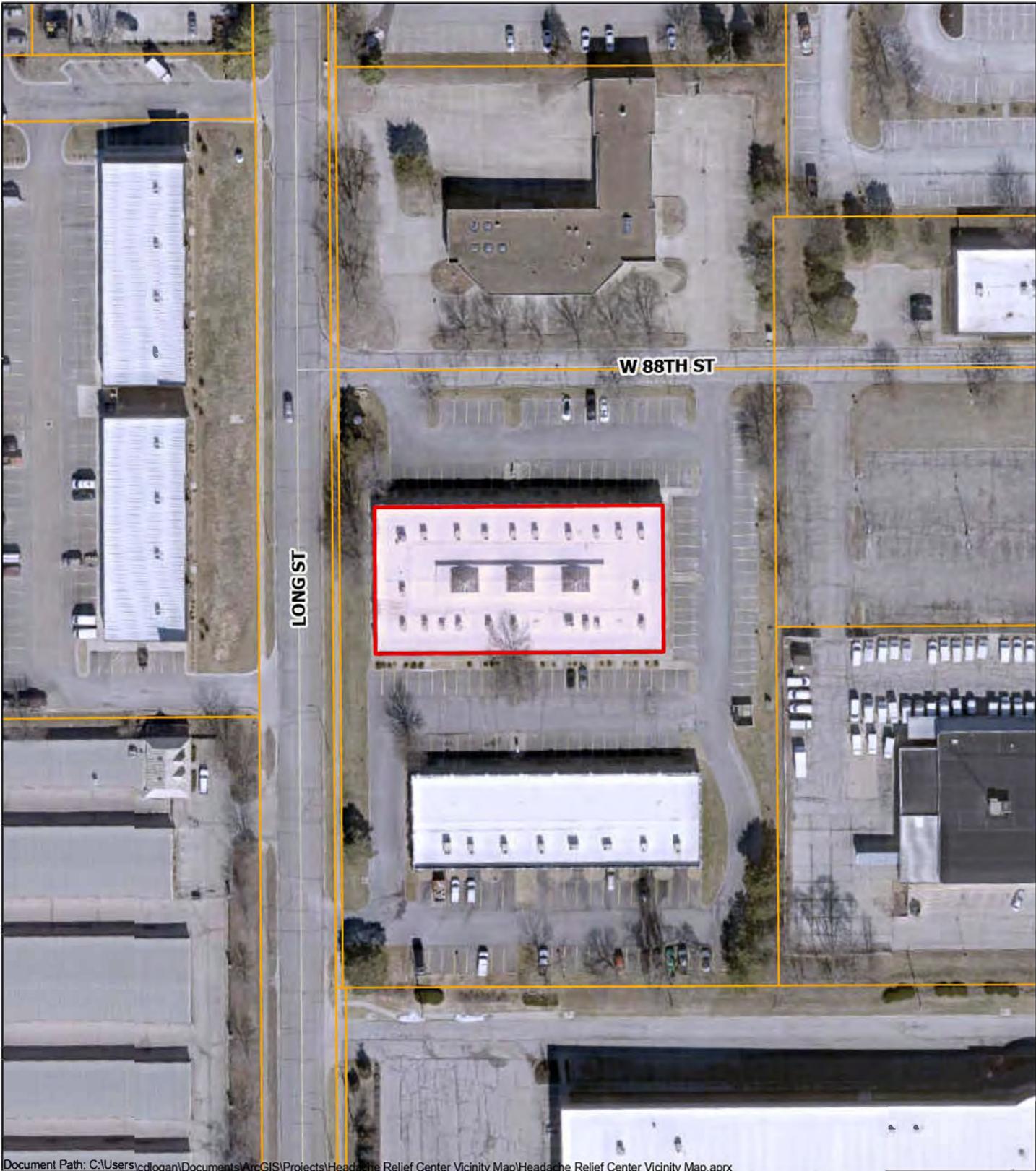
Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

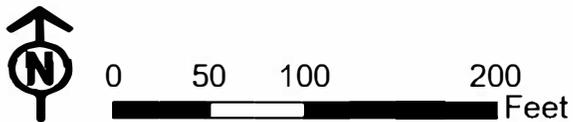
1. Map
2. PC Staff Report & Exhibits
3. PC Draft Minutes Excerpt
4. Ordinance



Document Path: C:\Users\cdlogan\Documents\ArcGIS\Projects\Headache Relief Center Vicinity Map\Headache Relief Center Vicinity Map.aprx

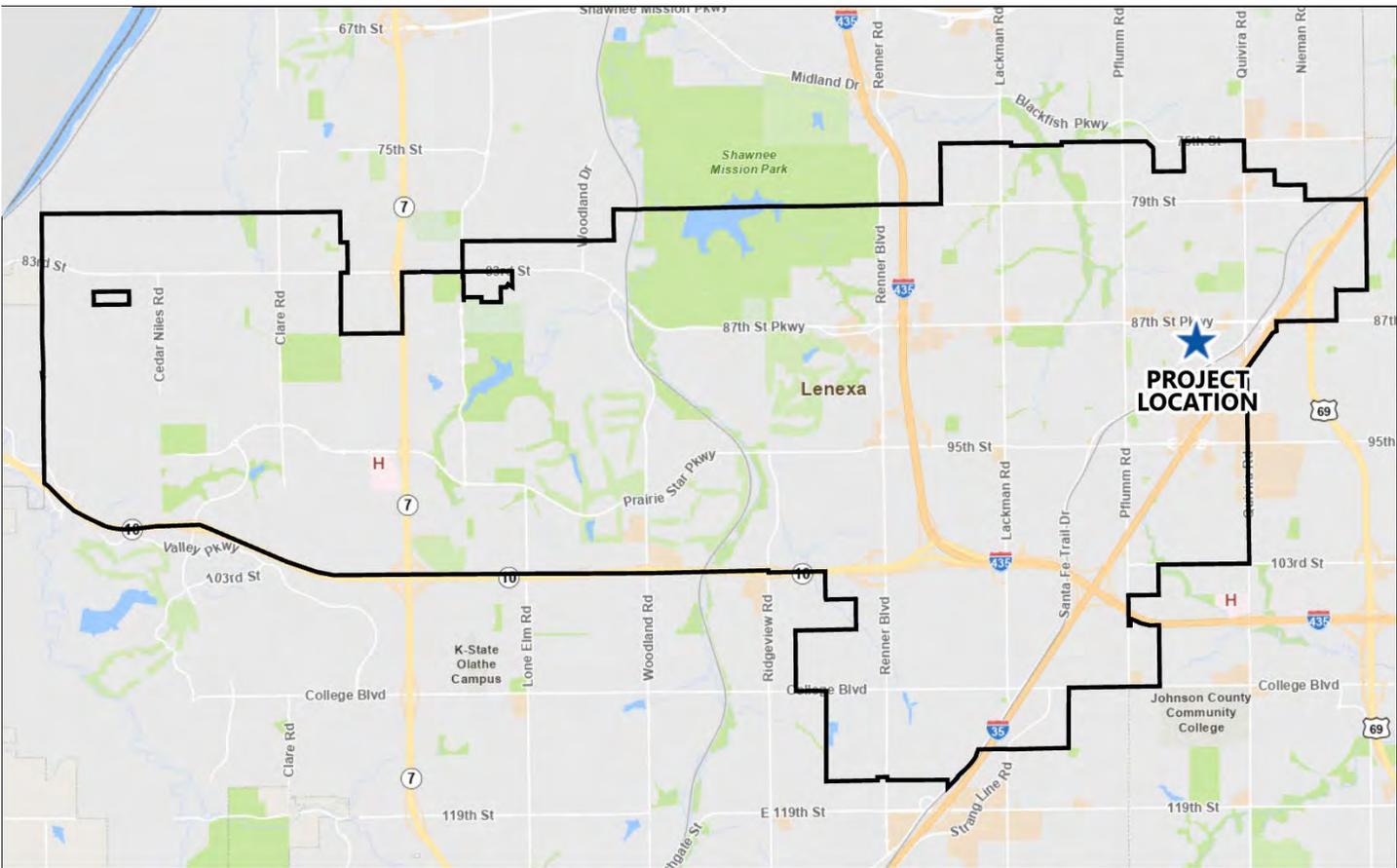
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Headache Relief Center



HEADACHE RELIEF CENTER

Project #:	SU23-07	Location:	8807 Long Street
Applicant:	Headache Relief Center, Dr. Scott Chorny, DC	Project Type:	Special Use Permit
Staff Planner:	Logan Strasburger	Proposed Use:	Medical Clinic, Chiropractor



PROJECT SUMMARY

The applicant is requesting approval of a special use permit (SUP) to operate a medical clinic for chiropractic services known as Headache Relief Center at 8807 Long Street in the NP-O (Planned Neighborhood Office) District. The applicant previously operated Headache Relief Center at 13021 W. 95th Street within the CP-1 (Planned Neighborhood Commercial) District. The medical clinic exclusively serves individuals with headaches and migraine disorders by providing consultation, examination, and treatment services. Per [Section 4-1-B-11](#), of the Unified Development Code (UDC), a SUP is required to operate a medical clinic use within the NP-O District. Staff supports the use of a medical clinic at this location because it is similar and compatible with surrounding uses. The SUP request requires a public hearing at the Planning Commission meeting and consideration by the Governing Body.

STAFF RECOMMENDATION: APPROVAL FOR 5 YEARS

SITE INFORMATION

8807 Long Street is one of 20 tenant spaces within the Parkway Plaza multi-tenant office building at the southeast corner of Long Street and W. 88th Street. The building was constructed in 1985. Since its inception, 8807 Long Street has been utilized as office space for a variety of businesses, including a dental supply company and a human resources consulting company. Neighboring tenants include insurance agents, medical services, massage therapy, kids’ entertainment space, tax and accounting services, and attorneys.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
3.24	17,600 (total) 800 (tenant space)	NP-O	Business Park



Exhibit 1: Aerial Image of 8807 Long Street.

LAND USE REVIEW

The applicant, Dr. Scott Chorny, DC, owns and operates Headache Relief Center at 8807 Long Street. Dr. Chorny was not aware of the requirement for a special use permit for medical clinics within the NP-O District until he applied for a business license and certificate of occupancy in July 2023. Staff informed Dr. Chorny that he must apply for a SUP to continue to operating Headache Relief Center. Medical clinics are classified as a special use within the NP-O District.

Dr. Chorny’s hours of operation are Monday, Wednesday, and Thursday from 9:00 AM to 11:00 AM and 2:30 PM to 5:30 PM. Tuesday and Friday hours are 8:00 AM to 11:00 AM. This schedule results in a total of 21 hours per week. Three staff and three patients will occupy the space at any one time. Patient treatment visits last between 10-20 minutes on average and patient consultation and examination visits typically last 30 minutes.

Staff believes that the proposed use of a medical clinic is appropriate in the context of existing surrounding land uses. Similar low-volume medical clinics and practitioners exist at the subject property.

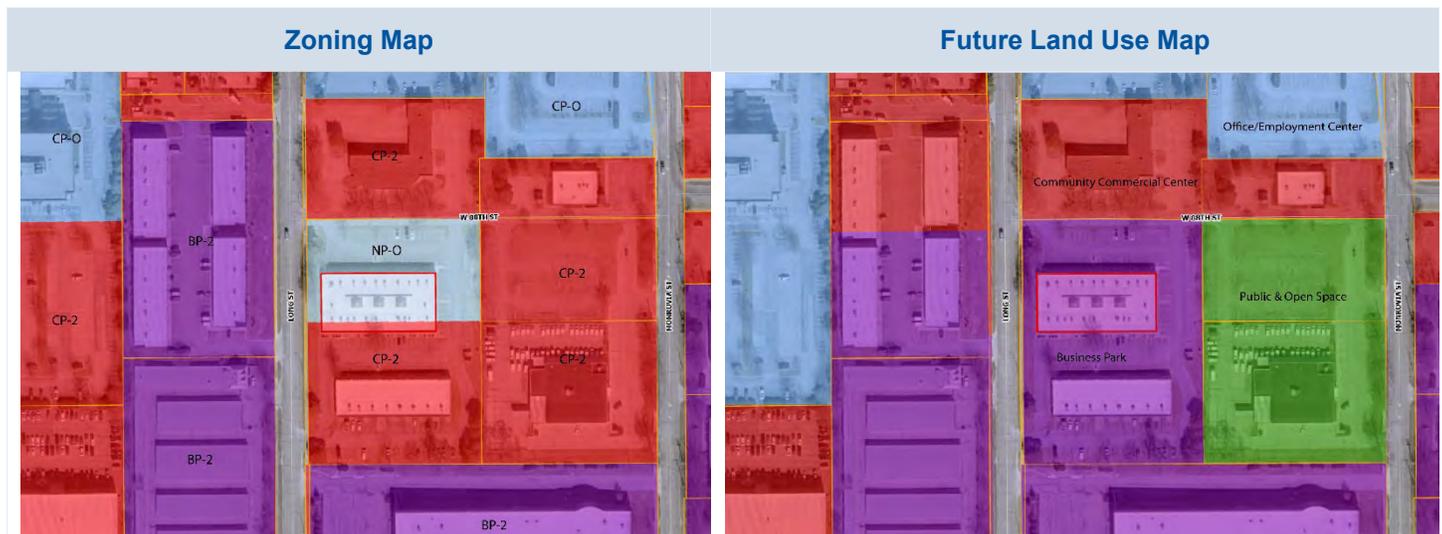


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Business Park	NP-O, Planned Neighborhood Office, CP-2, Planned Community Commercial	Office, Medical Services
	Community Commercial Center	CP-2, Planned Community Commercial	Public Services
	Business Park	CP-2, Planned Community Commercial	Office
	Public & Open Space	CP-2, Planned Community Commercial	Public/Post Office
	Business Park	BP-2, Planned Business Park	Self-Storage, Warehousing, Office

SPECIAL USE PERMIT REVIEW

The applicant requests approval of a special use permit for a medical clinic (chiropractic) use at 8807 Long Street in the NP-O Zoning District.

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

1. The character of the neighborhood.

The neighborhood is comprised of a variety of commercial and industrial uses. The subject property is utilized as office space and medical clinics. Directly north of the subject site is a carwash being converted to a Johnson County MedAct Station, Johnson County Court Services, and a bank. To the east is the United States Post Office, a childcare center, self-service carwash, and a drive-thru restaurant. South of the subject property is the second Parkway Plaza office building that is zoned CP-2 and hosts office space as well as more intense uses such as instrument calibration services, window tinting, and an air purification and water filtration installation business. There is also a laboratory, pharmaceutical manufacturing, and warehousing to the south of Parkway Plaza. To the west there are self-storage facilities, warehousing, multi-story office buildings, and a drive-thru restaurant. A medical or dental clinic is compatible with the neighborhood because there are similar businesses already operating near the same location without conflict.

2. The zoning and use of properties nearby.

Surrounding zoning and uses are described in [Table 1](#). The uses associated with the subject property are various types of office. The NP-O District allows medical or dental clinics as a special use. Headache Relief Center is a low-volume clinic and Staff does not anticipate negative externalities such as noise or traffic to be a concern. It is Staff's opinion the proposed special use is compatible with the surrounding zoning and uses.

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

There is one existing special use permit issued to an individual suite within the subject property. Staff believes that this small, low-volume medical clinic is an appropriate use at this location.

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

Staff does not believe there is a potential for the chiropractic clinic to be detrimental to nearby property. The site has adequate on-site shared parking with other tenants.

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

The property is mostly occupied. Tenant spaces become available from time to time.

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

Staff does not believe that the denial of the application would be a relative gain in public health, safety, or welfare to the community. Staff believes that the introduction of another medical clinic at the subject property is a gain in public health and welfare to the community by providing more options for healthcare. Staff believes that if the application were denied, the hardships imposed on the applicant would be greater

than any negative externalities the use may impose on neighboring properties. Staff does not believe there are impacts that need to be mitigated by the applicant.

7. Recommendation of City's permanent professional staff.

Please 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 chiropractic clinic will not change the primary land use of the subject property. The existing land use is not in accordance with the Future Land Use Map designation of Business Park; however, the site was approved and constructed for multi-tenant office uses in 1985 and has functioned that way since.

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 subject property is an established development. The property is adequately served by required utilities and services.

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

The subject property exceeds the parking requirement and has 160 spaces.

TABLE 2: PARKING STANDARDS			
Use	Parking Formula	Required Parking	Provided Parking
Medical Service	1 space per 200 SF	118	160
Office	1 space per 250 SF		

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 proposed use will not generate negative environmental impacts. New construction or additional pavement is not proposed with this SUP.

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 surfaces. The proposed SUP would not adversely affect the capacity of quality of water of the stormwater system. No natural streams are within the vicinity of the subject property.

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 applicant satisfied all requirements applicable to the special use permit and zoning requirements.

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 September 19, 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 Headache Relief Center.**
 - The use, “*Medical or Dental Clinic*”, is appropriate at the subject property.
 - The project is consistent with Lenexa’s goals through ***Strategic Community Investment*** to create ***Healthy People*** and ***Vibrant Neighborhoods***.

SPECIAL USE PERMIT

Staff recommends **approval** of SU23-07 – a special use permit for a medical clinic known as **Headache Relief Center** at 8807 Long Street for a period of five years.



Live a Happy, Healthy, Active Lifestyle Again!

July 20th, 2023

Headache & Pain Relief at Last!

dba Headache Relief Center

Dr. Scott B. Chorny, DC – managing member/owner

8807 Long Street

Lenexa, KS 66215

(913) 495-9777

Business Overview

My name is Dr. Scott Chorny and I have been in private healthcare practice for just over 30 years, since April of 1993. I founded Headache Relief Center after my own battle with migraines throughout my elementary and middle school years. I am formally trained and licensed as a chiropractic doctor by the Kansas State Board of Healing Arts and in good standing although we do not function day-to-day as a general chiropractic practice.

Headache Relief Center specializes exclusively in headache and migraine disorders. We are specialists at properly diagnosing the cause and personalizing treatment plans for headaches and migraines that originate from upper spinal disorders which medical research continues to demonstrate as a primary cause. We provide consultation services, examination services and treatment services in our Lenexa office.

Serving the Greater KC Area

I-35 and 95th Street in JoCo

(913) 495-9777

HeadacheReliefCenter.com

Our treatment methods include specific, hands-on spinal alignment procedures and not simply general spinal manipulation. In addition, we provide several types of physical medicine and therapy modalities for reducing headaches and pain, muscle spasm and tension as well as strengthening and rehabilitation modalities. Headache Relief Center is a specialty practice and operates with a low patient volume with personalized, one-on-one attention. This is critical since many of our patients feel as if they've "tried everything" with little, or no, lasting relief from their headaches. We also work with a network of local medical professionals to help ensure that our patients always get exactly the care that they need, even if these services are not provided in our office.

Scheduling and Staffing:

We schedule between four and six patients each hour of our workdays. With this schedule, we should have more than two patients in our office at any given time although, on occasion, there may be three.

Currently, my office manager (wife) and I are the sole employees of Headache Relief Center. Consideration may be made to hire an additional staff member, if and when deemed necessary, in the coming months.

Our Office Layout and Function:

Headache Relief Center operates in 800 square feet at 8807 Long Street. The office consists of a reception (waiting) area upon entry with seating for four people currently. Our patients are seen at their scheduled times, so waiting usually never occurs. We have a business/insurance office adjacent to the reception area upon entry to our office. Down the hallway, there is a therapy room for stretching exercises on one side of the hallway and a restroom and kitchenette on the other side. Finally, at the end of the hallway, there are two

rooms which include a primary treatment room for spinal alignment procedures and some stretching exercises and a consultation/examination room which also functions as the doctor's office.

Patient treatment visits last between 10 – 20 minutes on average. Patient consultation and examination visits last 30 minutes.

Our Patient Visit Hours are:

Monday, Wednesday and Thursday from 9:00am – 11:00am and 2:30pm to 5:30pm.

Tuesday and Friday from 8:00am – 11:00am.

This totals around 21 hours weekly of patient visit hours.

Tenant Parking for Businesses:

In our building on the North side where we are located, there are 10 total tenants and 40 total parking spaces. Along the front of the building are 22 parking spaces with an additional 18 spaces along 88th Street. Each tenant is assigned 2 designated parking spaces immediately in front of their business for their customers. Many of the businesses located in our building are business offices and do not have customers coming in and out of the building. There are also a couple of businesses in our building that have part-time business hours primarily in the late evening and on the weekend when Headache Relief Center is closed.

Other neighboring businesses in our building include:

8801 Long – Ainsworth Accounting & Tax Services

Open Monday through Friday from 9am – 5pm

8803 – US Automation Inc (business office)

Open Monday through Friday from 8am – 5pm

8805 – G&B Maintenance Services (business office)

No posted business hours

8807 – Headache Relief Center

See business hours above

8809 – Sugar Woogars Kids Spa – (only 2 overlapping business hours weekly)

Wednesday and Thursday overlapping hours from 4:30 – 5:30pm

8811 – P.Y.T. Parlor (low volume)

Monday – 9am – 5:30pm and Saturday 10am – 3pm

8813 DES Staffing Services (business office)

No posted business hours

8815 EKG Enterprise freight carrier (business office)

No posted business hours

8817 – On Track ABA Therapy child therapy (low volume)

Monday through Friday from 8:30am – 4:30pm

8819 – Gift Box Co

No business hours posted

SUMMARY:

- We are a 30+ year old Headache and Migraine specialty office.
- Our services include consultation, examination and treatment of spinal related headache and migraine disorders.
- We have low volume patient flow when compared to most healthcare offices.
- We are a very personalized, efficient practice with little to no wait time.
- Our primary goal is always to help people find proven, long-lasting relief from their headaches and migraines allowing them to live happy, healthy, active lives again!

Your consideration in granting Headache Relief Center a Special Use Permit is greatly appreciated! Please let me know if additional questions or concerns arise in making your decision.

Yours Very Sincerely,



“Dr. Scott” Chorny, DC

8807 Long Street

Lenexa, KS 66215

(913) 495-9777 – office phone

(913) 235-0327 – personal cell



1. Headache Relief Center - Consideration of a special use permit for a medical clinic use located at 8807 Long Street within the NP-O, Planned Neighborhood Office District. SU23-07

APPLICANT PRESENTATION

Scott Chorny, owner of Headache Relief Center, said he founded Headache Relief Center just over 30 years ago. His office in Lenexa has been in existence for about seven years. Although he is a trained chiropractor, his practice has been headache and migraine disorders for the last 28 ½ years. His patient base is in Lenexa, Kansas City, and some even travel from Nebraska and Oklahoma. The day-to-day practice involves consultation services, examinations, spinal alignment, theory, and rehabilitation. Their business network also includes a neurologist, pain specialist and physical therapist. He is requesting a special use permit to move to 8807 Long Street because their old location is outdated and does not fit their current image.

STAFF PRESENTATION

Logan Strasburger presented the Staff Report. She displayed an aerial image showing the site location and talked about the zoning and future land use. She noted that a special use permit is required for chiropractic use in an NP-O, Planned Neighborhood Office District. The building has 20 other tenants including medical offices, attorneys, and other general office uses. Two of the medical offices are non-conforming because they do not have a special use permit. There is also a driving school with an existing special use permit. She displayed an aerial street view of the building and its location noting there are similar uses in that area. Staff believes it is an appropriate use in that location. She explained the special use permit criteria and noted that full responses for each of the criteria were in the Staff Report. Staff recommends approval of the special use permit for a medical clinic use for Headache Relief Center for a period of five years.

PUBLIC HEARING

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item. No one from the audience came forward.

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

PLANNING COMMISSION DISCUSSION

Chairman Poss said in reviewing staff's report it seemed pretty straight forward and, in his opinion, all 13 special use permit criteria have been met.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of a special use permit for a medical clinic known as **Headache Relief Center** at 8807 Long Street for a period of five years.

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

SU 23-07

ORDINANCE NO. [REDACTED]

AN ORDINANCE GRANTING A FIVE-YEAR SPECIAL USE PERMIT ON PROPERTY LOCATED AT 8807 LONG STREET, IN LENEXA, KANSAS.

WHEREAS, on July 24, 2023, Scott Chorny, agent for Mather Enterprises, Owner of Record, filed a request for a five-year special use permit to allow "Medical Clinic" on property located at 8807 Long Street, Lenexa, KS (the "Property"), in the NP-O, Planned Neighborhood Office Zoning District; and

WHEREAS, on August 28, 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 five-year special use permit to allow "Medical Clinic" on the Property, in the NP-O, Planned Neighborhood Office Zoning District, as reflected in the minute record for said meeting; and

WHEREAS, on September 19, 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 five-year special use permit to allow "Medical Clinic" in the Planned Neighborhood Office Zoning District, for the real estate described as:

A part of Lots 2 and 3, MERIDIAN HEIGHTS, a subdivision in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 3 of MERIDIAN HEIGHTS; thence North 90°00'00" West, along the South line of said Lot 3, a distance of 320.00 feet to the True Point of Beginning; thence continuing North 90°00'00" West, along said South line of Lot 3, a distance of 312.71 feet to a point that is 5 feet East of the Southwest corner of said Lot 3; thence North 00°07'18" East, along a line that is 5 feet East of and parallel to the Westerly lot line of said Lots 2 and 3, a distance of 447.05 feet to a point; thence North 90°00'00" East, along a line that is parallel to the South line of Lot 2, a distance of 312.90 feet to a point, said point being 320.00 feet West of the Easterly line of said Lot 2; thence South 00°08'45" West, along a line that is 320.00 feet West of and parallel to

the Easterly lot lines of said Lots 2 and 3, a distance of 44 7 .05 feet to the Point of Beginning.

More commonly known as 8807 Long Street, Lenexa, Kansas.

Hereinafter referred to as (the "Property").

SECTION TWO: 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 THREE: 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 September 19, 2023.

SIGNED by the Mayor September 19, 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 11

SUBJECT: Consideration of a preliminary plan/plat for a single-family residential subdivision known as Falcon Farm, located near the northeast corner of 101st Street & Lone Elm Road within the R-1, Single-Family Residential District

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Approve a preliminary plan/plat for a single-family residential subdivision known as Falcon Farm, located near the northeast corner of 101st Street & Lone Elm Road within the R-1, Single-Family Residential District.

APPLICANT/DESIGN PROFESSIONAL:

Daniel Finn, Phelps Engineering

OWNER:

Raman Property, LLC

PROPERTY LOCATION/ADDRESS:

Near the northeast corner of 101st Street & Lone Elm Road

PROJECT BACKGROUND/DESCRIPTION:

The applicant proposes a single-family residential development called Falcon Farm (formerly known as Raman 101st Street Single-Family) near the northeast corner of 101st Street and Lone Elm Road in the R-1, Single-Family Residential District. The plat will include 66 single-family lots and 8 tracts on 30 acres. The development's density is 2.2 dwelling units per acre. The project includes construction of new public streets and related infrastructure improvements. The plat includes landscape, utility, public trail, sanitary, and drainage easements and dedication of rights-of-way. No deviations from the Unified Development Code (UDC) are requested. The preliminary plat is intended to serve as the preliminary plan.

The proposed plan/plat includes tracts for stormwater detention near the northwest and northeast corners of the subdivision. A public trail easement is located along the utility easement that runs diagonally through the center of the subdivision. The trail will connect to the future trail network to the north along Prairie Star Parkway and south along K-10 Highway.

STAFF RECOMMENDATION:

Approval of the preliminary plan/plat.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 7 at the August 28, 2023 Planning Commission meeting. This item did not include a public hearing; however, Chairman Poss asked if anyone in the audience wished to speak on the matter. No one from the public spoke. The Commission discussed whether homes would fit on the lots without deviations and the applicant confirmed that no deviations were

necessary. A commissioner asked about notification to the school districts for school capacity planning. A commissioner asked about maintenance responsibilities for the detention areas and the applicant said that would be finalized at final plat stage.

Chairman Poss entertained a motion to recommend **APPROVAL** for a preliminary plat/plan for Raman 101st Street Single Family (Falcon Farm) located near the northeast corner of 101st Street & Lone Elm Road within the R-1, Single-Family Residential District. Moved by Commissioner Woolf, seconded by Commissioner Horine, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

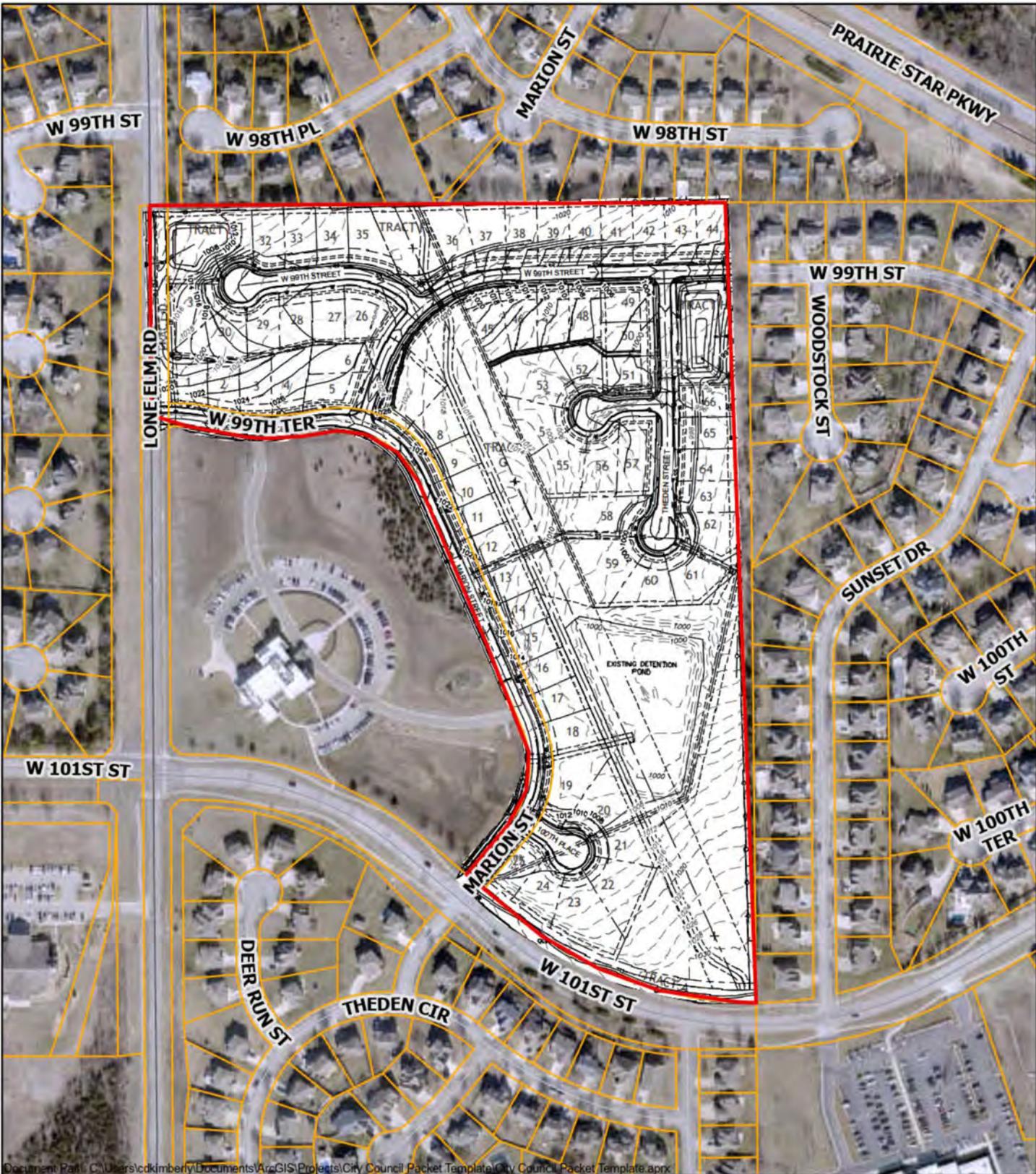
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Plan/Plat
3. PC Staff Report & Exhibits
4. PC Draft Minutes Excerpt



Document Path: C:\Users\ckimberly\Documents\ArcGIS\Projects\City Council Packet Template\City Council Packet Template.aprx

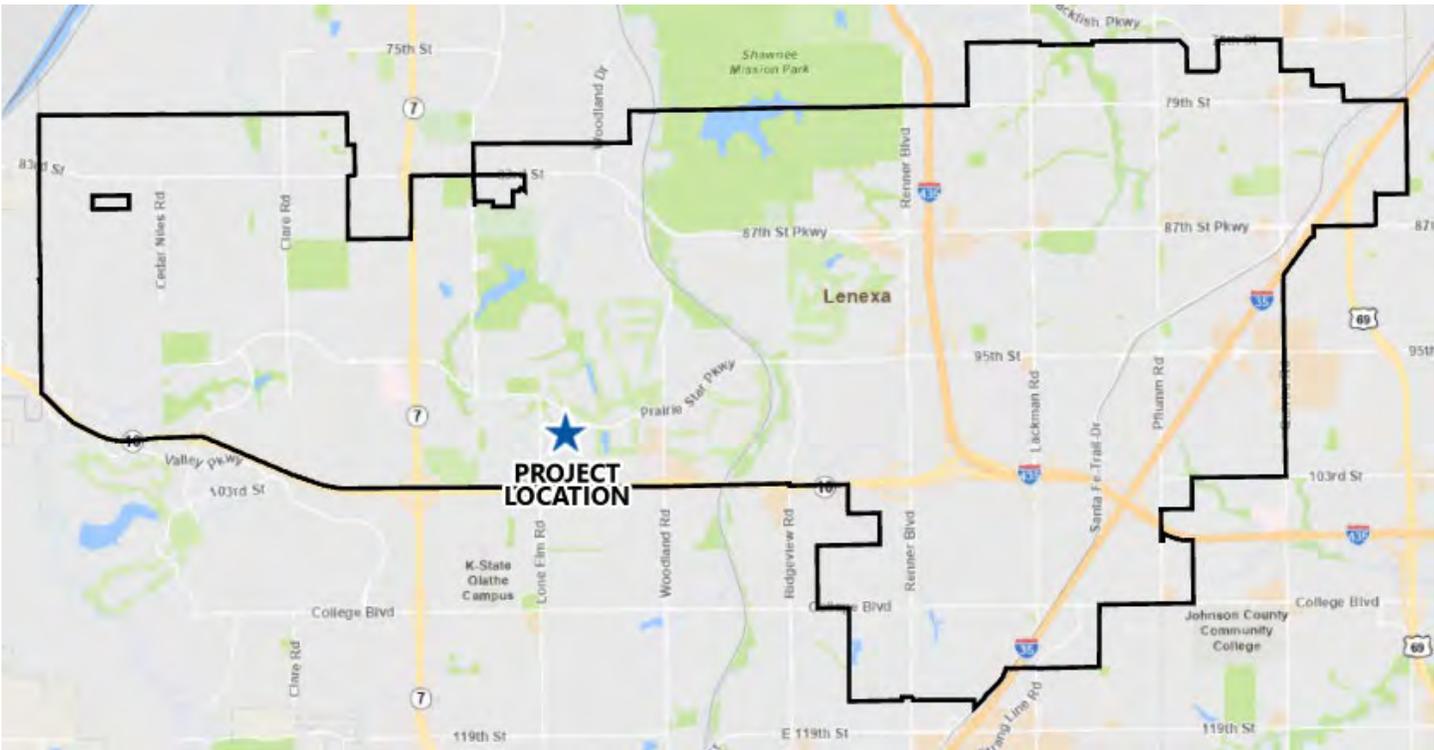
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Falcon Farm (Raman 101st Street Single-Family)



RAMAN 101ST STREET SINGLE-FAMILY (aka FALCON FARMS)

Project #:	PT23-03P	Location:	NEC of 101 st St and Lone Elm Rd
Applicant:	Daniel Finn, Phelps Engineering	Project Type:	Preliminary Plan/Plat
Staff Planner:	Kimberly Portillo, AICP	Proposed Use:	Single-Family Residential



PROJECT SUMMARY

The applicant proposes a single-family residential development known as Falcon Farms at the northeast corner of 101st Street and Lone Elm Road in the R-1, Single-Family Residential Zoning District. The plat will include 66 single-family lots and 8 tracts on 30 acres. The development’s density is 2.2 dwelling units per acre. The project includes construction of new public streets, related infrastructure improvements, and trail easement dedications for a public trail. The preliminary plat is intended to serve as the preliminary plan.

STAFF RECOMMENDATION: APPROVAL WITH A CONDITION

SITE INFORMATION

- 1993: The site is annexed into the City of Lenexa in 1993 with an agricultural zoning classification.
- 1997: A preliminary plat and rezoning from AG to R-1 for approximately 78 acres is approved on November 18, 1997.
- 1998: The 1st Plat for Stoneview Estates was approved on March 2, 1998.
- 2003: The 2nd Plat for Stoneview Estates was approved on June 30, 2003.
- 2009: An application was approved for a final plat with a similar layout to what is now being proposed for Stoneview Estates, 3rd plat in 2009. Eventually, the approval expired, thus requiring a new preliminary and final plat.

LAND AREA (AC) 29.9	BUILDING AREA (SF) N/A	CURRENT ZONING R-1	COMP. PLAN Suburban Residential
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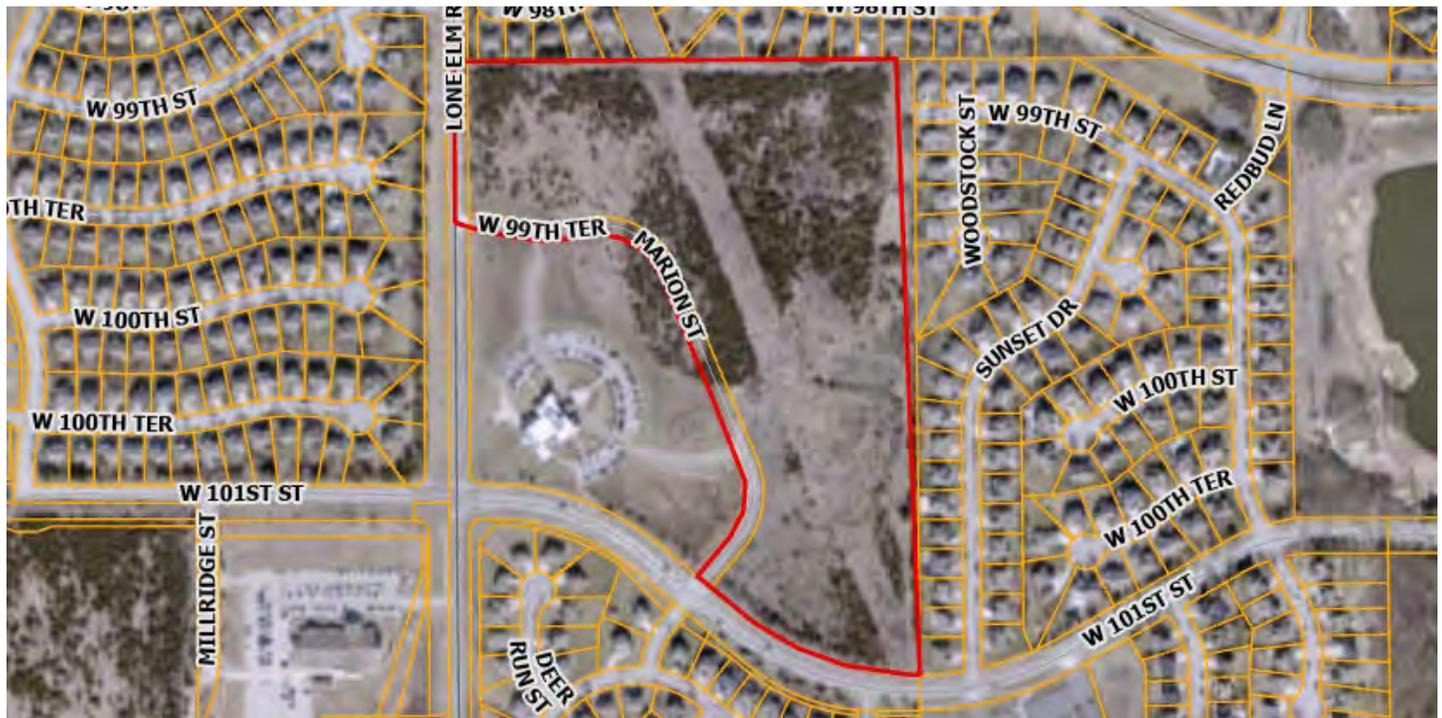


Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

This site has a future land use designation of Suburban Residential, defined as low-density detached single-family housing not exceeding a gross density of 3.5 dwelling units per acre. The property is zoned R-1, Residential Single-Family and is surrounded by single-family subdivisions. The applicant proposes detached single-family housing with a density of 2.2 dwelling units per acre. The proposed development is compatible with surrounding uses.



TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Suburban Residential	R-1, Residential Single-Family	Undeveloped
North	Suburban Residential & Public/Open Space	R-1, Residential Single-Family	Residential – Single-Family
South	Suburban Residential	R-1, Residential Single-Family	Residential – Single-Family
East	Suburban Residential	R-1, Residential Single-Family	Residential – Single-Family
West	Suburban Residential	R-1, Residential Single-Family	Residential – Single-Family & Religious Temple

PRELIMINARY PLAT/PLAN REVIEW

This is a preliminary plat for a single-family subdivision consisting of 66 single-family lots and eight tracts on 29.97 acres in the R-1, Residential Single-Family Zoning District. The preliminary plat is serving as the preliminary plan and the application included the review of required preliminary plan documents. The plat includes construction of new streets, cul-de-sacs, sidewalks, and infrastructure to support the subdivision. Use of each tract is outlined in Table 2. The final plat will need to state ownership and responsible party for maintenance of each tract as the Homeowners Association. The applicant has stated in responses to Staff that a Housing Classification of “A” is proposed. The housing classification must be noted on the final plat. The subdivision will include continuation of Marion Street to connect W. 101st Street and Lone Elm Road. Utilities are available to the site.

There is an existing 100-foot-wide power easement that runs diagonally north-south through the site. West 99th Street will cross this easement. A public trail will be located in the easement. Stormwater detention tracts are located in the northwest corner of the site, at the southeast corner of W. 99th Street and Theden Drive, and at the southeast corner of the site. The proposed density is 2.2 dwelling units per acre, which is below the maximum allowable density of 3.5 dwelling units per acre.

The final plat will need to provide language for all dedications and easements, as well as establish the responsible party for maintenance. All open space, landscape, pedestrian easements, and drainage areas shall be owned and maintained by the established Homeowners Association.

The following easements and dedications are shown on the preliminary plat

- Landscape easements
- Utility easements
- Trail easements
- Sanitary easements
- Drainage easements
- Rights-of-way

TABLE 2: TRACT PURPOSES	
Tract	Purpose
A	Landscape
B	Open Space /Trail
C	Pedestrian Access Easement/Trail
D	Landscape
E	Detention/Drainage
F	Open Space/Trail
G	Open Space/Trail
H	Detention/ Drainage

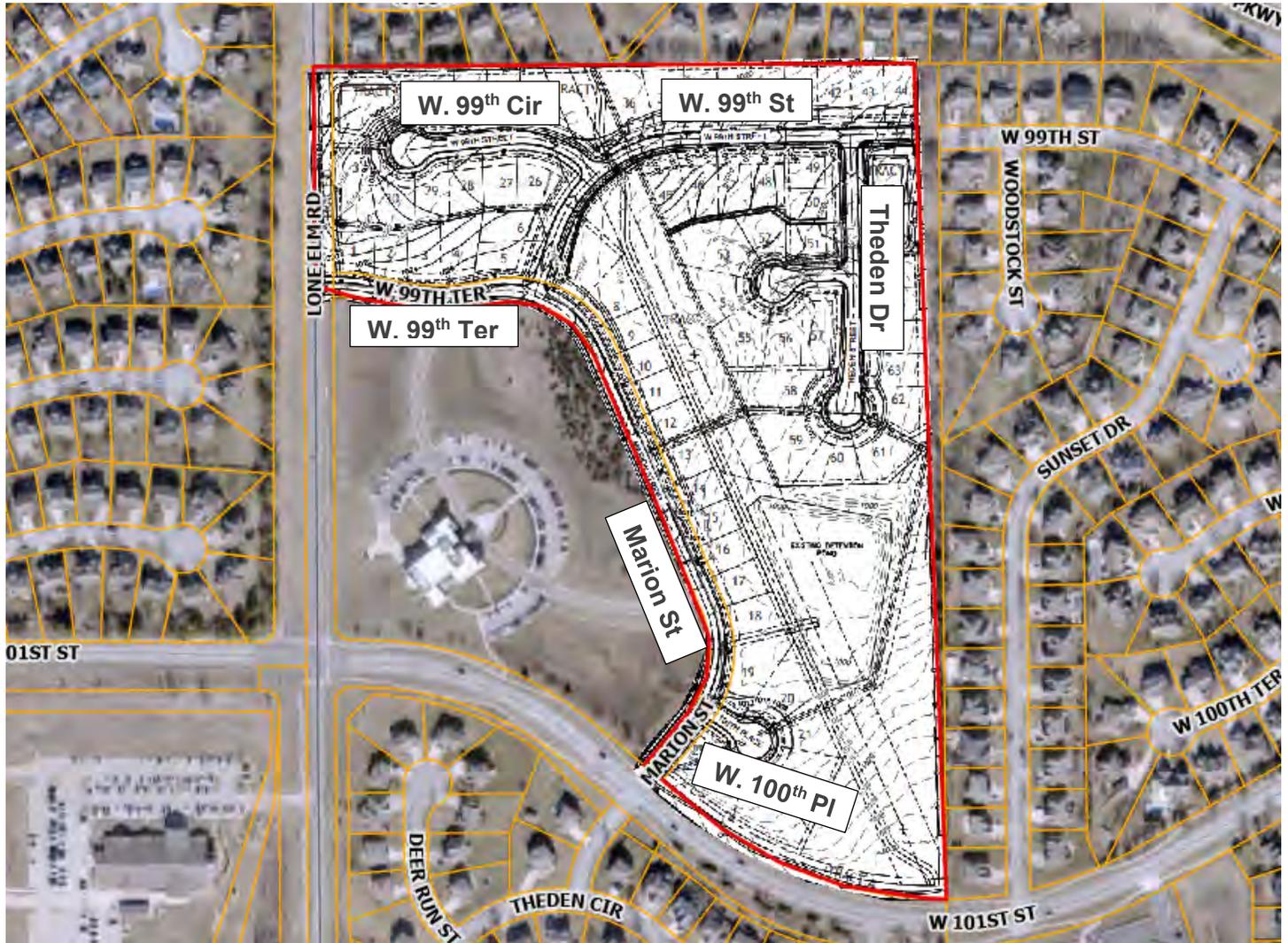


Exhibit 2: Georeferenced graphic.

DIMENSIONAL STANDARDS

The proposed layout conforms with the required dimensional standards of the R-1 Zoning District.

TABLE 3: R-1 SETBACK ANALYSIS		
Area	Required Minimum Setback	Proposed Setback
Setback From Streets	30'/20' from side streets	30'/20' from side streets
Interior Setback	7'	7'
Rear Yard Setback	20'	20'

PUBLIC IMPROVEMENTS

The Falcon Farms subdivision infrastructure requirements include completing Marion Street from its currently stubbed location, north and west to its tie-in point with Lone Elm Road, as well as constructing the W. 99th Street connection from its current stub at the east side of the property connecting back to Marion Street, along with the ancillary cul-de-sac arms off of W. 99th Street resulting in the three new cul-de-sacs shown above.

This plat also includes all ancillary infrastructure for the proposed streets (such as sidewalk, streetlights, etc.) as well as a trail easement. The planned trail will be a public trail connecting to the larger trail network as shown in Exhibit 3. The final plat will be required to have a trail easement for future construction and public use of the trail. The trail will be constructed by the City. The easement language shall read as follows:

“A 20-foot wide “Trail Easement” or “T/E” is hereby dedicated to the City of Lenexa, Kansas, for public use over those areas outlined and designated on this plat as such. Maintenance of this “T/E” shall be the responsibility of the Homeowners Association.”

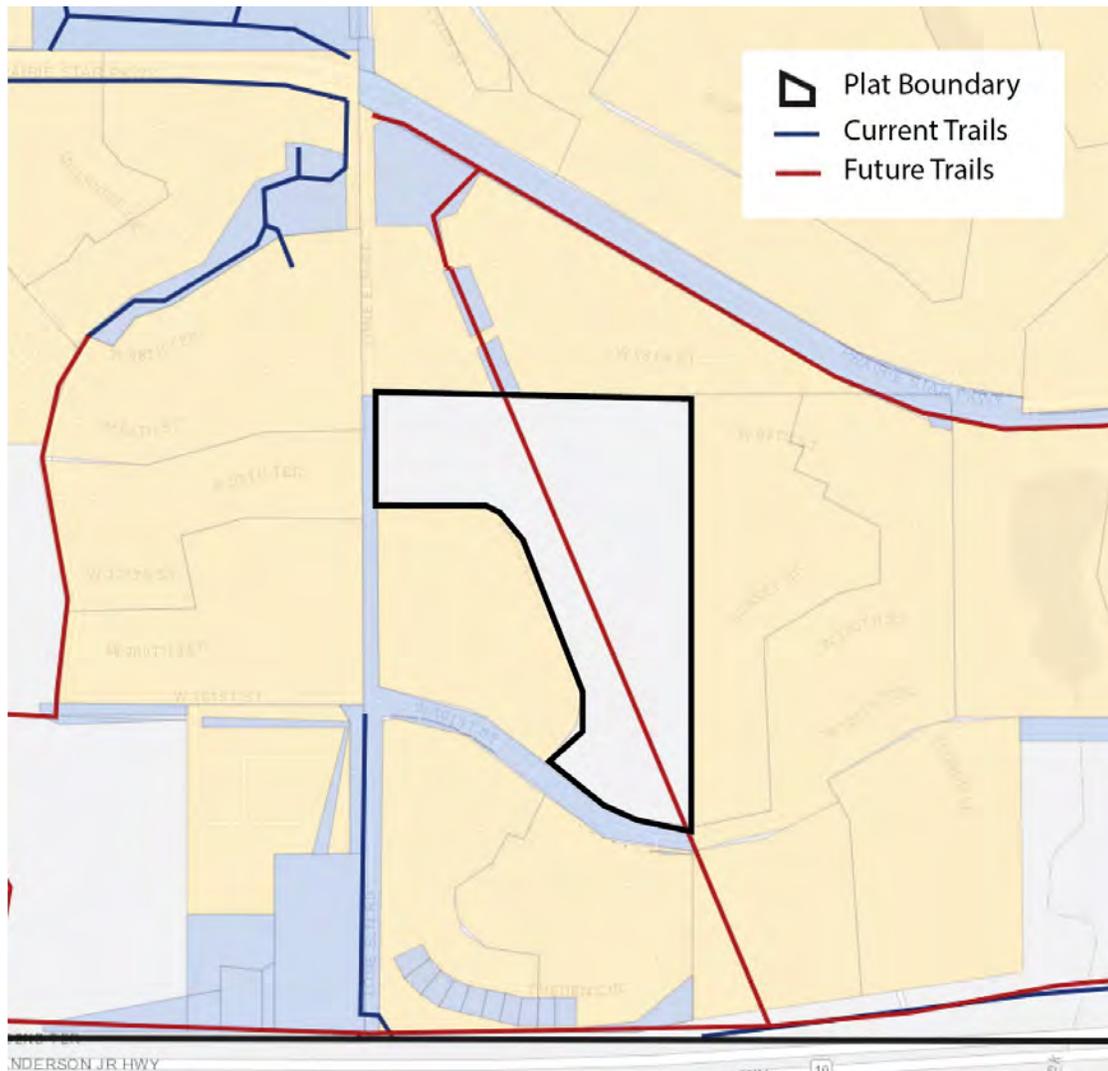


Exhibit 3: Existing and Planned Public Trail Network.

TRAFFIC, ACCESS, AND PARKING

The site has planned street connections to Lone Elm Road, W. 101st Street, and W. 99th Street. Pedestrian connections will include sidewalks along all streets as well as a trail connection from Falcon Ridge Meadows to the north through to 101st Street. A pedestrian connection is provided from the south end of the Theden Drive cul-de-sac toward Marion Street. West 101st Street is a collector street and Lone Elm Road is a minor arterial street.

STORMWATER

The applicant has submitted a preliminary drainage study indicating the intent to meet the City’s stormwater standards and requirements. The project is proposing meeting Lenexa’s quantity and quality requirements through a combination of preserved or established native vegetation, native vegetation filter strips, and three (two new, one existing) extended dry detention basins.

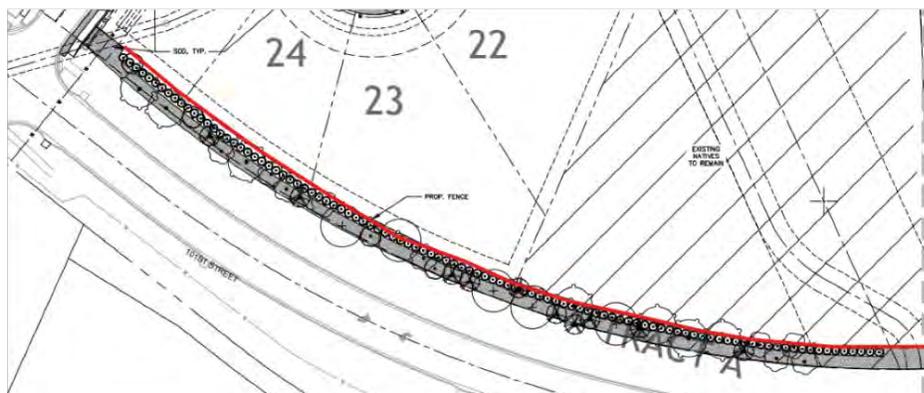
FIRE PREVENTION

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. A more detailed fire code review will be conducted based on the adopted codes at the time of the building permit documentation submittal.

LANDSCAPING

Street trees are provided along all streets to satisfy [Section 4-1-D-2-J](#) of the Unified Development Code. Landscape buffer tracts are required along W. 101st Street and Lone Elm Road. The applicant provided a 15’ landscape buffer and fencing adjacent to W. 101st Street (Tract A) and a nine-foot-wide buffer tract along Lone Elm Road (Tract D). Staff is recommending a condition that Tract D be increased to 15 feet with the final plat to be in compliance with the buffer requirements for arterial roads in the UDC. This buffer provides an important noise and privacy barrier between the single-family homes and adjacent traffic. The fence shall be located at the tract boundary farthest from the right-of-way. A 20’ public trail easement is located in Tract F, G, and B. A landscape buffer is not required to the north or east, where existing development is single-family residential. The landscape buffer fence to be installed along W. 101st Street and Lone Elm Road will be black aluminum with masonry columns.

Exhibit 4: Snips of buffer fence location along Lone Elm Road (right) and 101st Street (below).



— Location of Buffer Fence

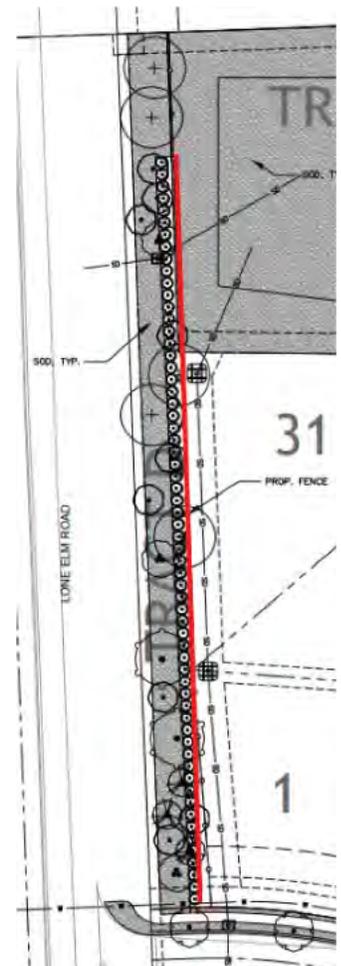




Exhibit 5: Landscape Plan.

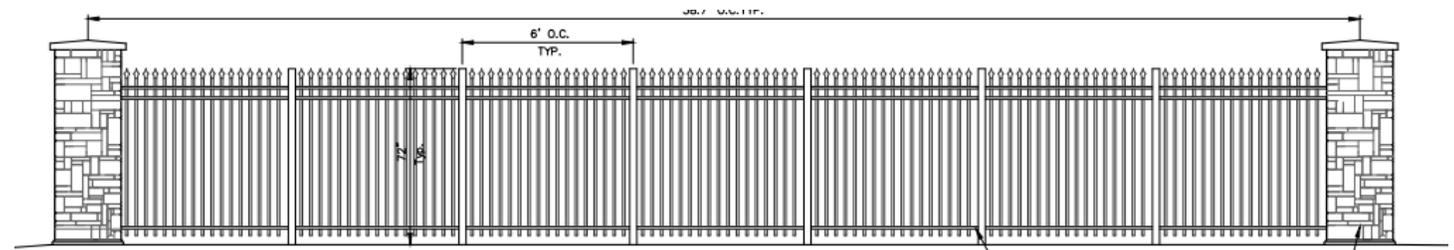


Exhibit 6: Buffer fence.

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 September 19, 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 Plat/Plan for Raman 101st Street Single-Family (Falcon Farms).**
 - This application is a preliminary plat/plan for a single-family subdivision.
 - The project is consistent with Lenexa’s goals through *Responsible Economic Development* to create *Vibrant Neighborhoods*.
- ★ **The development’s Final Plat submittal shall include the following changes:**
 - Add a plat note for the trail easement – “A 20-foot wide “Trail Easement” or “T/E” is hereby dedicated to the City of Lenexa, Kansas, for public use over those areas outlined and designated on this plat as such. Maintenance of this “T/E” shall be the responsibility of the Homeowners Association.”
 - Add a plat note designating the housing classification.
 - Add plat notes identifying the owner and responsible party for maintenance of tracts.
 - Add plat notes providing language and establishing the responsible party for maintenance for all dedications and easements.
 - Increase Tract D which serves as a mandatory landscape buffer along Lone Elm Road, an arterial, shall be increased to a minimum of 15 feet in width in accordance with Section 4-2-E-4-B-2-A of the Unified Development Code for the purpose of providing screening between the single-family homes and the arterial road.

PRELIMINARY PLAT/PLAN

Staff recommends **approval** of the preliminary plat/plan for PT23-03P – **Raman 101st Street Single Family (Falcon Farms)** at the northeast corner of W. 101st Street and Lone Elm Road, for a single-family residential development, with a condition that the plat be revised to address Staff’s recommended changes.

1. Raman 101st Street Single-Family (also known as Falcon Farms) - Consideration of a preliminary plat for a single-family residential subdivision located near the northeast corner of W. 101st Street and Lone Elm Road within the R-1, Single-Family Residential District. PT23-03P

APPLICANT PRESENTATION

Mason Olson, with Olsson Engineering, spoke on behalf of the applicant. He explained the proposed development is zoned single-family residential and has a large transmission line going through the center as well as a detention pond that facilitates stormwater runoff from nearby residential homeowners. The site will include 66 single-family lots ranging from a quarter to a half-acre in size. They will be 1,600+ square feet and the building materials will be determined at final plan stage. They are providing two new detention ponds to help mitigate stormwater runoff. They also plan to preserve a large portion of the native plants on site. The developer will provide a trail easement and connectivity with the City's trail system.

STAFF PRESENTATION

Kim Portillo presented the Staff Report. She acknowledged that the notification signs listed the project name as "Raman 101st Street", but going forward the project will be known as Falcon Farms. She gave an overview of the site location and explained the previously approved plan, Stoneview Estates, Third Plat, expired in 2010. The Falcon Farms layout is similar to the expired Stoneview plan but there are some changes within the proposed site plan. Staff concluded that the Falcon Farms application is in compliance with zoning and Future Land Use. The applicant will provide a connection from 101st Street to Lone Elm Road and 99th Street will connect into the existing subdivision. There will be four cul-de-sacs coming off those main roads. She showed a comparison of the previously approved plat pointing out the buffer areas adjacent to Lone Elm Road and noted a condition that the applicant must revise the fence to a 15-foot buffer requirement at the time of final plat. There will be a city-wide trail system and the applicant will dedicate a trail easement with the plat including language for trail maintenance. She noted five revisions necessary for final plat stage, which relate to a 20-foot trail easement, housing classification, maintenance of tracts and easements, and the landscape buffer along Lone Elm Road. Staff recommends approval of the preliminary plat for Falcon Farms.

PLANNING COMMISSION DISCUSSION

Commissioner Horine asked if the 1,600 square-foot homes will require any deviations. He said that seems small for the R-1 Zoning District. Kim Portillo believes the homes would fit on the lots. She said the applicant indicated a housing classification of "A" within their revision responses so there needs to be further discussion on that topic. Stephanie Kisler noted housing classification information from the code.

Commissioner Wagner asked if there is a general level of coordination with the Olathe School District when developing large subdivisions. Kim Portillo replied that Staff currently does not have a specific process in coordinating with the public schools. She mentioned that is taken into consideration at time of rezoning of the property.

Chairman Poss asked the applicant if they will be requesting any setbacks or deviations. He commented on the layout of the lots and asked if everything will fit without deviations on the corner lots. Mason Olson said they have gone through several iterations and revised some of the lot lines so yes, they homes will fit without deviations.

Commissioner Burson asked the applicant if they will ask for deviations from requirements for rear and side yard setbacks. Mason Olson said they will not be requesting deviations.

Commissioner Macke asked who would be providing maintenance on the detention tracts. Mason Olson said he was not sure, either the developer will enter into an agreement, or it will be maintained by the HOA. It will be decided at final plat stage.

Commissioner Macke emphasized the importance of getting the vegetation areas established. She would like to see native vegetation because she feels that will be appealing.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat/plan for PT23-03P – **Raman 101st Street Single Family (Falcon Farms)** at the northeast corner of W. 101st Street and Lone Elm Road, for a single-family residential development, with a condition that the plat be revised to address Staff's recommended changes at final plat stage.

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

DRAFT



ITEM 12

SUBJECT: Consideration of a preliminary plan/plat for a multi-family residential development known as Canyon Creek Apartment Homes, located near the northeast corner of K-10 Highway & Canyon Creek Boulevard within the RP-4, Residential Planned (High-Density) District and the RP-2, Residential Planned (Intermediate-Density) District

CONTACT: Stephanie Kisler, Planning Manager

DATE: September 19, 2023

ACTION NEEDED:

Approve a preliminary plan/plat for a multi-family residential development known as Canyon Creek Apartment Homes, located near the northeast corner of K-10 Highway & Canyon Creek Boulevard within the RP-4, Residential Planned (High-Density) District and the RP-2, Residential Planned (Intermediate-Density) District.

APPLICANT:

Erin Merrill, Eskie & Associates

OWNER:

Speedway II, LLC

PROPERTY LOCATION/ADDRESS:

Near the northeast corner of K-10 Highway & Canyon Creek Boulevard

PROJECT BACKGROUND/DESCRIPTION:

The applicant proposes to construct a multi-family residential development approximately 0.3 miles east of the northeast corner of K-10 Highway & Canyon Creek Boulevard. The development includes five multi-family buildings totaling 212 dwelling units and 205,000 square feet on 17.62 acres. The proposed density of the development is 12.82 dwelling units per acre, which is below the maximum allowable density of 16 dwelling units per acre within the RP-4 District. Of the five buildings, one is proposed to be three stories while the remaining four will be three/four story split-type buildings due to topography. The plans include private amenities (dog park, exercise area, pavilions, hammocks), landscaping, parking, and related infrastructure. The development is proposed in conjunction with the construction of a new public street (100th Street) and related infrastructure improvements. This application also includes construction of a portion of another new street (99th Place).

The applicant requests approval of two deviations from the Unified Development Code (UDC), which are related to building height and setback from K-10 Highway. The approved concept plan included a building height deviation for two buildings located on the east side of the site. The applicant is now requesting deviations to allow two additional buildings to increase in height.

The four buildings needing a height deviation will be three/four splits with the western halves at three stories and the eastern halves at four stories. Despite the taller height, the sloping grade results in the highest elevation of these buildings being lower than the highest elevation of the fully compliant three-story

building on the westernmost side of the site. Building 2, located nearest to the anticipated two-family development north of future 100th Street, is three stories on both sides of the northern façade, with four stories only on the southeast part of the building. The view of this building from 100th Street and the adjacent undeveloped RP-2 area will present as a three-story building.

The impact to the existing single-family homes to the north would not change from the concept plan, as only three stories would be visible from their vantage point. The southernmost single-family home in the Canyon Creek by the Lake subdivision is approximately 680 feet from the nearest apartment building, with 99th Street, 99th Place, 100th Street, and a future two-family development between it and the proposed apartment buildings. Given these considerations, staff supports the proposed deviation to allow four buildings with a maximum height of 48 feet as depicted on the preliminary plan.

The second type of deviation request is related to the required 100-foot setback from the right-of-way line adjacent to a freeway. The applicant requests a deviation to allow a drive aisle within this setback. The proposed encroachment will be for drive lanes and pedestrian walkways and there will be no buildings or parking within the setback. At the time of rezoning and concept plan, it was noted that the applicant intended to pursue this deviation with the preliminary plan once site plans were generated in greater detail. The proposed deviation is necessary due to:

- the existing topography and limited site depth; and
- maintaining proper slopes and radii for access to parking areas.

The drive aisle also allows proper fire access to all buildings.

The preliminary plan also serves as the preliminary plat. The plat contains one lot zoned RP-4 and two tracts (Tract A and Tract B) along with a portion of right-of-way for 99th Place. Tract A contains a stream, required stream setback area, and a planned trail. This tract is dedicated to the City for stormwater BMPs. Tract B is zoned RP-2 and contains a private dog park amenity for the multi-family project.

STAFF RECOMMENDATION:

Approval of the preliminary plan/plat.

PLANNING COMMISSION ACTION:

This item was considered at the August 28, 2023 Planning Commission meeting. This item did not include a public hearing; however, Chairman Poss asked if anyone in the audience wished to speak on the matter. No one from the public spoke. The Commission discussed the dog park and whether the adjacent residential developments would have any negative impacts. A commissioner asked about construction of 100th Street. Multiple commissioners noted support of the proposed deviations.

Chairman Poss entertained a motion to recommend **APPROVAL** for a preliminary plan/plat for Canyon Creek Apartment Homes located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2 Residential Planned (Intermediate-Density) and the RP-4, Residential Planned (High-Density) Districts. Moved by Commissioner Handley, seconded by Commissioner Harber, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

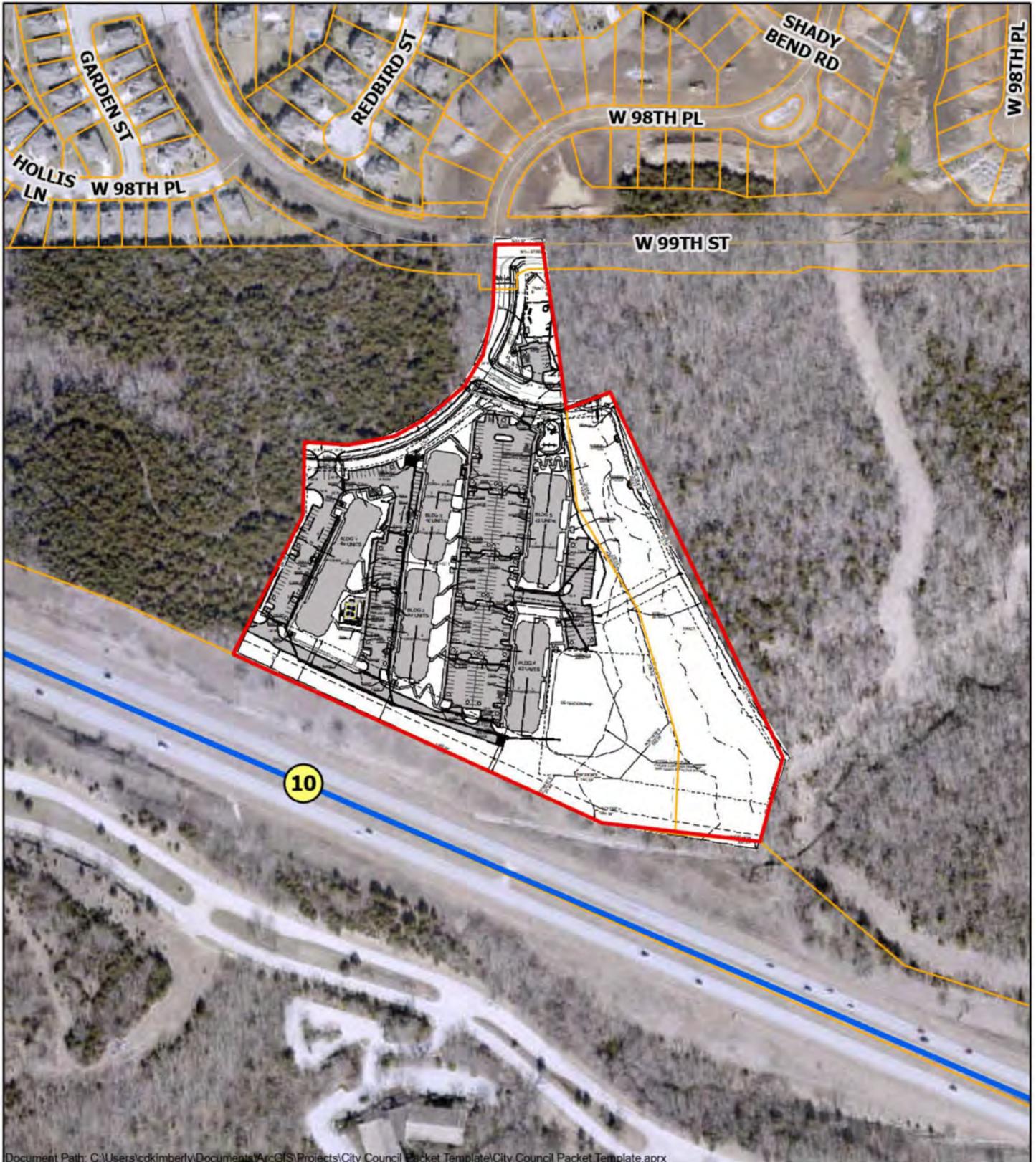
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

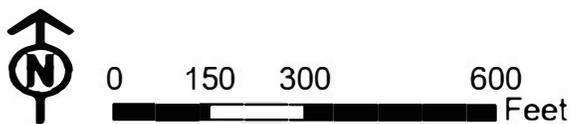
1. Map
2. Plan/Plat
3. PC Staff Report & Exhibits
4. PC Draft Minutes Excerpt



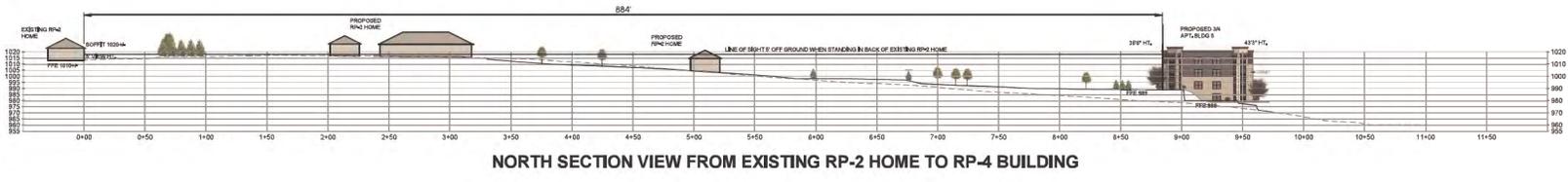
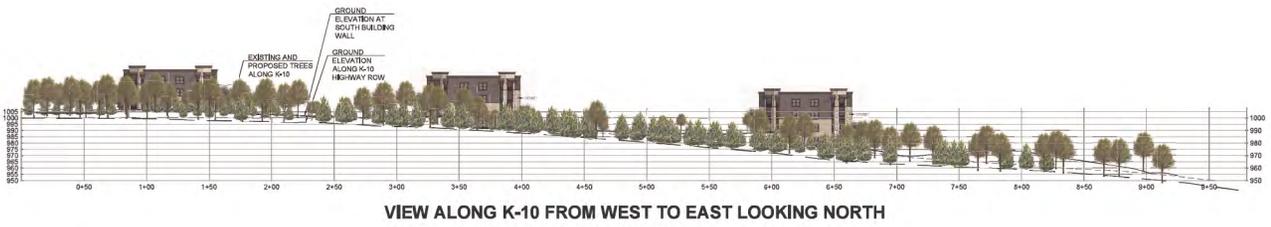
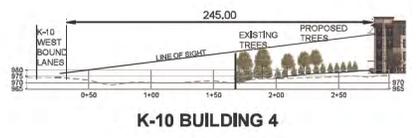
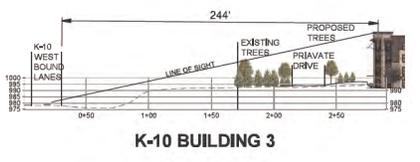
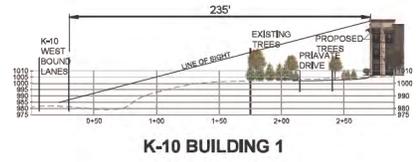
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Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Canyon Creek Apartment Homes



DATE:	02/07/2018
PROJECT:	CANYON CREEK APARTMENT HOMES
CLIENT:	TRISTAR DEVELOPMENT
DESIGNER:	SCHLAGEL & ASSOCIATES, P.A.
CHECKED BY:	[Signature]
DATE APPROVED:	02/07/2018
PROJECT NUMBER:	2018-001





DESCRIPTION:
 All that part of the Southeast One-Quarter of Section 5, Township 13 North, Range 23 East in the City of Lenexa, Johnson County, Kansas being described as follows:
 Commencing at the Northwest corner of the Southeast One-Quarter of said Section 5, thence along the North line of the said Southeast One-Quarter, North 87 degrees 47 minutes 43 seconds East (North 87 degrees 45 minutes 05 seconds East deadend), a distance of 1346.11 feet to the Point of Beginning; thence continuing North 87 degrees 47 minutes 43 seconds East (North 87 degrees 45 minutes 05 seconds East deadend), a distance of 1020.4 feet; thence South 11 degrees 23 minutes 21 seconds East a distance of 317.05 feet; thence South 08 degrees 03 minutes 48 seconds East a distance of 41.2 feet to a point of curvature; thence Northwesterly on a curve to the left having an initial tangent bearing of North 67 degrees 28 minutes 04 seconds and an arc length of 1027.5 feet; thence South 18 degrees 00 minutes 23 seconds East a distance of 200.00 feet; thence South 32 degrees 30 minutes 14 seconds East a distance of 173.19 feet; thence South 30 degrees 18 minutes 07 seconds East a distance of 430.75 feet; thence South 18 degrees 00 minutes 23 seconds West a distance of 19.00 feet to a point on the Northwesterly right of way line of Kansas Highway No. 10 as now established; thence along said Northwesterly right of way line for the following two courses: North 69 degrees 00 minutes 18 seconds West (North 63 degrees 00 minutes 14 seconds West deadend), a distance of 325.01 feet; thence North 87 degrees 11 minutes 02 seconds West (North 87 degrees 11 minutes 02 seconds West deadend), a distance of 657.19 feet; thence North 22 degrees 47 minutes 23 seconds East a distance of 324.26 feet; thence North 00 degrees 07 minutes 45 seconds East a distance of 187.22 feet to a point of curvature; thence Easterly and Northwesterly on a curve to the left having an initial tangent bearing of South 82 degrees 30 minutes 56 seconds and an arc length of 350.00 feet; a central angle of 89 degrees 41 minutes 22 seconds and an arc length of 208.97 feet; thence South 02 degrees 12 minutes 17 seconds West a distance of 1000.00 feet to the Point of Beginning and containing 17,818 square more or less.

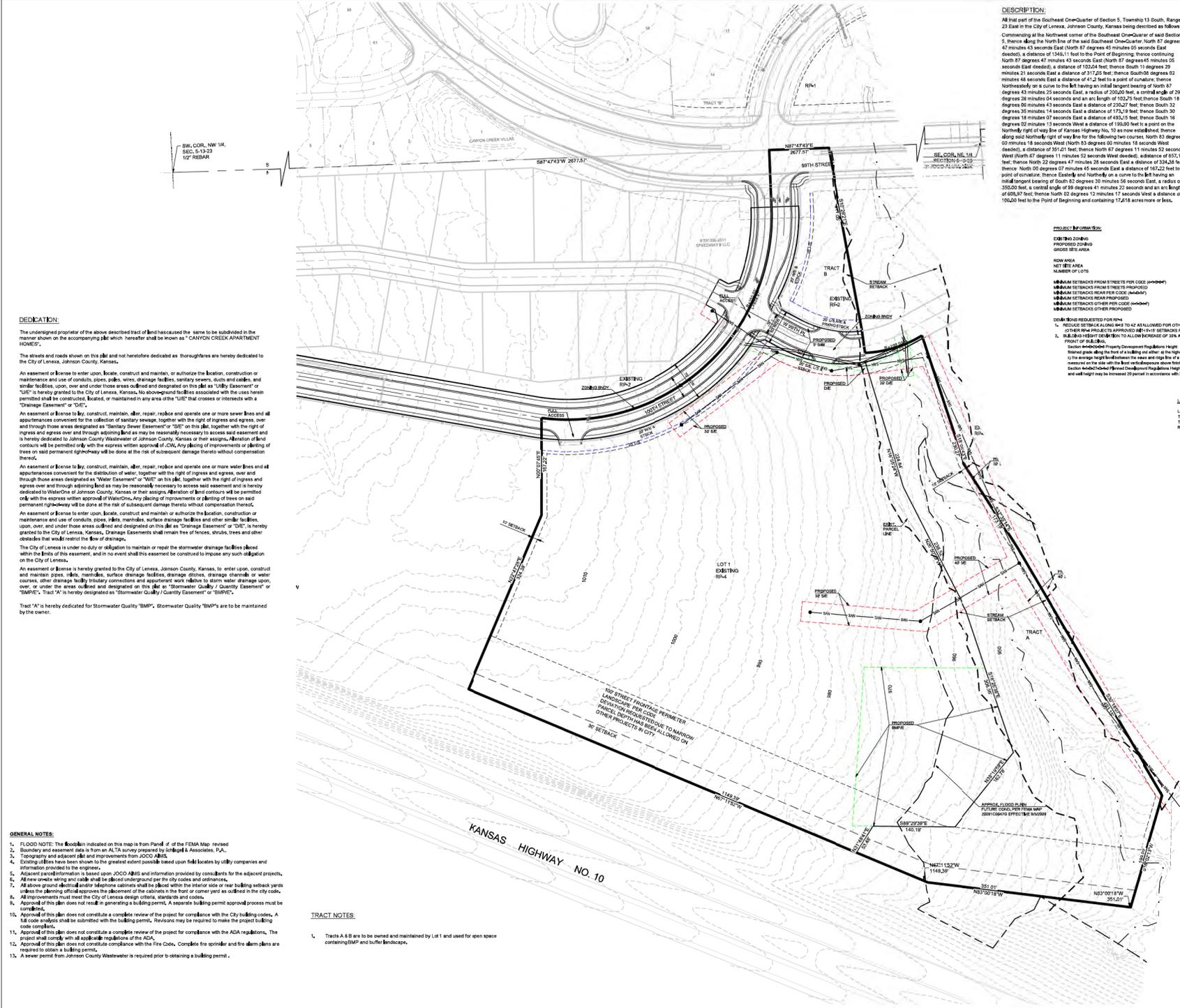
PROJECT INFORMATION:
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 99. All other zoning: UNL-10
 100. All other zoning: UNL-10

- LEGEND:**
- (D) FOUND MONUMENT
 - (S) FOUND 12" REBAR WITH K8.8 54 CAP
 - (M) MEASURED
 - (P) PLATTED
 - (RW) RIGHT-OF-WAY
 - (DE) DRAINAGE EASEMENT
 - (L/S) LANDSCAPE SETBACK
 - (SE) SANITARY SEWER EASEMENT
 - (UE) UTILITY EASEMENT
 - (WE) WATERLINE EASEMENT
 - (SEW) SEWERLINE
 - (E) EXISTING LOT AND PROPERTY LINES
 - (L) EXISTING PLAT AND ROW LINES
 - (F) FENCE-CHAIN LINK
 - (SW) SANITARY SEWER MAIN
 - (S) SANITARY SEWER MANHOLE EXIST.
 - (S) EXISTING SANITARY MANHOLE
 - (P) PROPOSED SANITARY MANHOLE
 - (G) CURB & GUTTER - EXISTING



OWNER:
 SPEEDWAY, LLC & AFFILIATES, LLC
 8001 ROSE AVENUE
 PRATHERVILLE, MISSOURI 65077
 (636) 345-7700

DEVELOPER:
 MRE CAPITAL, LLC
 10177 BANKLEY ST, STE 140
 OVERLAND PARK, KS 66211
 (913) 234-4600
 Dev@MRECapital.com



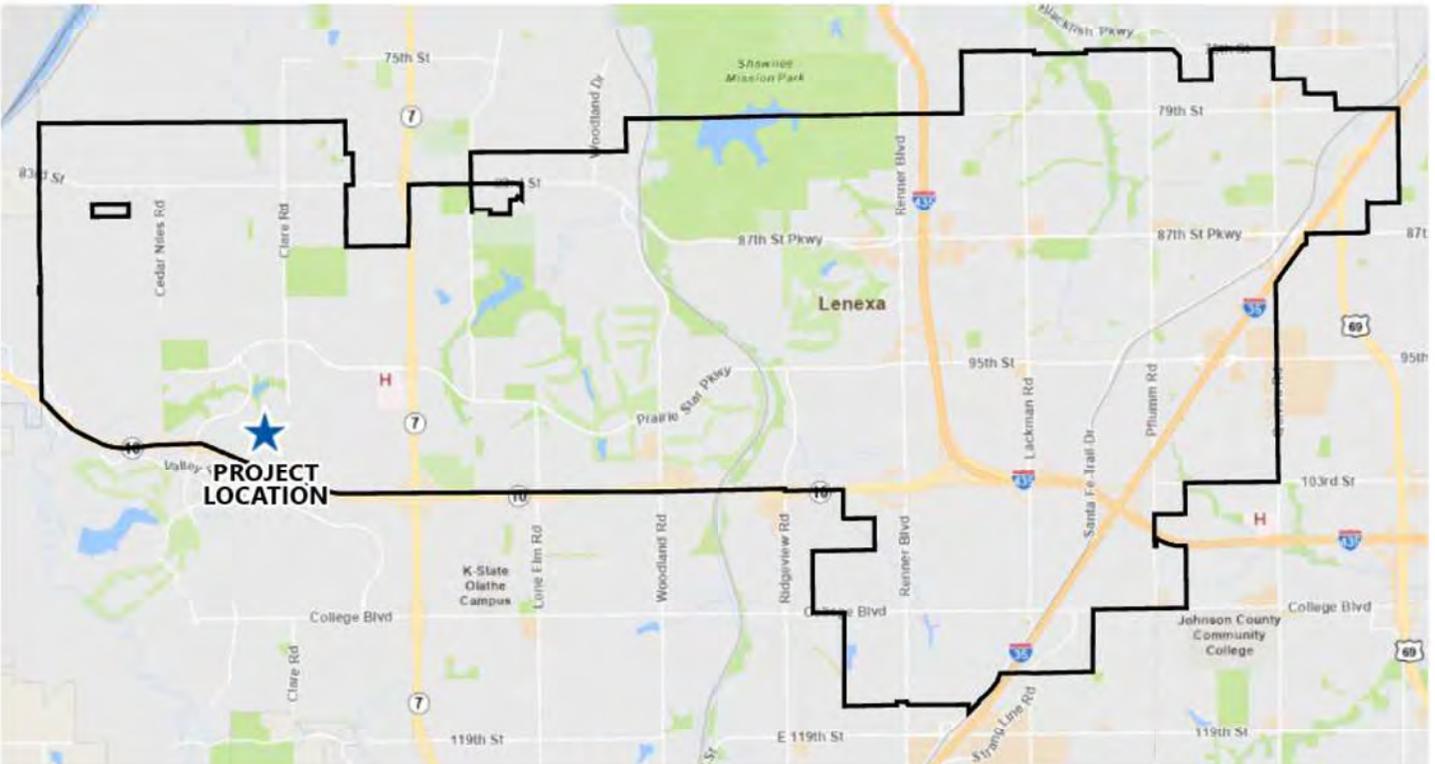
DEDICATION:
 The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "CANYON CREEK APARTMENT HOMES".
 The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.
 An easement or license to enter upon, locate, construct and maintain, or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "UE" is hereby granted to the City of Lenexa, Kansas. No above-ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area other than the "UE" that crosses or intersects with a "Drainage Easement" or "DE".
 An easement or license to buy, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to Johnson County Westwater of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of City. Any blocking of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.
 An easement or license to buy, construct, maintain, alter, repair, replace and operate one or more water lines and all appurtenances convenient for the distribution of water, together with the right of ingress and egress, over and through those areas designated as "Water Easement" or "WE" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby granted to WaterOne of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of WaterOne. Any blocking of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.
 An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities and other similar facilities, upon, over and under those areas outlined and designated on this plat as "Drainage Easement" or "DE" is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, trees and other obstacles that would restrict the flow of drainage.
 The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.
 An easement or license is hereby granted to the City of Lenexa, Johnson County, Kansas, to enter upon, construct and maintain pipes, valves, manholes, surface drainage facilities, drainage ditches, drainage channels or water courses, other drainage facility, utility connections and appurtenances, work relative to storm water drainage upon, over, or under the areas outlined and designated on this plat as "Stormwater Quality Quantity Easement" or "SQE". Tract "A" is hereby designated as "Stormwater Quality Quantity Easement" or "SQE".
 Tract "A" is hereby dedicated for Stormwater Quality "BMP", Stormwater Quality "BMP"s are to be maintained by the owner.

- GENERAL NOTES:**
- FLOOD NOTE: The floodplain indicated on this map is from Panel of the FEMA Map revised.
 - Boundary and easement lines is from an ALTA survey prepared by Schlager & Associates, P.A.
 - Topography and elevation data and improvements from JACO Aerial.
 - Existing utilities have been shown to the greatest extent possible based upon field notes by utility companies and information provided to the engineer.
 - Adjacent parcel information is based upon JACO Aerial and information provided by consultants for the adjacent projects.
 - All new overhead wiring and cables shall be placed underground per the city codes and ordinances.
 - All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards unless the obtaining official expresses the absence of the cabinet in the front or corner yard as outlined in the city code.
 - All improvements must meet the City of Lenexa design criteria, standards and codes.
 - Approval of this plan does not result in the granting of a building permit. A separate building permit approval process must be completed.
 - Approval of this plan does not constitute a complete review of the project for compliance with the City building code. A full code analysis shall be submitted with the plan. Revisions may be required to make the project building code compliant.
 - Approval of this plan does not constitute a complete review of the project for compliance with the ADA regulations. The project shall comply with all applicable regulations of the ADA.
 - Approval of this plan does not constitute compliance with the Fire Code. Complete fire sprinkler and alarm plans are required to obtain a building permit.
 - A tree permit from Johnson County Westwater is required prior to obtaining a building permit.

- TRACT NOTES:**
- Tracts A & B are to be owned and maintained by Lot 1 and used for open space containing BMP and buffer landscape.

CANYON CREEK APARTMENT HOMES

Project #:	PL23-06P	Location:	NEC of Canyon Creek Boulevard & K-10 Highway
Applicant:	Erin Merrill, Eskie & Associates	Project Type:	Preliminary Plan
Staff Planner:	Kimberly Portillo, AICP	Proposed Use:	Multi-Family Residential



PROJECT SUMMARY

The applicant proposes to construct a multi-family residential development approximately .3 miles east of the northeast corner of Canyon Creek Boulevard and K-10 Highway. The development will include five multi-family buildings totaling 212 dwelling units and 205,000 square feet. The proposed density of the development is 12.82 dwelling units per acre. Of the five buildings, one is proposed to be three stories while the remaining four will be three/four story split-type buildings due to grade changes. The plans include private amenities (dog park, exercise area, pavilions, hammocks), landscaping, parking, and related infrastructure. The development is proposed in conjunction with construction of a new public street (W. 100th Street) and related infrastructure improvements (see PT23-04P and PT23-18F). This application also includes construction of a portion of W. 99th Place. The applicant requests approval of a preliminary plan/plat for the development and two deviations from the Unified Development Code (UDC). The deviation requests are related to building height and setback from K-10 Highway. Staff supports the proposed deviations.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

The Lenexa Planning Commission completed a public hearing for a concept plan and rezoning of a 112-acre mixed-use development known as Cedar Canyon West (PL22-04CP and RZ22-09) on November 7th, 2022. The rezoning request included a change of zone from AG, Agricultural and CP-2, Planned Community Commercial Zoning Districts to the CP-2, Planned Community Commercial, RP-2, Planned Residential (Intermediate-Density), RP-5, Planned Residential (High-Density), CP-O, Planned General Office and BP-2, Planned Manufacturing Zoning Districts. The Planning Commission submitted a recommendation for approval of all applications to the City Council. After a staff presentation, applicant presentation, and public comment on the applications on December 6, 2022, the City Council voted unanimously to return both applications to the Planning Commission for further discussion, review, and consideration of the following specific items related to the project:

1. Discuss and consider whether the applicant's proposed density and concept plan for the multi-family residential component of the development, known as Tract 4, could be accommodated by a lesser zoning district, particularly the RP-4 District; and
2. Discuss truck traffic as it relates to the business park/industrial component of the development, known as Tract 7, and whether the concept plan should include a condition that this proposed land use is supportable only if/when appropriate street infrastructure and truck routes are available to serve the project. Specifically discuss whether the interchange of Clare Road and K-10 Highway will be necessary to support the project.

The applications were again heard by the Planning Commission on January 9, 2023, with a modified rezoning request that included rezoning to RP-4 with a height deviation instead of RP-5. The Planning Commission voted for a recommendation of approval.

The remanded application was presented to the Governing Body on February 7, 2023. At which time the rezoning request and concept plan were approved with one deviation:

1. A building height deviation for the two easternmost buildings of Tract 4 to allow a maximum height of 48 feet (four stories) on the east sides of the buildings.

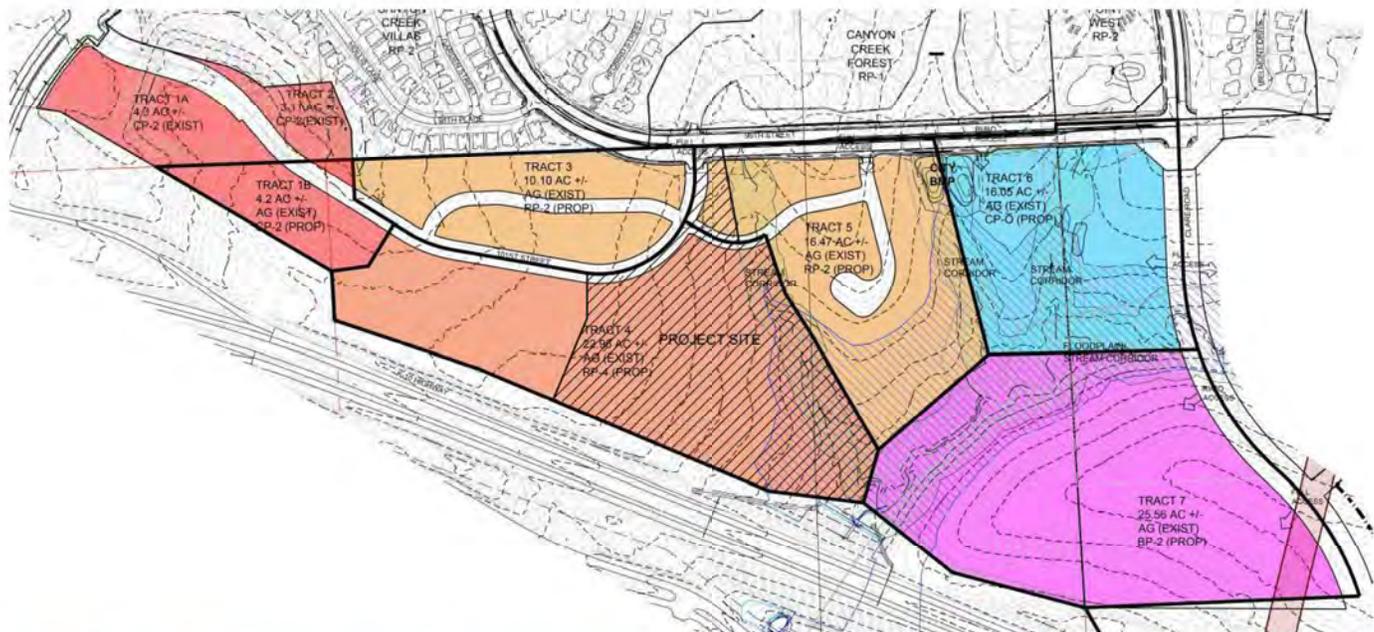


Exhibit 1: Graphic showing entire site of Cedar Canyon West Concept Plan and Rezoning, with the current application area marked in hatching.

LAND AREA (AC) 17.62	BUILDING AREA (SF) 205,000	CURRENT ZONING RP-2, RP-4	COMP. PLAN Office, Research & Development
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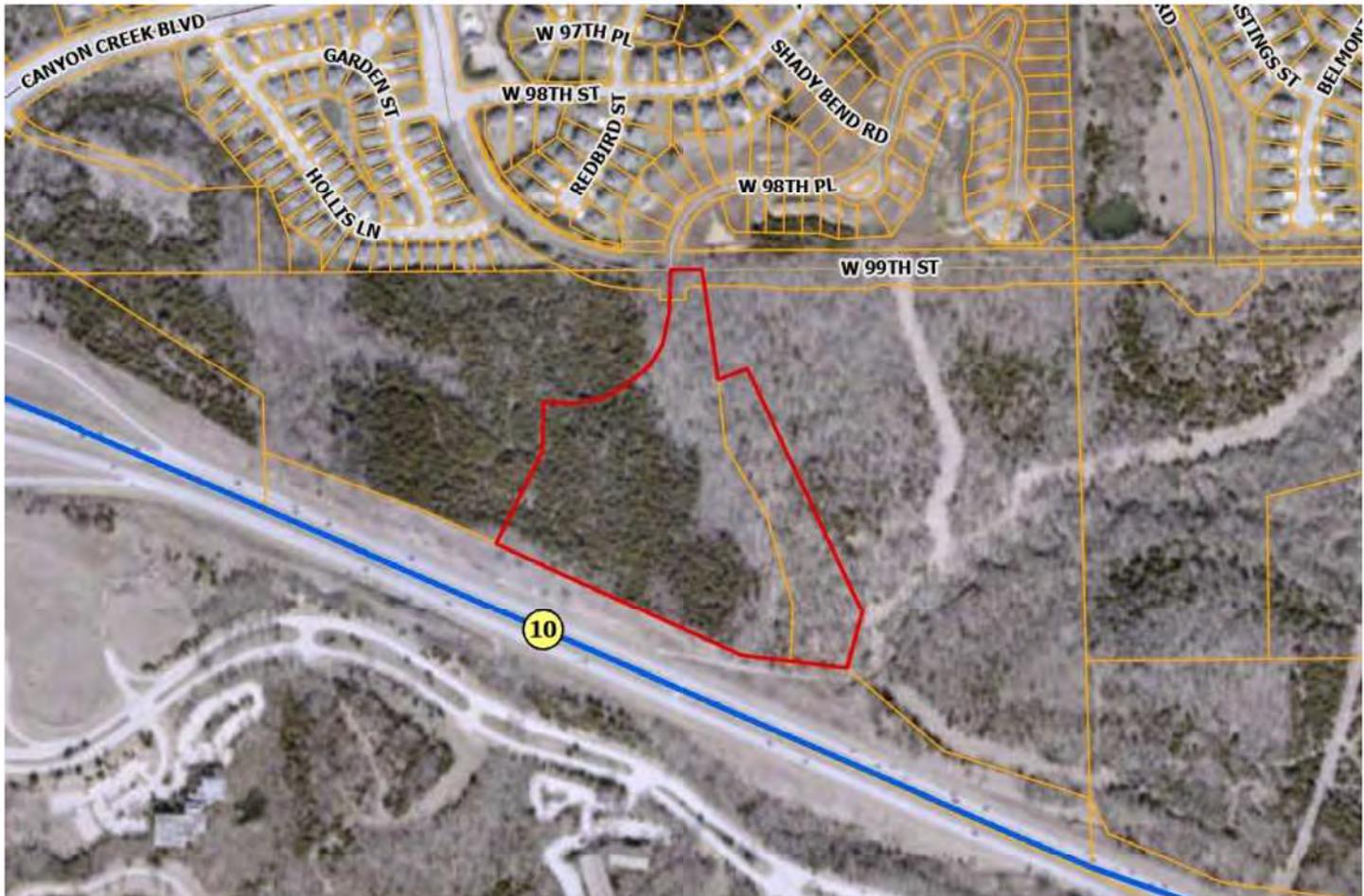


Exhibit 2: Aerial Image of Subject Site

LAND USE REVIEW

The proposed use is multi-family residential, and the plans include five buildings totaling 212 dwelling units with a mixture of one-bedroom, two-bedroom, and three-bedroom apartments. The proposed density is 12.82 dwelling units per acre. The current Comprehensive Plan calls for office uses at this location; however, given that the Governing Body recently approved a rezoning and concept plan for this mixed-use development, Staff is recommending to the consultant working on the Comprehensive Plan that the Future Land Use designation be updated to align with these approvals, which would change the designation from office to high-density residential in this area. The new Comprehensive Plan is anticipated to be complete this winter. Amenities include a clubhouse, hammock areas, trail system, playground, and dog park. The dog park will be located on the RP-2 portion of the site. The proposed use was approved as part of a larger concept plan, approving the multi-family designation and surrounding uses simultaneously. The Governing Body affirmed the rezoning based on Staff determination that the proposed use and surrounding uses would be compatible.

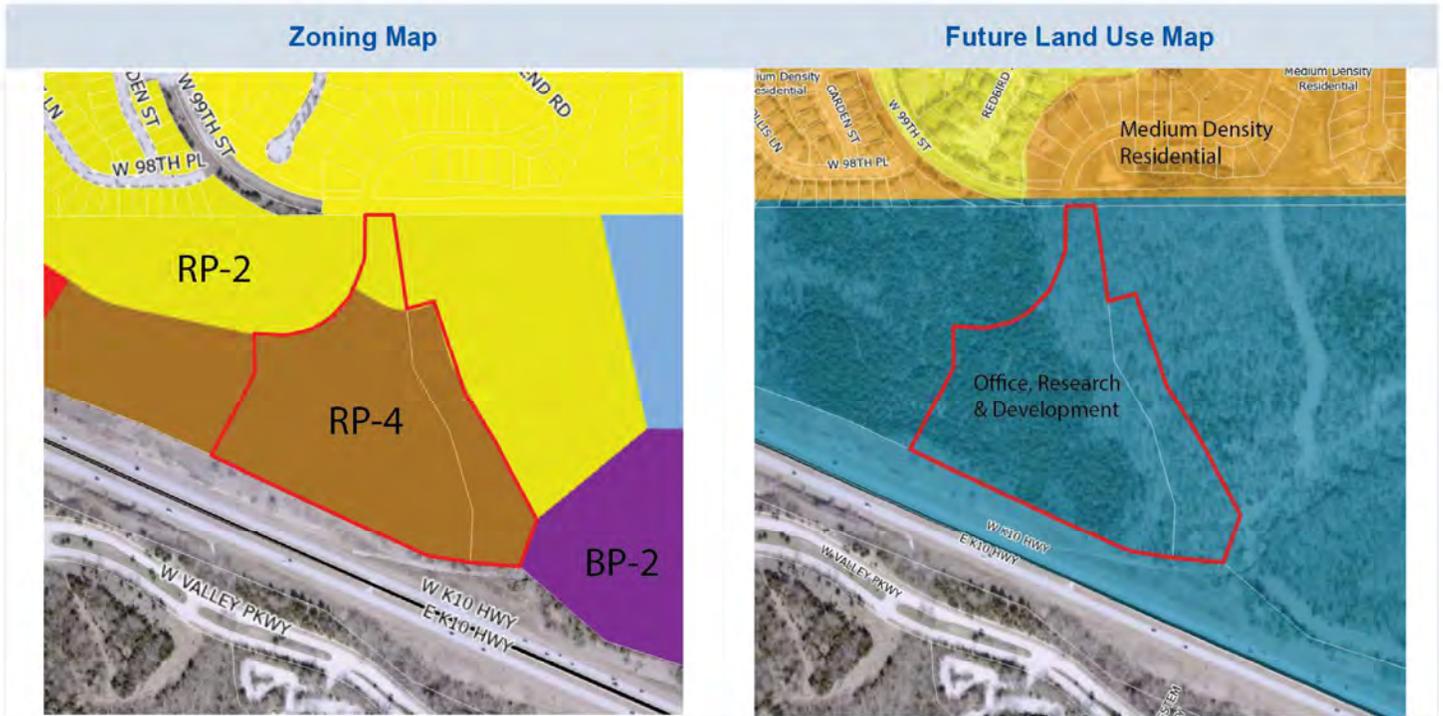


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Office, Research and Development	RP-4, Residential Planned (High-Density) District and RP-2 Residential Planned (Intermediate-Density) District	Agricultural
North	Medium Density Residential	RP-1, Residential	Vacant Residential
South	City of Olathe, across K-10 Highway	Agricultural and Business Commercial (Olathe, across K-10 Highway)	Office and Agricultural (Olathe, across K-10 Highway)
East	Office, Research and Development	RP-2, Residential Planned (Intermediate-Density) District and BP-2, Planned Manufacturing District	Agricultural
West	Office, Research and Development	RP-4, Residential Planned (High-Density) District and RP-2, Residential Planned (Intermediate-Density) District	Agricultural

PRELIMINARY PLAN REVIEW

The preliminary plan includes development of a residential multi-family complex with five buildings, amenities, and construction of a portion of W. 99th Place with associated infrastructure. Four of the buildings are proposed with lower-level ground floor walkouts utilizing the natural site grades. The preliminary plan is also contingent on approval and construction of the preliminary and final plat for W. 100th Street, from which the site is accessed. The site contains a stream and area of stream buffer. Portions of the stream buffer will serve as community assets for open space and recreation. The site exceeds open space and landscaping requirements and has a proposed density of 12.82 units per acre, which is below the 16 dwelling units per acre allowed by the zoning district standards.



Exhibit 3: Aerial image with superimposed site plan.

DIMENSIONAL STANDARDS

The site is in compliance with dimensional standards other than the requested deviations. The approved concept plan included a building height deviation for two buildings located on the east side of the site. The applicant is now requesting an updated deviation to allow two additional buildings to increase in height.

A second deviation from the required 100' setback from K-10 Highway is being requested. The deviation requests are discussed further in the *Deviations* section of this Staff Report.

TABLE 2: DIMENSIONAL STANDARDS

	Required	Proposed	Difference
Maximum Height	35 feet	48 feet	+13 feet
Minimum Open Space	60% of lot area	62% of site area	+2 %
Maximum Density	16 dwelling units per acre	12.82 dwelling units per acre	-3.18 dwelling units per acre

PUBLIC IMPROVEMENTS

This project includes the construction of W. 100th Street and a portion of W. 99th Place and associated infrastructure, to include sidewalks and lighting. These public improvements will be paid for by the developer and must be constructed prior to certain points during the construction of the project (typically prior to vertical, combustible construction taking place on the buildings).

TRAFFIC, ACCESS, AND PARKING

This site will be accessed from future W. 100th Street, which will connect to W. 99th Street. There will be one full access entrance to the apartments from W. 100th Street and a second full access entrance from W. 99th Place. The dog park, which is located on a tract north of the apartments, will have a separate entrance off W. 99th Place directly across from the apartment entrance.

Sidewalks are planned along W. 100th Street as part of the construction for the street and along W. 99th Place as part of this application. The public sidewalk network will connect to the internal sidewalks, with direct connections to all buildings, parking areas, and amenity spaces.

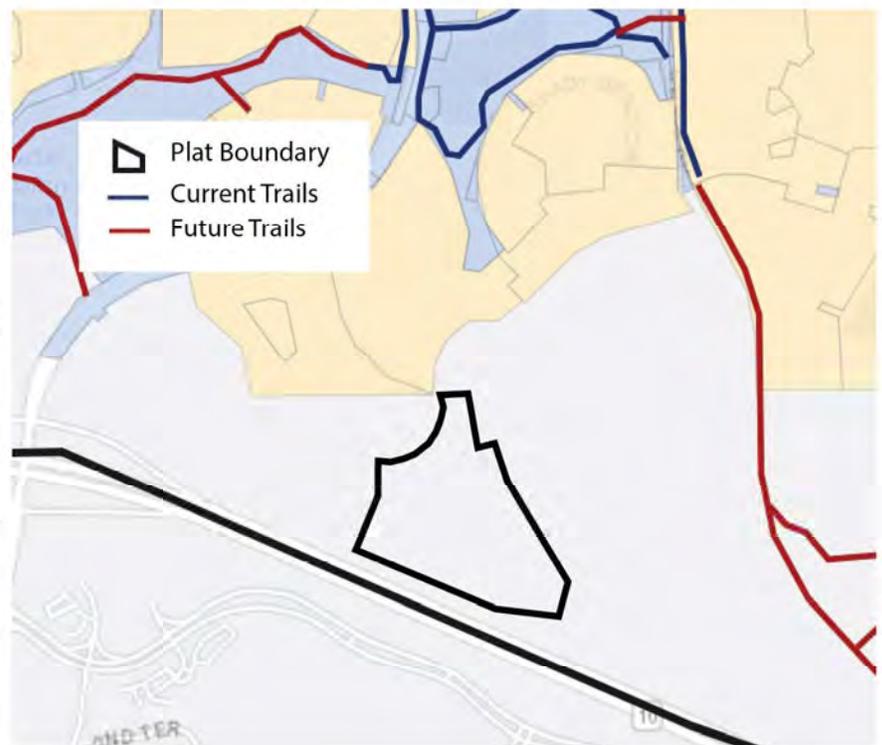


Exhibit 4: Surrounding trail network (right).

A 10-foot-wide trail will connect to W. 99th Place and run along a portion of the eastern property line adjacent to the common open space area and is intended to connect to future development to the east through the adjacent property to the larger public trail network along future Clare Road. This should be a public trail with a trail easement shown on the final plat.



Exhibit 5: Graphic illustrating streets, sidewalks, and trail connections.

TABLE 3: PARKING ANALYSIS

Land Use	Parking Formula	Required Parking	Proposed Parking	Difference
Multi-Family	1 space per efficiency unit			
74 1-bedroom units	1.5 space per 1-bedroom unit			
74 2-bedroom units	1.75 spaces per 2-bedroom unit	422	422	0
64 3-bedroom units	2 spaces per 3+ bedroom unit			
212 total units	.25 spaces per unit for visitors			
Bicycle	1 space per 5 units	42	45	+ 3
212 total units				

STORMWATER

The applicant submitted a preliminary stormwater management plan/study for the proposed property, indicating the intent to meet the City’s stormwater standards and requirements. Generally, the site will provide various best management practices (BMPs) to meet stormwater detention requirements as well as water quality requirements. The BMPs that will be utilized to achieve these requirements consist of preserved or established native vegetation, a hydrodynamic separator, as well as an extended dry detention basin.

The eastern portion of the site is generally identified as stream buffer. The applicant set the site’s general infrastructure (retaining walls, parking lots, buildings, etc.) outside of the floodplain and subsequent stream buffer, except for some sidewalk and trails, which are allowable components within the stream buffer. There is some grading shown for the back slope of the extended dry detention basin within the floodplain and buffer, with Lenexa code allowing for this minor grading outside of the floodway. These areas will need to be reestablished with native vegetation upon completion of grading, as they are within the area identified as preserved or established native vegetation.

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. A more detailed fire code review will be conducted based on the adopted codes at the time of the building permit documentation submittal.

LIGHTING

A preliminary photometric plan was submitted and Staff does not have any concerns. Lighting details and fixtures are reviewed for full compliance at final plan stage.

LANDSCAPING

The landscaping plan shows preservation of existing vegetation on the eastern portion of the site which will serve as stormwater BMPs, recreation and also houses the stream and stream buffer. Additional areas of vegetation to include shade trees and evergreens will be preserved along the southern portion of the site. Perimeter plantings are required along street frontages dependent on the street type. W. 100th Street and W. 99th Street have perimeter plantings in accordance with the requirements for collector streets. Landscaping along the south perimeter must meet the standards for a highway or freeway. Parking lot landscaping is provided in compliance with code requirements. Overall, the plans include landscaping that meets or exceeds the code requirements. Parking lot landscaping is provided in compliance with code requirements.

TABLE 4: ADDITIONAL LANDSCAPING ALONG K-10 HIGHWAY

Buffer	Ordinance Standard	Required	Proposed (including existing to be preserved)	Difference
K-10 (Freeway) 724.78 LF	1 shade tree 3 evergreen trees 12 shrubs Per 100 linear feet (LF)	7 shade trees 22 evergreen trees 87 shrubs	47 shade trees 80 evergreen trees 30 additional evergreen trees in place of shrubs	+ 40 shade trees + 58 evergreen 30 additional evergreen in lieu of shrubs

ARCHITECTURE

The proposal includes five multi-family residential buildings all of similar architectural style and related accessory structures, such as play areas and pavilions. Four of the five residential buildings are requesting a height deviation to allow a maximum building height of 45 feet. This height deviation request is due to the sloping grades of the site and will allow for a three/four story split building.

Stone and block veneer are used varyingly throughout the first, second, and third floors to distinguish floor levels among the facades. Upper levels use shingle shake siding, vertical board and batten, and horizontal fiber cement siding in shades of dark wood and taupe. Column accents and details use wood with a dark brown wax stain. Windows and exterior doors will be aluminum with a dark brown finish. Rooftop units shall be screened by the parapet, which will have a brown aluminum cap and fascia.



Exhibit 6: Material Legend



Exhibit 7: Elevation Renderings.

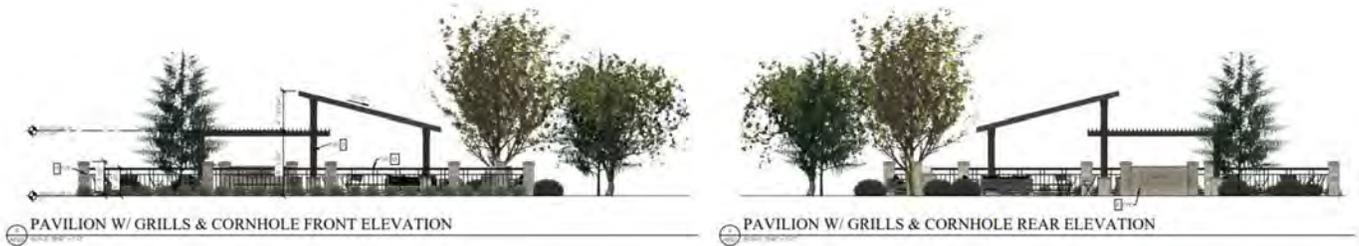


Exhibit 8: Sample Amenity Spaces

PRELIMINARY PLAT REVIEW

The preliminary plan is intended to serve as the preliminary plat. This application is for 17.62 acres in the RP-4 and RP-2 Zoning Districts. The plat contains one lot zoned RP-4 and two tracts (Tract A and Tract B) along with a portion of right-of-way for W. 99th Place. Tract A contains a stream, required stream setback area and planned trail. This tract is dedicated for stormwater quality BMPs. Tract B contains a private dog park amenity for the multi-family residences.

Notable elements of the plat:

- Tracts A and B shall be owned and maintained by Lot 1.
- Lot 1 has access to W. 100th Street and W. 99th Place.
- Tracts A and B both have access to W. 99th Place.
- This site has service availability for utilities. Johnson County Wastewater has a sewer connection north of 99th Street and will be extended to the site.

Dedications and easements on the final plat shall include:

- A utility easement shall be dedicated to the City of Lenexa.
- A drainage easement shall be dedicated to the City of Lenexa.
- A sanitary sewer easement shall be dedicated to Johnson County Wastewater.
- A water easement shall be dedicated to WaterOne.
- A stormwater BMP easement shall be dedicated to the City of Lenexa.
- A trail easement for public access on Tract A.

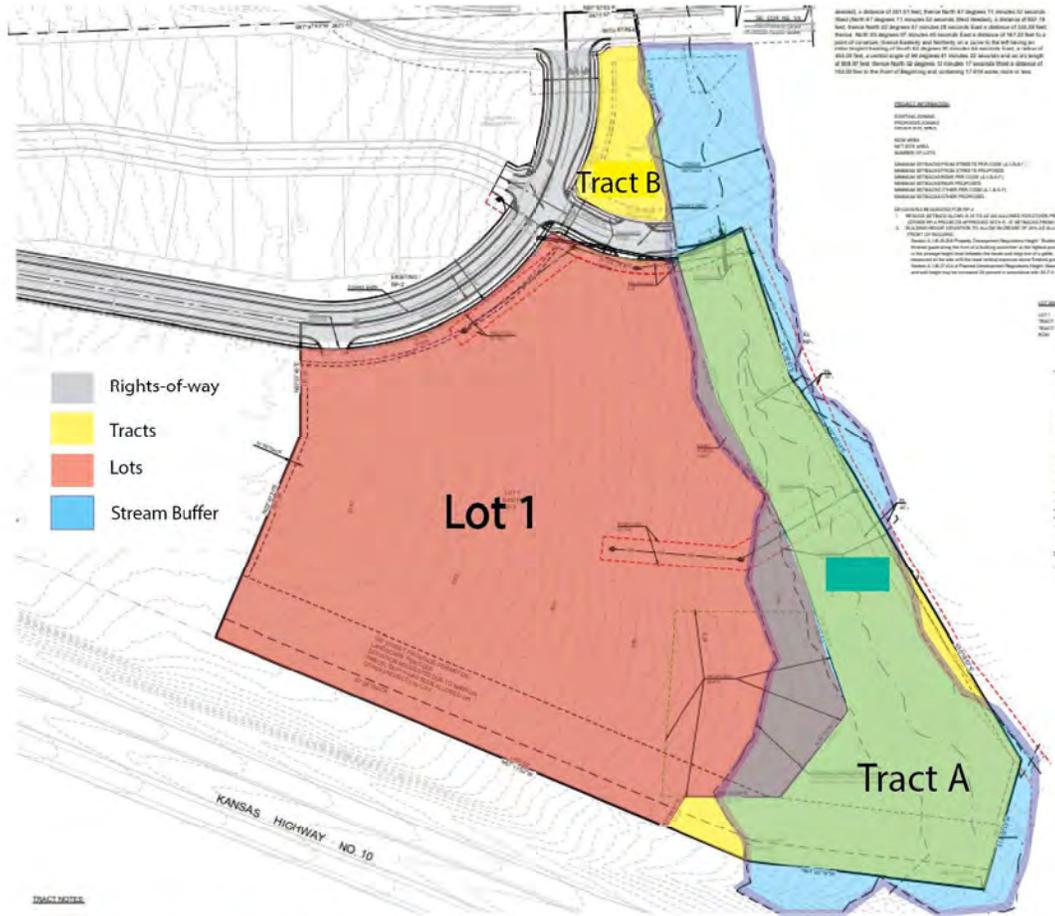


Exhibit 9: Graphic illustrating lots, tracts, stream buffer and rights-of-way.

DEVIATIONS

The applicant requests two deviations: one related to building height and one related to the required setback from the freeway. Each deviation will be discussed in this section of the report.

BUILDING HEIGHT

[Section 4-1-B-9-F](#) of the Unified Development Code limits the maximum building height for buildings in the RP-4 Zoning District to 35 feet. A building height deviation to allow a maximum height of 48 feet for the two easternmost buildings was approved at the time of rezoning and concept plan.



Exhibit 10: Graphic illustrating height the deviation request approved with the concept plan and rezoning.

The concept plan showed a slightly different layout of buildings than what is being proposed now on the preliminary plan. The preliminary plan includes a request to allow the same height deviation for two additional buildings, which are located in the middle of the site. The deviation would allow a building height of 48 feet where 35 feet is the maximum building height allowed.



Exhibit 11: Graphic illustrating height the deviation request approved with the concept plan and rezoning in blue and the additional deviation request in orange.

The four buildings needing a height deviation will be a three-four split with the western halves at three stories and the eastern halves at four stories. Despite the taller height, the sloping grade results in the highest elevation of the buildings receiving a deviation actually being lower than the highest elevation of the fully compliant three-story building on the westernmost side of the site, as illustrated in Exhibit 12. The applicant and Staff also worked together to ensure that Building 2, located nearest to the anticipated two-family development north of future W. 100th Street, is three stories on both sides of the northern façade, with four stories only on the southeast part of the building. The view of this building from W. 100th Street and the adjacent undeveloped RP-2 area will present as a three-story building.

The impact to the single-family homes to the north would not change from the concept plan, as only three stories would be visible from the vantage point. The southernmost single-family home in the Canyon Creek by the Lake subdivision is approximately 680 feet from the nearest apartment building with W. 99th Street, W. 99th place, W. 100th Street and two-family development between.

Given these considerations, Staff supports the proposed deviation to allow four buildings with a maximum height of 48 feet as depicted on the preliminary plan.



Exhibit 12: Graphic illustrating height of proposed buildings. The center and far right buildings are requesting height deviations while the building on the left complies with the code requirement for height.

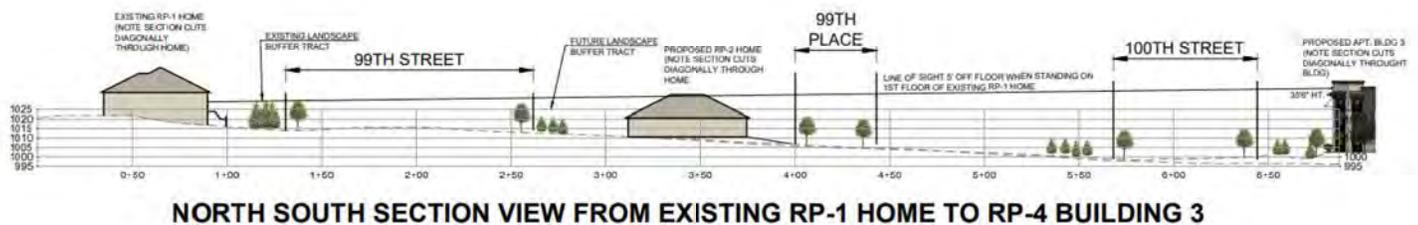


Exhibit 13: Graphic illustrating sight lines from existing single-family Canyon Creek by the Lake single-family development.

TABLE 5: BUILDING HEIGHT DEVIATION

Deviation	Maximum Allowed	Proposed	Difference
RP-4 Building Height	35 feet	48 feet	+13 feet

FREEWAY SETBACK

[Section 4-1-B-26-C](#) of the Unified Development Code requires a 100' setback from the right-of-way line adjacent to a freeway. The applicant is requesting a deviation to allow a drive aisle within the required 100' setback from K-10 Highway. The proposed encroachment will be for drive lane and pedestrian walkways and there will be no buildings or parking within the setback. At the time of rezoning and concept plan, it was noted that the applicant intended to pursue this deviation with the preliminary plan once site plans were generated in greater detail. The proposed deviation is necessary due to 1) the existing topography and limited site depth, and 2) to maintain proper slopes and radii for access to parking areas. The drive aisle also allows proper fire access to all buildings.

To mitigate the requested deviation, the applicant proposes to install additional landscaping along the south property line as well as preserve existing healthy vegetation, which will provide privacy and a sound barrier for residents of the multi-family development.

The applicant's engineering team discussed the encroachment of the drive aisle with the Kansas Department of Transportation (K-DOT). According to K-DOT, there are no plans for future right-of-way expansion in this area, so a conflict would not exist between K-DOT's need for K-10 infrastructure and the location of the proposed southerly drive aisle. For these reasons, Staff supports the deviation request to allow a drive aisle to encroach 58 feet into the required 100-foot setback.

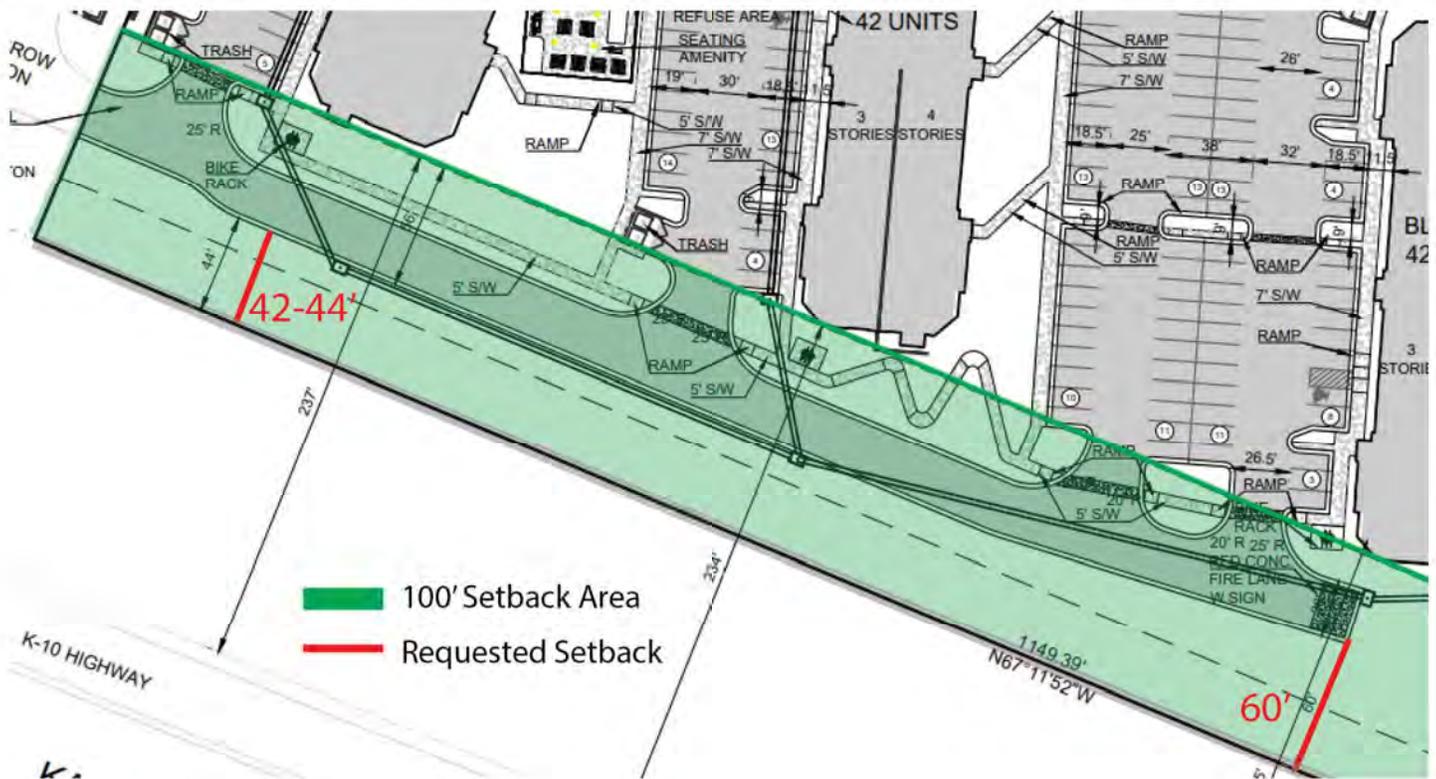


Exhibit 14: Graphic illustrating height the freeway setback request.

TABLE 6: K-10 FREEWAY SETBACK DEVIATION

Buffer	Required	Proposed	Difference
K-10 (Freeway)	100 feet	42 feet	-58 feet

REVIEW PROCESS

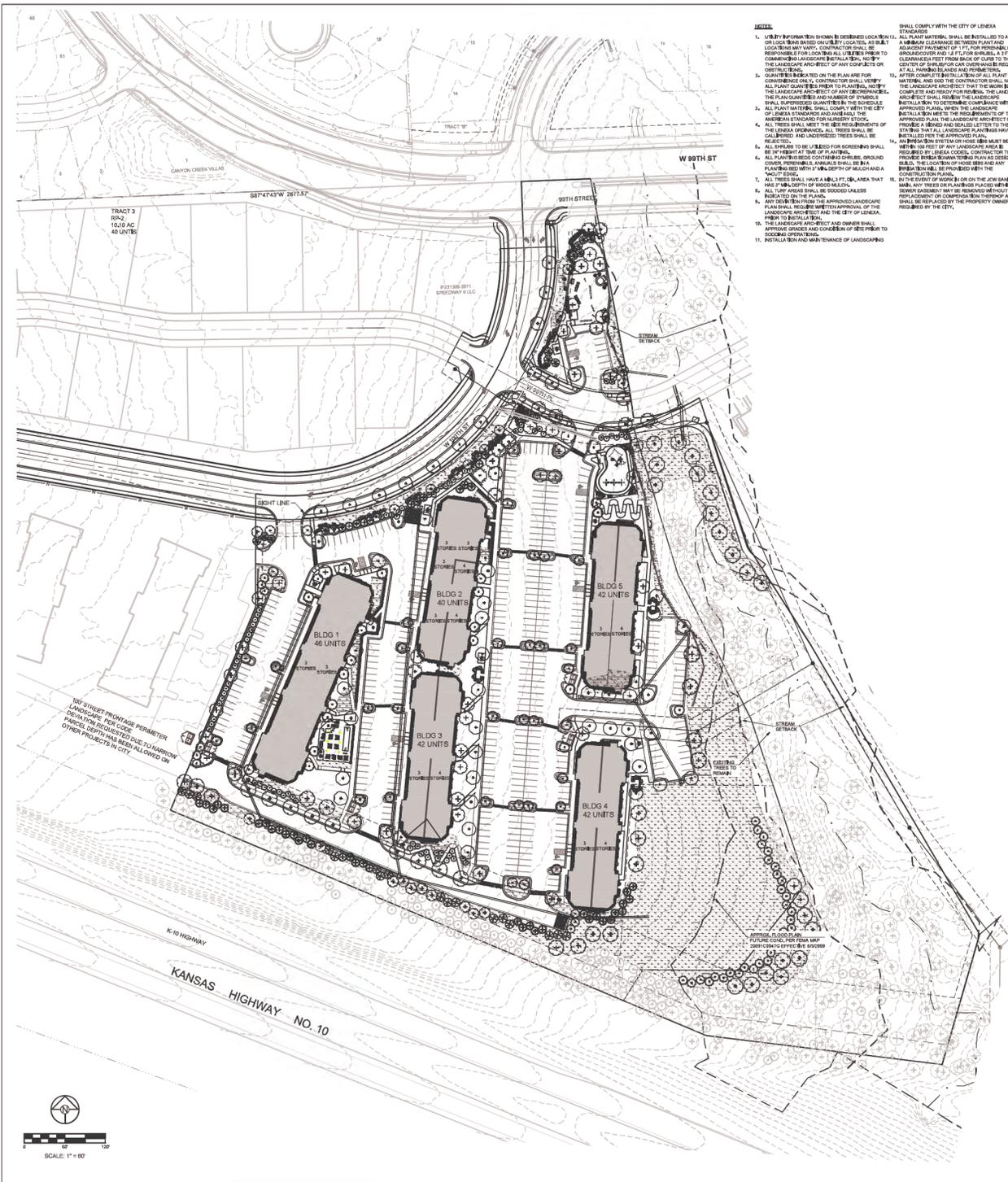
- *This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on September 19, 2023.*
- *The applicant should inquire about additional City requirements, such as permits and development fees.*

RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Staff recommends approval of the proposed Preliminary Plan for Canyon Creek Apartment Homes.**
- This is a preliminary plan, also serving as a preliminary plat, for a multi-family residential development, including deviations related to building height and freeway setback.
- The project is consistent with Lenexa's goals through ***Responsible Economic Development*** and ***Strategic Community Investment*** to create ***Vibrant Neighborhoods***.

PRELIMINARY PLAN

Staff recommends **approval** of the preliminary plan for PL23-06P – **Canyon Creek Apartment Homes** located near the northeast corner of Canyon Creek Boulevard and K-10 Highway, for a multi-family residential use, with deviations for building height and freeway setback as outlined within the Staff Report.



- NOTES:**
1. VERIFY DIMENSIONS SHOWN ON DESIGNED LOCATIONS. ON LOCATION BASED ON THE LOCALITY. ALL MEASUREMENTS SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LENEXA.
 2. QUANTITIES SHOWN ON THE PLAN ARE FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO CONSTRUCTION. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LENEXA.
 3. ALL PLANT MATERIAL SHALL COMPLY WITH THE CITY OF LENEXA STANDARDS AND SPECIFICATIONS. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LENEXA.
 4. ALL TREES SHALL BE CALIBERED AND UNDESIGNED TREES SHALL BE CALIBERED TO MEET THE CITY OF LENEXA STANDARDS AND SPECIFICATIONS.
 5. ALL TREES SHALL BE CALIBERED TO MEET THE CITY OF LENEXA STANDARDS AND SPECIFICATIONS.
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 19. ALL TREES SHALL BE CALIBERED TO MEET THE CITY OF LENEXA STANDARDS AND SPECIFICATIONS.
 20. ALL TREES SHALL BE CALIBERED TO MEET THE CITY OF LENEXA STANDARDS AND SPECIFICATIONS.

DESCRIPTION	ORIGINATION/REQUIREMENT	LANDSCAPE PROVIDED	LANDSCAPE PROVIDED
PERIMETER PLANTING ALONG STREETS SECTION #1000 (40' WIDE)	3 SHADE TREES 3 EVERGREEN TREES 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	3 SHADE TREES 3 EVERGREEN TREES 12 SHRUBS	17 SHADE TREES 33 EVERGREEN TREES 87 SHRUBS 30 EVERGREEN TREES INSTEAD OF 33 SHRUBS
PERIMETER PLANTING ALONG STREETS SECTION #1001 (10' WIDE)	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS	13 SHADE TREES (IN ROW) 11 EVERGREEN TREES 22 EVERGREEN TREES + 27 LINEAR FEET INSTEAD OF 25 SHRUBS 48 SHRUBS
PERIMETER PLANTING ALONG STREETS SECTION #1002 (10' WIDE)	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS	13 SHADE TREES (IN ROW) 11 EVERGREEN TREES 22 EVERGREEN TREES + 27 LINEAR FEET INSTEAD OF 25 SHRUBS 48 SHRUBS
PERIMETER PLANTING ALONG LOT LINES SECTION #1003 (40' WIDE)	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS	13 SHADE TREES (IN ROW) 11 EVERGREEN TREES 22 EVERGREEN TREES + 27 LINEAR FEET INSTEAD OF 25 SHRUBS 48 SHRUBS
PERIMETER PLANTING ALONG LOT LINES SECTION #1004 (40' WIDE)	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS	13 SHADE TREES (IN ROW) 11 EVERGREEN TREES 22 EVERGREEN TREES + 27 LINEAR FEET INSTEAD OF 25 SHRUBS 48 SHRUBS
PERIMETER PLANTING ALONG LOT LINES SECTION #1005 (40' WIDE)	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS SHALL BE PLANTED FOR EVERY 100 LINEAR FEET OF PUBLIC OR PRIVATE STREET FRONTAGE	1 SHADE TREE 1 EVERGREEN TREE 12 SHRUBS	13 SHADE TREES (IN ROW) 11 EVERGREEN TREES 22 EVERGREEN TREES + 27 LINEAR FEET INSTEAD OF 25 SHRUBS 48 SHRUBS
INTERNAL PARKING LOT	LANDSCAPE AREA = 1/8 OF PARKING AREA 1 TREE PER 100 SQ. FT. OF LANDSCAPE AREA WITH AT LEAST 1 TREE PER 100 SQ. FT.	16,843 SQ. FT. LAND AREA (19% OF PARKING AREA) 88 TREES PER 100 SQ. FT.	16,843 SQ. FT. LAND AREA (19% OF PARKING AREA) 88 TREES PER 100 SQ. FT.
MONUMENT SIGN LANDSCAPE SECTION #1006 (40' WIDE)	LANDSCAPE AREA = 1/8 OF SIGN FOOTPRINT 1 TREE PER 100 SQ. FT. OF LANDSCAPE AREA WITH AT LEAST 1 TREE PER 100 SQ. FT.	16,843 SQ. FT. LAND AREA (19% OF SIGN FOOTPRINT) 88 TREES PER 100 SQ. FT.	16,843 SQ. FT. LAND AREA (19% OF SIGN FOOTPRINT) 88 TREES PER 100 SQ. FT.

SYMBOL	COMMON NAME	SCIENTIFIC NAME	% of mix by seed count	Pure Seed	Germination	HEIGHT	SPACING	REMARKS
○	ATS	Asier truncatum	25 EA.			3.5'	6x6	BBB
○	GBS	Grigio Boba 'IMP' Sky Tower	18 EA.			2.5'	6x6	BBB
○	QPS	Quercus prinus 'Princeton Sentry'	9 EA.			2.5'	6x6	BBB
○	QBS	Quercus bicolor 'Princeton Sentry'	4 EA.			2.5'	6x6	BBB
○	PAB	Platanus x acerifolia 'Bloodgood'	23 EA.			2.5'	6x6	BBB
○	QRC	Quercus robur 'Crimson Spire'	15 EA.			2.5'	6x6	BBB
○	QAS	Quercus shumardii	12 EA.			2.5'	6x6	BBB
○	TAB	Tilia americana 'Southeast'	10 EA.			2.5'	6x6	BBB
○	LXP	Liriodendron 'Patriot'	38 EA.			2.5'	6x6	BBB
○	ZSM	Zelkova serrata 'Nussolino'	45 EA.			2.5'	6x6	BBB
○	AC	Azedarach canadensis	12 EA.			2'	6x6 H, 6x6	BBB
○	JCK	Juniperus chinensis 'Kobold'	51 EA.			6" H.	6x6	BBB
○	JCP	Juniperus chinensis 'Spartan'	45 EA.			6" H.	6x6	BBB
○	JVC	Juniperus virginiana 'Cansell'	59 EA.			6" H.	6x6	BBB
○	JVT	Juniperus virginiana 'Taylor'	142 EA.			9" H.	6x6	BBB
○	PK	Pinus strobus	17 EA.			6" H.	6x6	BBB
○	PTV	Pinus strobus 'Vanderwolf Pyramid'	17 EA.			6" H.	6x6	BBB
○	TGS	Thuja sabeliana 'Green Giant'	54 EA.			6" H.	6x6	BBB
○	BOV	Buxus x Green Velvet	225 EA.			5 gal.	Cont.	
○	BSD	Buxus sempervirens 'Deer Run'	18 EA.			7 gal. 4x4"	Cont.	
○	CSL	Cornus sericea 'Basti'	47 EA.			5 gal.	BBB	
○	EAC	Eurostylis alata 'Compass'	14 EA.			5 gal.	Cont.	
○	HFS	Hypericum perforatum 'Sunburst'	52 EA.			5 gal.	Cont.	
○	JRH	Juniperus horizontalis 'Hughes'	51 EA.			5 gal.	Cont.	
○	RAG	Rhus aromatica 'Crispa'	333 EA.			5 gal.	Cont.	
○	SAL	Silene japonica 'Little Princess'	203 EA.			5 gal.	Cont.	
○	SXP	Syringa x 'Pendula'	9 EA.			5 gal.	Cont.	
○	VPS	Viburnum plicatum tomentosum 'Summer Snowflake'	43 EA.			7 gal.	Cont.	
○	BCS	Bouteloua curtipendula	177 EA.			5 gal.	Cont.	
○	CAK	Callamagrostis x acutiflora 'Karl Foerster'	68 EA.			2 gal.	Cont.	
○	SH	Scorobolus heterolepis	135 EA.				Flag	

NATIVE SEED MIX W/ EROSION CONTROL BLANKET

BROADCAST SEED AT 15 LBS PLS PER ACRE
DRILLED SEED AT 8 LBS PLS PER ACRE

Common Name	Scientific Name	% of mix by seed count	Pure Seed	Germination
Bouteloua curtipendula	Bouteloua Curtipendula (B Rem)	50%	90%	90%
Bouteloua gracilis	Bouteloua Gracilis (B Rem)	10%	90%	85%
Paspalum smitii	Paspalum Smitii (B Rem)	10%	90%	85%
Schizanthus spariiformis	Schizanthus Spariiformis (B Rem)	30%	90%	90%

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PREPARED BY:
SCHLAGEL & ASSOCIATES, P.A.

CANYON CREEK APARTMENT HOMES
PRELIMINARY DEVELOPMENT PLAN

101ST STREET LENEXA, KANSAS

PRELIMINARY LANDSCAPE PLAN

SHEET
L1.0

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

MATERIAL LEGEND

1	SHINGLE SHAKE SIDING - JAMES HARDIE, CORNBLSTONE
2	VERTICAL BOARD & BATTEN SIDING - JAMES HARDIE, MONTEKAY-TALPE
3	HORIZONTAL SIDING - JAMES HARDIE, TIMBER BARK
4	ALL SIDING TRIM - JAMES HARDIE, TIMBER BARK
5	STONE VENEER - SEMCO STONE, MOUNTAIN RIDGE #M191
6	BLOCK VENEER
7	COLUMNS & ACCENT DETAILS - WOOD W/ DARK BROWN WAX OR STAIN
8	STANDING BEAM METAL CANOPY
9	SIGNAGE - MATTIE FINISH METAL
10	ENERGY STAR RATED ALUMINUM WINDOWS (STOREFRONT)/EXTERIOR DOORS - MATTIE DARK BROWN FINISH
11	RAILING - MATTIE BLACK GALVANIZED STEEL
12	RETAINING WALL - SEMCO STONE, CASTLEWOOD LEDGEROCK (19"X16")
13	FENCE - AMERISTAR ALUMINUM, MATTIE BLACK
14	PARAPET CAP & FASCIA - ALUMINUM, MATTIE BRONZE/BROWN
15	STONE VENEER - DARK BROWN
16	STONE SILL - SEMCO STONE, RUSTIC CEDAR SILL

ELECTRICAL & SERVICE EQUIPMENT SCREENING & MATERIALS

- WALL MOUNTED METERS TO HAVE BASES SCREENED BY LANDSCAPING, PAINT TO MATCH EXTERIOR WALL MATERIAL ON MOUNTING WALL.
- HVAC UNITS INSTALLED ON ROOF SHALL BE HIDDEN BEHIND PARAPET WALL - OUTLINE INDICATED IN ELEVATION



BUILDING TYPE "C" LEFT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



BUILDING TYPE "C" RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



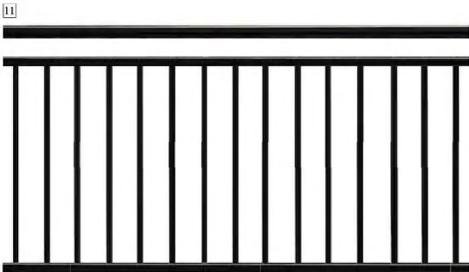
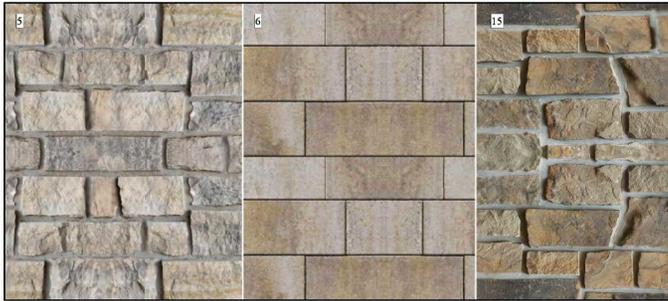
BUILDING TYPE "C" FRONT ELEVATION
SCALE: 3/32" = 1'-0"



BUILDING TYPE "C" REAR ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL LEGEND

1	SHINGLE SHAKE SIDING - JAMES HARDIE, COBBLESTONE
2	VERTICAL BOARD & BATTEN SIDING - JAMES HARDIE, MONTEREY TAUPÉ
3	HORIZONTAL SIDING - JAMES HARDIE, TIMBER BARK
4	ALL SIDING TRIM - JAMES HARDIE, TIMBER BARK
5	STONE VENEER - SEMCO STONE, MOUNTAIN RIDGE #M191
6	BUZZCK VENEER
7	COLUMNS & ACCENT DETAILS - WOOD W/ DARK BROWN WAX OR STAIN
8	STANDING SEAM METAL CANOPY
9	SIGNAGE - MATTE FINISH METAL
10	ENERGY STAR RATED ALUMINUM WINDOWS/STOREFRONTS/EXTERIOR DOORS - MATTE DARK BROWN FINISH
11	RAILING - MATTE BLACK GALVANIZED STEEL
12	RETAINING WALL - SEMCO STONE, CASTLEWOOD LEDGERLOCK (8" x 8")
13	FENCE - AMERISTAR ALUMINUM, MATTE BLACK
14	PARAPET CAP & FASCIA - ALUMINUM, MATTE BRONZE/BROWN
15	STONE VENEER - DARK BROWN
16	STONE SILL - SEMCO STONE, KUSTIC CEDAR SILL



PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

1. Canyon Creek Apartments - Consideration of a preliminary plan for a multi-family residential development located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2 Residential Planned (Intermediate-Density) and the RP-4, Residential Planned (High-Density) Districts. PL23-06P

APPLICANT PRESENTATION

Jake Mooney, MRE Capital, spoke on behalf of the developer, Andy Cope. He said there were several members of the team that were involved in the project present. He has worked with the developer for many years and is excited to see the project go forward in Lenexa.

Daniel Sailler, MRE Capital, said the site was a beautiful location and will invite nature into the future homes.

Dan Foster, Schlagel Engineering, said the site was made up of RP-2, Planned Residential (Intermediate Density) and RP-4, Planned Residential (High Density) Zoning Districts. The proposed density is less than what was previously proposed. The project consists of five buildings and several amenities including a dog park, playground feature, and game plaza. He discussed the building setbacks and pedestrian network within the site. He pointed out some differences between the concept plan and the preliminary plan. The preliminary plan stepped the buildings to go with the terrain and added a parking lot for the necessary hose reach for the Fire Department and added parking for lower-level dwelling units. A trail will connect to future Clare Road. He discussed preserving an area of landscape along K-10 and adding a significant amount of shade trees. They are requesting a setback deviation from the freeway setback and building height requirements.

Daniel Sailler spoke about the architecture. The project consists of 212 total units with 35% one bedroom, 35% two bedrooms and 30% three-bedroom units. It is a flat roof system with a parapet top to reduce the height of the building. He displayed renderings of the proposed site, the building materials, and the proposed amenities. The buildings will be a three-story or a three/four-story split.

STAFF PRESENTATION

Kim Portillo presented the Staff Report and noted the preliminary plan for Canyon Creek Apartments will serve as the preliminary plat. She showed an aerial of the location of the site and said there will be access off future West 99th Street. It is currently undeveloped and was recently approved as part of a concept plan for Cedar Canyon West. The Future Land Use is currently designated as Office, but Staff expects that will change with the forthcoming update of the Comprehensive Plan. She talked about the proposed site plan noting that the density has lessened from the previously approved concept plan.

Ms. Portillo pointed out that they will be hearing a preliminary and final plat application for 100th Street next on the agenda.

Ms. Portillo described some of the architectural materials that will be used. On the architectural rendering, there are two types of buildings, a three-story and a three/four split with four stories on the eastern side. A large portion of the applicant's landscape plan will be preserved or re-established plantings. She discussed the applicant's deviation request for a maximum height of 48 feet for building height or four-stories. She displayed a site line drawing provided by the applicant showing what the existing single-family residential homeowner from the north would see for building height. There is a significant distance from the single-family subdivision to the surrounding existing and future arterial roads. Staff supports the height deviations requested by the applicant. Staff is also in support of the requested 58-foot freeway setback deviation where a 100' setback is required from K-10 Highway right-of-way. The applicant is

providing landscaping beyond the minimum requirements. Staff recommends approval of Canyon Creek Apartments as presented.

PLANNING COMMISSION DISCUSSION

Commissioner Woolf asked if there will be sufficient distance between the dog park and the single-family homes at Canyon Creek Forest and to the future two-family homes in Tract 3. Dan Foster showed an image on the screen and explained that the distance is adequate.

Commissioner Woolf asked if the dog park had hours. Jake Mooney said they do have hours and restrictions on the number of dogs allowed. Residents will not leave their dogs unattended. Commissioner Woolf talked about his experience with the noise level of dog parks. Jake Mooney mentioned the retaining wall by the grass pad and said the dog park site will sit low. Commissioner Woolf said the project was a nice design that fits well with the rest of the topography.

Commissioner Handley asked which of the buildings will house the business office within the complex? Jake Mooney replied that the entire first floor of Building 1 will house the offices.

Commissioner Burson asked if the applicants will be building 100th Street. Dan Foster replied yes, they will build 100th Street. They anticipate 99th Street to be completed by the time they begin work on 100th Street. Commissioner Burson talked about the height of the buildings and supports the requested deviations.

Commissioner Horine commented that he liked the architectural renderings and is also in support of the requested deviations. He asked the applicant if they own the property to the west and if will they develop it. Jake Mooney said no, they do not own that property. The applicant discussed the purchase of the property.

Commissioner Harber asked about the length of the trail connection. Dan Foster responded that they are limited due to topography.

Commissioner Wagner asked if there has been any consideration for electric vehicle charging stations. Jake Mooney said they have not but will look into it. She is in favor of the building height deviation.

Commissioner Macke complimented the applicant on their project design and how well it fits with the topography.

Chairman Poss asked about the screening on the roof and Jake Mooney responded that the equipment will not be seen. Chairman Poss supports the height deviations and setbacks.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plan for PL23-06P – **Canyon Creek Apartment Homes** located near the northeast corner of Canyon Creek Boulevard and K-10 Highway.

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

**MINUTES OF THE
AUGUST 22, 2023
LENEXA SPECIAL CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7:02 PM.

ROLL CALL

Councilmembers Karlin, Eiterich, Nicks, Roh, Arroyo, and Sayers were present with Mayor Boehm presiding. Councilmembers Nolte and Denny were absent.

Staff present included Beccy Yocham, City Manager; 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.

PUBLIC HEARINGS

1. Consideration of a resolution levying a property tax rate exceeding the revenue-neutral property tax rate of 25.644 mills for the FY 2024 budget
 - a. Public hearing to consider exceeding the revenue-neutral property tax rate for FY 2024
 - b. Resolution levying a property tax rate exceeding the revenue-neutral property tax rate of 25.644 mills for FY 2024
In 2021, the state legislature enacted notice and public hearing requirements for proposed budgets planned to exceed the revenue-neutral property tax rate. For the FY 2024 budget, the City's revenue-neutral property tax rate was calculated to be 25.644 mills by Johnson County. Since the estimated mill levy in the recommended FY 2024 budget is 27.372 mills (a 0.750 mill reduction from FY 2023) and exceeds the revenue neutral rate, the City will hold a public hearing and consider a resolution to exceed the revenue neutral rate for the FY 2024 budget.

Nate Blum, Chief Financial Officer, reviewed the City's budget principles; budgetary pressures such as growth, costs of goods and services, and employee retention; and budget highlights.

Mr. Blum said that the total estimated 2024 assessed valuation is \$1.72 billion and staff recommends no changes to the stormwater service charge, user fees or franchise fees. He noted that the sales tax rate remains unchanged. He said that staff recommends the addition of 6.5 full time equivalent (FTE) positions

and a property tax mill levy of 27.372, which is a 0.750 mill reduction.

Mr. Blum said the proposed FY 2024 budget is \$224,781,100 and the FY 2023 adopted budget was \$204,159,901. He talked about expenditures and reserves for each. He presented a breakout of revenue sources and talked about expenditure projections by function. He showed a graph representing the mill levy reductions over time since 2017.

Mr. Blum reviewed the revenue neutral rate (RNR), what it accounts for and what it does not, and how it is calculated. He said the mill levy for the RNR would be 25.644.

Mayor Boehm asked Mr. Blum to clarify that the \$23 million under expenditures for economic development is mostly pass-through and Mr. Blum concurred.

Beccy Yocham, City Manager, reviewed the estimated property tax rates by mill levy broken out, using a property in the Olathe School District as an example. She reviewed an example for calculating city taxes, going through the quick calc example for a home with the average Lenexa home value of \$439,697. She pointed out that the monthly tax for a home of this value would be \$115.33 and she reviewed a list of services residents receive for their taxes.

Ms. Yocham reported on the 2021 Citizen Satisfaction Survey results that show residents are satisfied with the value they receive for their dollar. She noted the 2023 survey will go out to residents in the next few weeks.

Ms. Yocham reviewed the phases of the 2024 budget process, including the public-facing steps that have taken place since June. She added that the process for staff starts in the spring and she thanked Mr. Blum and the Finance team.

Ms. Yocham said that resident feedback has been received, compiled, and shared with the Governing Body prior to this meeting and will be made a part of the public record.

Ms. Yocham said there are two action items for consideration at this meeting. The first is to hold a public hearing to consider exceeding the revenue neutral property tax rate and consider adoption of a resolution levying a property tax rate exceeding the revenue neutral property tax rate of 25.644 for the FY 2024 budget. The second is to hold a public hearing to consider the FY 2024 budget and consider adoption of a resolution adopting the FY 2024 budget. Ms. Yocham said that staff recommends approval of both resolutions.

Mayor Boehm talked about an email received from Mr. Feller regarding the investment portfolio and clarified a misunderstanding about rates and underbudgeting interest income.

Councilmember Karlin said that would be proven in the unrealized losses.

Mayor Boehm said that a lot of attention was given to the reserve balances and explained that property tax revenues are received from the county in January and June so there are periods of time where the balances are high, until they get used to pay bills and debt service, and some funds are restricted to specific uses regardless of the balance. He added that the legislature's imposition of the revenue neutral rate does not allow cities to spend more than last year, but the costs of things like health care, resources, and personnel continue to rise so if the rate is not exceeded, services and people would have to be cut.

Mayor Boehm opened the public hearing at 7:27 PM.

Gaylene Van Horn, 8131 Rosehill Road, thanked the City for the recent storm debris cleanup. She explained why she does not want the City to exceed the RNR, due to the continuing cost increases of all goods and services. She talked about her concerns about living on a fixed income and having nine different taxing entities in Johnson County, which are all increasing taxes. Her priorities for the city are public safety and emergency management.

Mark Scannell, 9305 Alden Street, said he does not want the City to exceed the RNR. He talked about residents and business owners being crippled by inflation, as well as reckless fiscal and monetary policies of government. He said that sacrifices are being made by the community, so the City should as well. He talked about fiscal responsibility at the county and city levels and encouraged Councilmembers Sayers and Karlin to vote against exceeding the RNR. He referenced various other states and their different tax practices, saying that citizens will end up moving to places where taxing is not so high.

James Clark, 9396 Lind Road, said he has been a resident for 35 years and he "likes Lenexa." He thanked the Governing Body for all the time given to the city in a tough job. He said he does not want the City to exceed the RNR. He asked a few questions about the increases in the General Fund and in the reserves, as was published in the Kansas City Star. Mr. Blum explained that the state form that is published is not an "apples to apples" comparison because the recommended budget includes expenditures and reserves, and the adopted budget only includes expenditures. He also answered Mr. Clark's questions about reserves, explaining that part of the \$70 million in reserves are pass-through funds for developers for eligible costs, not revenue for the City or for City purposes.

Councilmember Sayers asked City Manager Beccy Yocham what are other cities are doing.

Ms. Yocham said that at a roundtable meeting of city managers' offices in June, all those in attendance, except Lansing, said they planned to exceed the RNR.

Councilmember Roh said he brought his tax form and it shows the state is flat, Johnson County Community College is above RNR by 4.871%, and Lenexa is above RNR by 6.738%, with the remaining taxing jurisdictions in the 10% and 20% ranges, so he was pleased to see that Lenexa was one of the lowest.

Councilmember Roh asked how the bond rating would be affected by lowered reserves and for the threshold to maintain the rating. Mr. Blum explained that funding the Pavement Management Program later this year will bring the reserves down to about 37%, which is the lowest he would feel comfortable going with the rating agencies.

Councilmember Karlin said he appreciates the public engagement and considers the feedback seriously. He talked about having family living on a fixed income and said he is understanding of that perspective. However, he said that because the RNR does not account for growth or inflation, and he does not believe cutting city services would be acceptable, he is in support of exceeding the RNR.

Councilmember Nicks talked about improvements that could be made in the budget document to help the community and those not as familiar with the details better understand the budget and how it works. He noted specifically the economic development portion of the pie chart, saying an asterisk with an explanation about the pass-throughs would be helpful. He said he is in support as well.

Mayor Boehm talked about the transfers and the pass-throughs in reserves growing larger over time as the businesses are successful in creating the increment on the sales or taxes that are being paid. He said that incentives keep Lenexa in competition with other cities for businesses and investment. He added that reserves are there for future needs, like Rec Center upgrades or maintenance, so that the operating budget does not need to be used.

Mayor Boehm talked about the department budgets being balanced and being able to support providing the high service levels Lenexa is known for. He talked about how the Municipal Services and Parks and Recreation Departments were able to coordinate with the City Manager and respond quickly to the storms this summer and get a plan in place to help residents with the storm debris as a result of having the capacity, autonomy, and authority to do the right thing for the citizens. He said it's the Governing Body's job to figure out that right balance so that people are proud to live here. He said that he cannot really see any way a city could not exceed the RNR unless it is fully developed and has no growth or inflation. He added that most of the budget is people and talked about how turnover is expensive and the team that has been assembled is important to hold on to.

Councilmember Eiterich said she appreciates staff's work, the budget book, and their explanations. She said resident feedback got her to look even deeper into the budget and she learned more about it as a result. She said Lenexa needs to account for its growth and to keep its diligent, responsive, and educated employees and cutting the budget means losing employees and services, which she does not want. She is in support of exceeding the RNR. She added that there is a property tax rebate program in the recommended budget to help those with lower incomes.

Ms. Yocham confirmed that the proposed FY 2024 budget includes \$100,000 for a property tax rebate program for income qualified residents. She said the details will be worked out this fall.

Councilmember Arroyo said that it will be important for the City to communicate about the property tax rebate program and she is thankful to see this in the budget to help those on a fixed income. She said she shares in the homeowners' frustration with property taxes as a new homeowner herself. She said that seeing the numbers put into perspective, seeing the services provided, makes the tax worth it. She added that the future uncertainty of state politics must be considered and therefore she supports exceeding the RNR.

Councilmember Roh thanked everyone who came to speak or to listen. He said he echoed the other comments. He said the challenge is communicating all of the details to everyone in this building-block process that started with public meetings in June. He added that Lenexa is one of the few cities in Kansas that is growing and has a low housing inventory. He is in support of exceeding the RNR.

Councilmember Roh made a motion to approve the resolution levying a property tax rate exceeding the revenue-neutral property tax rate of 25.644 mills for FY 2024 and Councilmember Arroyo seconded the motion.

Jennifer Martin, City Clerk, called the roll call vote:

Councilmember Karlin - Aye
Councilmember Eiterich - Aye
Councilmember Nicks - Aye
Councilmember Nolte - No Vote/Absent
Councilmember Roh - Aye
Councilmember Arroyo - Aye
Councilmember Sayers- Aye
Councilmember Denny - No Vote/Absent
Mayor Boehm - Aye

Motion passed 7-0.

Councilmember Karlin made a motion to close the public hearing and Councilmember Arroyo seconded the motion. Motion passed unanimously.

The public hearing closed at 8:05 PM.

2. Consideration of a resolution approving the FY 2024 budget
 - a. Public hearing to consider the fiscal year 2024 budget
 - b. Resolution approving the FY 2024 budget

Mayor Boehm opened the public hearing at 8:06 PM.

No one from the public spoke.

Councilmember Eiterich made a motion to close the public hearing and Councilmember Roh seconded the motion. Motion passed unanimously.

The public hearing closed at 8:07 PM.

Councilmember Roh said he believes there is work to do on communicating with the public about the reserves, but the rest of budget seems straightforward. He would like to see staff make some of the discussed changes in the future.

Ms. Yocham said that several of the questions received have helped staff understand how they can more clearly communicate some of this information in the future.

Councilmember Karlin thanked everyone who has worked on this and said it is an impressive document. He talked about the budget priorities and suggested adding a couple of new options for excess reserves.

Ms. Yocham said this can be discussed in the future.

Councilmember Roh asked if Councilmember Karlin proposes adding these options at the end of 2023 or in 2024. Councilmember Karlin said 2023.

Mayor Boehm asked Mr. Blum how doing this might impact the 2024 budget.

Mr. Blum said it would impact 2024 and that excess reserves are considered one-time revenue. He said on-going revenue should not be replaced with the one-time revenue.

Councilmember Sayers said she does not see any benefit to delaying the vote on the budget; that nothing occurring over the next two weeks would likely change staff's recommendation.

Councilmember Roh made a motion to approve the FY 2024 budget and Councilmember Nicks seconded the motion.

Ms. Martin called the roll call vote:

Councilmember Eiterich - Aye

Councilmember Nicks - Aye

Councilmember Nolte - No Vote/Absent

Councilmember Roh - Aye

Councilmember Arroyo - Aye

Councilmember Sayers - Aye

Councilmember Denny - No Vote/Absent

Councilmember Karlin - Aye

Mayor Boehm - Aye

Motion passed 7-0.

ADJOURN

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

The meeting adjourned at 8:20 PM.



**MINUTES OF THE
SEPTEMBER 5, 2023
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7 PM.

ROLL CALL

Councilmembers Karlin, Eiterich, Nolte, Roh, Arroyo, and Sayers were present with Mayor Boehm presiding. Councilmembers Nicks and Denny were absent.

Staff present included Beccy Yocham, City Manager; 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 Sayers made a motion to approve the August 15, 2023 City Council meeting draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

APPOINTMENT

Mayor Boehm presented Sarah Homan for appointment to the Lenexa Arts Council. He thanked Claire Ward for her many years of service on the Arts Council.

Councilmember Sayers made a motion to approve the appointment to the Arts Council and Councilmember Roh seconded the motion. Motion passed unanimously.

PROCLAMATIONS

Suicide Prevention Month
Fetal Alcohol Spectrum Disorders Awareness Month
Constitution Week - Sept. 17-23

CONSENT AGENDA

1. Acceptance for maintenance
 - a. Acceptance of the Arbor Lake South, First Plat public improvements for maintenance

This project constructed public street, storm, and streetlight improvements in the Arbor Lake South, First Plat subdivision. The project was funded by private development.

- b. Acceptance of the Pavement Markings Project (87th Street Parkway & I-435 Interchange and Quivira Road from 87th Street Parkway to 75th Street) for maintenance

This project installed permanent pavement markings for the 87th Street Parkway & I-435 Intersection and Quivira Road Improvement Projects. The total cost of construction was \$114,101.50.

- c. Acceptance of the Skate Park Reconstruction Project for maintenance

This project constructed Rolling Magic Skate Park, which consists of an 11,200 square foot, all-wheel park with a wide range of features to accommodate all levels of users. The new park is fully ADA accessible and includes an entry plaza with seat walls, turfed berm, landscaping, and a monument sign. The total cost of construction was \$1.1 million.

- 2. Resolution authorizing the sale, possession, and consumption of alcohol at the 2023 Lenexa Chili Challenge

The 2023 Lenexa Chili Challenge will be held October 13-14, 2023. To permit the sale, possession, and consumption of alcoholic liquor at the event, the City must approve a resolution which recognizes the Lenexa Chili Challenge as a special event as defined by state law, designate the boundaries of the event where alcohol may be consumed, and identify the public streets to be closed. The resolution will approve the Rotary Club of Lenexa as a designated vendor to sell alcohol at the Chili Challenge.

- 3. Consideration of two resolutions to appropriate private property for the construction of stormwater improvement projects

- a. Resolution declaring it necessary to appropriate private property for the construction of the 113th East of Renner Stormwater Project

- b. Resolution declaring it necessary to appropriate private property for the construction of the 113th and Lakeview Stormwater Project

These resolutions will allow the City to proceed with acquisition of private property associated with the construction of the 113th East of Renner and the 113th and Lakeview Stormwater Improvement Projects. The total estimated cost of the projects, including acquisition, is \$4,520,000.

- 4. Ordinance granting a contract franchise to Kansas Fiber Network, LLC

This ordinance will renew the franchise with Kansas Fiber Network, LLC to construct, operate, and maintain a telecommunications system in the city. The franchise ordinance includes a 5% fee on gross receipts and a two-year term with four automatic renewal terms of two years each for a total of 10 years.

END OF CONSENT AGENDA

Councilmember Roh made a motion to approve items 1 through 4 on the consent agenda and Councilmember Karlin seconded the motion. Motion passed unanimously.

PUBLIC HEARINGS

5. Consideration of approving Project Plan 1L in the City Center Tax Increment Financing (TIF) District (City Center Midas Lenexa Dual Hotel Project)
 - a. Public Hearing to consider approving TIF Project Plan 1L
 - b. Ordinance approving TIF Project Plan 1L
 - c. Resolution approving the Disposition and Development Agreement with Midas Lenexa CC, LLC
 - d. Resolution determining the intent of the City to issue approximately \$80.5 million in industrial revenue bonds to help acquire, construct, and equip the City Center Midas Lenexa Dual Hotel Project
Tax Increment Financing (TIF) Project Plan 1L contemplates construction of a mixed-use building containing two hotels, commercial and retail space, and structured parking as well as associated infrastructure improvements, located in the center block of 87th Street Parkway immediately west of Penrose Lane in the City Center TIF District. After the public hearing, the Governing Body will consider adoption of TIF Project Plan 1L. If passed by a 2/3 vote, the Governing Body will consider adoption of a Disposition and Development Agreement with Midas Lenexa CC, LLC setting forth the terms and conditions for reimbursement of TIF eligible costs with TIF revenues generated from the TIF District. Finally, the Governing Body will consider adoption of a resolution determining the City's intent to issue up to \$80.5 million in industrial revenue bonds for construction of the project.

Sean McLaughlin, City Attorney, said that the items on this agenda are for incentives for the City Center Midas Lenexa Dual Hotel Project: TIF Project Plan 1L and IRBs, establishment of a Community Improvement District (CID), and a Transient Guest Tax (TGT) Rebate.

Mr. McLaughlin said that the project is located on 2.3 acres north of City Hall in City Center and consists of a mixed-use building with two hotels, AC Hotel and Residence Inn; 11,000 square feet of retail; a restaurant; and a 358-stall parking garage. He said staff supports providing several incentives for this project because the large structured parking component will benefit the development as well as the surrounding City Center area with at least 139 spaces reserved for the general public at all times. He added that this is a high density and high quality mixed-use development and the project will promote tourism and draw visitors.

Mr. McLaughlin said that Project Plan 1L is a TIF reimbursement plan that will use tax increment to reimburse the developer for eligible costs up to \$26.2 million. He said the projected TIF revenue over the 20-year project is approximately \$15.8 million. He said that staff also recommends issuing up to \$80.5 million in IRBs to be used for the sales tax exemption. He added that the Disposition and Development Agreement (DDA) uses the standard terms and

conditions.

Mr. McLaughlin said that staff recommends approval.

David Waters, Spencer Thane Law Firm, introduced the team present and thanked City staff for their work on this development and finding ways to meet both the City's and developer's needs.

Mayor Boehm opened the public hearing at 7:17 PM.

No one from the public spoke.

Councilmember Eiterich made a motion to close the public hearing and Councilmember Nolte seconded the motion. Motion passed unanimously.

The public hearing closed at 7:17 PM.

Councilmember Karlin commented that this is a really nice development and the public parking is needed. He said this looks like a really good use, it is the right thing to do, and he is in support of it.

Councilmember Sayers said this is a smart move to get ahead of the construction of the Advent Hospital to provide those who will use that facility a nearby place to stay. She is in support of the incentives and the development.

Mayor Boehm said this is a beautiful project with density that matches the vision for the area and the desired mixed use. He thanked staff for having the foresight on this development and working with applicant to make the parking happen.

Councilmember Nolte made a motion to approve Item 5b and Councilmember Roh seconded the motion. Motion passed unanimously.

Councilmember Karlin made a motion to approve Item 5c and Councilmember Eiterich seconded the motion. Motion passed unanimously.

Councilmember Sayers made a motion to approve Item 5d and Councilmember Roh seconded the motion. Motion passed unanimously.

6. Consideration of establishing the City Center Midas Lenexa Dual Hotel Community Improvement District (CID)
 - a. Public hearing to consider establishing the City Center Midas Lenexa Dual Hotel CID
 - b. Ordinance establishing the CID
 - c. Resolution approving the Development Agreement with Midas Lenexa CC, LLC
The proposed CID includes the City Center Lenexa Midas Dual Hotel development area located in the center block of 87th Street Parkway immediately west of Penrose Lane. The CID revenues generated from the CID

area will be used by Midas Lenexa CC, LLC for approved CID costs. The CID Development Agreement sets the terms and conditions for performance and reimbursement.

Mr. McLaughlin said that this component for the project will levy a 1% sales tax CID over the hotel and retail area. Approximately \$3.3 million in sales tax is projected to be collected over 22 years. A maximum reimbursement of \$6.5 million would be used for eligible costs.

Mr. McLaughlin said the tax is anticipated to start on October 1, 2025. The Development Agreement (DA) uses the standard terms and conditions.

Mr. McLaughlin said that staff recommends approval.

Mayor Boehm opened the public hearing at 7:23 PM.

No one from the public spoke.

Councilmember Eiterich made a motion to close the public hearing and Councilmember Arroyo seconded the motion. Motion passed unanimously.

The public hearing closed at 7:23 PM.

Councilmember Roh made a motion to approve Item 6b and Councilmember Arroyo seconded the motion. Motion passed unanimously.

Councilmember Eiterich made a motion to approve Item 6c and Councilmember Karlin seconded the motion. Motion passed unanimously.

NEW BUSINESS

7. Ordinance approving a Transient Guest Tax Rebate and authorizing the Mayor to execute a Transient Guest Tax Rebate Agreement with Midas Lenexa CC, LLC *The developer of the Midas Lenexa Dual Hotel Project has agreed to construct an additional level of public parking to partially support the various public and civic uses and activities which occur in the immediate vicinity. The enlarged parking structure will include approximately 358 parking spaces. Due to the significant cost of structured parking and the City's desire to create additional public parking in this location in Lenexa City Center, the City is proposing to reimburse the Developer for costs associated with the structured parking using Transient Guest Tax.*

Mr. McLaughlin said this is the third and final component for the project and this is the first time the City has used this type of incentive. He explained that the City collects an 8% TGT for every hotel visit in Lenexa and that money can only be used for specific things related to the promotion of tourism and economic development. He added that the TGT is currently used for the Lenexa Economic Development Council, Convention and Visitors Bureau, and to service the debt on the Convention Center bonds.

Mr. McLaughlin said that the construction of the public parking garage in a central location meets that requirement as it will draw visitors, promote economic development, and attract new businesses.

Mr. McLaughlin said that staff proposes a pay-go rebate up to 10 years in two phases. During phase 1, 100% of the TGT from the Dual Hotel and Spring Hill Suites (the hotel north of this development that has the same developer) will be used to reimburse the developer up to \$3.2 million for the additional level of parking that the City requested. Once the \$3.2 million is received, phase 2 begins and 75% of the TGT from the Dual Hotel only will last through 10 years or \$7.8 million, whichever occurs first. He added that the terms are modeled off the terms and conditions of the DDA and DA.

Mr. McLaughlin said that staff recommends approval.

Councilmember Eiterich asked about the 10-year period and Mr. McLaughlin clarified that there is only one 10-year period that both phases occur in.

Mayor Boehm asked Nate Blum, Chief Financial Officer, when the Convention Center bonds would be paid off and Mr. Blum said in 2035.

Mayor Boehm asked how much TGT Springhill Suites has generated. Mr. Blum said he did not have that on hand.

Mr. McLaughlin said that this rebate has provisions that the Convention Center bonds should not be impaired by the lack of TGT receipts and he does not anticipate that being an issue based on the numbers in hand. He said the 10-years would start January 1, 2024 and end December 31, 2033.

Councilmember Sayers made a motion to approve Item 7 and Councilmember Eiterich seconded the motion. Motion passed unanimously.

COUNCILMEMBER REPORTS

Councilmember Roh commended staff on their work with developers to problem solve and creatively innovate and shared his appreciation for their work.

STAFF REPORTS

Beccy Yocham, City Manager, said that the Rolling Magic grand opening will be next Tuesday at 5:30 PM. She also said that no Committee of the Whole meeting is anticipated for next week.

END OF RECORDED SESSION

BUSINESS FROM FLOOR

There was no business from the floor.

STUDENT INTRODUCTIONS

Aaron Silena and Alan Gomez, Shawnee Mission Northwest High School students, attended the meeting for their A.P. Government class.

ADJOURN

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

The meeting adjourned at 7:36 PM.

Proclamation

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect their health and well-being; and

WHEREAS, national surveys and research studies report that 47% of families with young children struggle to afford diapers, and 48% of families delay changing a diaper to extend the available supply; and

WHEREAS, purchasing enough diapers can consume 14% of a low-wage family's income, making it difficult to provide the necessary supply; and

WHEREAS, a daily or weekly supply of diapers is generally an requirement to participate in child care programs and early-education programs that enable children to thrive and parents to work; and

WHEREAS, without enough diapers, infections and health problems may require medical attention resulting in medical costs, and parents may be prevented from accessing child care needed, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, diaper need is a public health issue, and addressing it can lead to economic opportunity for the families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, do hereby proclaim the week of September 18-24, 2023 as

NATIONAL DIAPER NEED AWARENESS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2023.



Michael A. Boehm
Mayor of Lenexa, Kansas

Proclamation

WHEREAS, change is constant and affects all cities, suburbs, counties, and other places; and,

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and,

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America; and,

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of professional staff, the members of the Planning Commission, and citizens who have contributed their time and expertise to the improvement of the City of Lenexa.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim October in the City of Lenexa to be

NATIONAL COMMUNITY PLANNING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September, 2023.



Michael A. Boehm
Mayor of Lenexa, Kansas

August 15, 2023

The Honorable Mayor and Members of the City Council
Ms. Beccy Yocham
City of Lenexa, Kansas
17101 West 87th Street Parkway
Lenexa, Kansas, 66219

Dear Beccy:

We appreciate the opportunity to be of service to City of Lenexa, Kansas. This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to City of Lenexa, Kansas. Your engagement of RubinBrown will be governed by the terms of this Letter and the attached RubinBrown LLP Engagement Terms (as defined below) and the Agreement for Professional Auditing Services entered into between the City of Lenexa, Kansas and RubinBrown dated October 2, 2018 as thereafter amended by the parties (the "Client Agreement").

Scope of Services

We are pleased to confirm our understanding of the services we are to provide City of Lenexa, Kansas for the year ended December 31, 2023. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of City of Lenexa, Kansas as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Lenexa, Kansas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lenexa, Kansas' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Information
- Supplementary Pension Information
- Supplementary OPEB Information

We have also been engaged to report on supplementary information other than RSI that accompanies City of Lenexa, Kansas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards
- Combining statements
- Individual nonmajor fund financial statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section
- Statistical section

Audit Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole.

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 and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act, as amended, and the audit 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).

The reports on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act as amended; and the provisions of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. As part of an audit performed in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We will issue written reports upon completion of our audit of your Financial Statements and our Single Audit. Our reports will be addressed to those responsible for corporate governance of City of Lenexa, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) or withdraw from the engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report or we may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste and or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required on internal control and compliance required pursuant to Government Auditing Standards. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements. The representation letter will also include certain written representations about the schedule of expenditures of federal awards, federal award programs, compliance with laws, regulations, contracts and grant agreements and related matters.

As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of management, and the City Council. Such matters include (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) audit adjustments that could, in our judgment, either individually or in the aggregate, have a significant effect on your financial reporting process; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (7) serious difficulties that we encountered in dealing with management related to the performance of the audit.

Chester Moyer will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letter.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lenexa, Kansas' compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Lenexa, Kansas' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Lenexa, Kansas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, (2) following laws and regulations, (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. If you have so requested, as part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. If you have requested our assistance with the preparation of the financial statements and related notes, you will be required to acknowledge in a written representation letter our assistance with such preparation and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes (if applicable), preparation of your Schedule of Federal Awards and related notes (if applicable), preparation and submission of the Data Collection Form to the Federal Clearinghouse (if applicable), assistance with the implementation of GASB 96, and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is responsible for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Lenexa, Kansas and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements (whether obtained from within or outside of the general and subsidiary ledgers) such as financial records, documentation, and identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

We are not responsible for electronically hosting, storing or maintaining any of your original financial or non-financial information (or sole copies). You are expected to retain all financial and non-financial information including, but not limited to, anything you upload to a portal and are responsible for downloading and retaining anything we upload to a portal or transmit to you in a different manner. Portals are only meant as a method of transferring data and are not intended for the storage of your information.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in a written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of our interim fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditure of federal awards.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Engagement Administration, Timing and Fees

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted timely in accordance with federal requirements.

We will provide copies of our reports to you. However, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RubinBrown LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RubinBrown LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by cognizant or oversight agencies or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with Government Auditing Standards our most recent peer review report accompanies this Letter. Our fee for the Attest Services will be \$69,500 (plus \$6,500 for each major federal program, if required, for the year ended December 31, 2023 plus \$4,500 for assistance with the implementation of GASB 96). The gross fee includes out-of-pocket expenses, technology and administrative fees. The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner. In providing our services, we will consult with the City of Lenexa, Kansas with respect to matters of accounting, financial reporting or other significant business issues. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, RubinBrown and the City of Lenexa, Kansas will agree to an appropriate revision in services and fees.

Conflict of Interest

If during the course of our engagement we encounter circumstances we believe may create a conflict of interest or conflict with the ethical standards of our profession or our firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement.

Engagement Terms

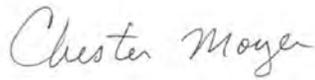
Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms and the Client Agreement are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth in the RubinBrown Engagement Terms and the Client Agreement therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms and the Client Agreement will govern. To the extent any apparent or actual contradiction may exist between this Letter and the RubinBrown Engagement Terms, the Client Agreement shall be deemed controlling and will supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue. To the extent any apparent or actual contradiction may exist between the Agreement and the RubinBrown Engagement Terms, the Client Agreement shall be deemed controlling and shall supercede any such statement contained in the RubinBrown Engagement Terms.

Conclusion

We appreciate the opportunity to be of service to you and believe that this Letter, the RubinBrown Engagement Terms, and the Client Agreement set forth the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms and the Client Agreement, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms and the Client Agreement.

Sincerely,

RubinBrown LLP



Chester P. Moyer, CPA
Partner
Direct Dial Number: 816-859-7945
Email: chester.moyer@rubinbrown.com

Attachment(s):
Exhibit A - RubinBrown LLP Engagement Terms
Exhibit B - Peer Review

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of City of Lenexa, Kansas.

Approved By: _____ Date: _____
Ms. Beccy Yocham

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms, and the Agreement for Professional Auditing Services dated October 2, 2018 as amended (the "Client Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, collectively set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

- 1. Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services.
- 2. Period Covered.** This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the Letter and these Terms will apply to any such additional work we are asked to perform.
- 3. Billing Terms.** Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1½% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.
- 4. Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Although RubinBrown will endeavor to be alert to any incorrect or missing data and plans to apply its normal diligence in this regard, except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client, and RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.
- 5. Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

6. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

7. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. Nothing herein shall preclude RubinBrown from disclosing confidential Client information in response to a validly issued and enforceable subpoena or as otherwise required by law, or from disclosing confidential Client information to RubinBrown's attorneys, advisors, insurers, or agents who agree to maintain the confidentiality of such information, with or without notice to Client.

In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party professional service providers to ensure that confidential information of its clients is fully protected from loss or misuse. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party professional service provider.

Subject to the Kansas Open Records Act and except as otherwise specifically provided herein, Client shall at no time disclose any of RubinBrown's work product or other confidential material, including but not limited to internally developed financial models, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's deliverables hereunder defined to be the audited financials and the audit letter, may be used by client as it seems necessary or appropriate. Including but not limited to publishing the same in the client's website or distributed in offering statements. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

8. **Subpoenas for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena from a Third Party seeking production of Client's records or confidential information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and /or its information from production in compliance with the subpoena, it shall be Client's obligation to do so in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena.

9. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

10. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

11. **External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

12. **Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

13. **Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm.
14. **Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.
15. **Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.
16. **Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.
17. **No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement.
18. **Governing Law.** The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to conflicts of laws rules.
19. **Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.
20. **Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.
21. **Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

22. Entire Agreement and Modification. The Client Agreement, Letter and Terms supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. These documents may not be modified or amended except by the mutual written agreement of both parties.

23. Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

24. Headings. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

Report on the Firm's System of Quality Control

September 26, 2022

To the Partners of RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

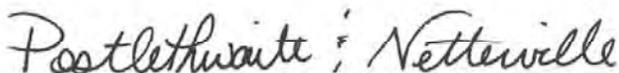
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a peer review rating of *pass*.



Postlethwaite & Netterville
Baton Rouge, Louisiana

August 16, 2023

Ms. Beccy Yocham
City of Lenexa, Kansas
17101 West 87th Street Parkway
Lenexa, Kansas 66219

Dear Beccy:

We appreciate the opportunity to be of service to City of Lenexa, Kansas Firefighters' Relief Association. This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to City of Lenexa, Kansas Firefighters' Relief Association. Your engagement of RubinBrown shall be governed by the terms of this Letter, the attached RubinBrown LLP Engagement Terms (as defined below) and the Agreement for Professional Auditing Services entered into between the City of Lenexa, Kansas and RubinBrown dated October 2, 2018, as thereafter amended by the parties ("Client Agreement").

Scope of Attest Services

We will audit your statement of assets and net assets arising from cash transactions, as of December 31, 2023, and your related statement of receipts collected and disbursements paid and change in net assets for the year ending December 31, 2023 and the related notes to the financial statements (the foregoing Financial Statements are collectively referred to as the "Financial Statements").

Except as specifically provided for herein, our responsibility for this engagement will be limited to auditing the Financial Statements for the period of time set forth above.

Audit Objective

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinion about whether your Financial Statements are presented, in all material respects, in conformity with cash basis of accounting and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. 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 auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. We will issue a written report upon completion of our audit of your Financial Statements. Our report will be addressed to those responsible for corporate governance of City of Lenexa, Kansas Firefighters' Relief Association.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. GAAS requires that we plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to you or to acts by management or employees acting on behalf of you. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. An audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential.

Our audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements, and determining whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will also perform tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, legal counsel, and banks, as applicable.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Our procedures will include obtaining an understanding of your internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. Our audit is not specifically designed and cannot be relied upon to disclose significant deficiencies or material weaknesses. 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 entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. However, during the audit, if we become aware of such significant deficiencies, material weaknesses, or ways that we believe your management practices can be improved, we will communicate them to you separately.

We will identify and assess the risks of material misstatement of the Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

As auditors, we must necessarily rely upon the integrity and cooperation of management and the assistance of your accounting staff.

Our services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). However, we will design our audit to detect such Irregularities that have a direct and material effect on the Financial Statements. In performing our services, we will advise the appropriate level of management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

Chester Moyer will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letter.

Management Responsibilities

As part of our engagement we may propose standard, adjusting, or correcting journal entries in connection with preparation of your Financial Statements. We will provide you with these proposed journal entries for your review and approval prior to issuing our report. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Financial Statements.

You are also responsible for management decisions and functions, and for designating a qualified management-level individual with suitable skill, knowledge or experience to oversee any bookkeeping, including assistance with the preparation of your Financial Statements, or other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements (whether obtained from within or outside of the general and subsidiary ledgers) such as financial records, documentation, and identification of all related parties and all related-party relationships and transactions, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the company from whom we determine it necessary to obtain audit evidence.

We are not responsible for electronically hosting, storing or maintaining any of your original financial or non-financial information (or sole copies). You are expected to retain all financial and non-financial information including, but not limited to, anything you upload to a portal and are responsible for downloading and retaining anything we upload to a portal or transmit to you in a different manner. Portals are only meant as a method of transferring data and are not intended for the storage of your information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that you comply with applicable laws and regulations.

Those charged with corporate governance and management are solely responsible for (i) the preparation and fair presentation of the Financial Statements including the related footnotes (ii) selecting and applying sound accounting principles, (iii) designing, implementing, and maintaining adequate internal controls relevant to the preparation and fair presentation of the Financial Statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities, (iv) preventing and detecting fraud, (v) adjusting the Financial Statements to correct material misstatements, and (vi) affirming to RubinBrown in a written representation letter that the effects of any uncorrected misstatements aggregated by RubinBrown during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole. You are responsible for the preparation of the supplementary information in conformity with income cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited Financial Statements with any presentation of the supplementary information that includes our report thereon. If the supplementary information is issued separately from the audited Financial Statements that contain our report on supplementary information, you agree to make those audited Financial Statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

As a condition of our engagement, management agrees to sign a written representation letter attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, and you acknowledge and understand your responsibility to include required representations regarding supplementary information in the written representation letter.

You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (1) a description of the cash basis of accounting, including a summary of significant accounting policies and how the cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the Financial Statements to achieve fair presentation.

Timing and Fees

Our fee for the aforementioned services is included in the fee for the audit of the City of Lenexa, Kansas, as dated in the engagement letter dated August 15, 2023. The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

Conflict of Interest

If during the course of our engagement we encounter circumstances we believe may create a conflict of interest or conflict with the ethical standards of our profession or firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement.

Engagement Terms

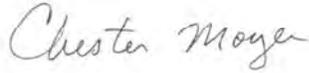
Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms and the Client Agreement are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth in the RubinBrown Engagement Terms and the Client Agreement, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms and the Client Agreement will govern. To the extent any apparent or actual contradiction may exist between this Letter and the RubinBrown Engagement Terms, the Client Agreement will be deemed controlling and shall supersede any such statement contained in this Letter, unless expressly stated otherwise in the provision or portion of this Letter at issue. To the extent any apparent or actual contradiction may exist between the Agreement and the RubinBrown Engagement Terms, the Client Agreement shall be deemed controlling and shall supersede any such statement contained in the RubinBrown Engagement Terms.

Conclusion

We appreciate the opportunity to be of service to you and believe that this Letter and the RubinBrown Engagement Terms, and the Client Agreement set forth the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms and Client Agreement, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms and the Client Agreement.

Sincerely,

RubinBrown LLP



Chester P. Moyer, CPA
Partner
Direct Dial Number: 816-859-7945
Email: chester.moyer@rubinbrown.com

Attachment(s):
Exhibit A - RubinBrown LLP Engagement Terms
Exhibit B - Peer Review

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of City of Lenexa, Kansas Firefighters' Relief Association.

Approved By: _____ Date: _____
Ms. Beccy Yocham

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms, and the Agreement for Professional Auditing Services dated October 2, 2018 as amended (the "Client Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, collectively set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services.
2. **Period Covered.** This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the Letter and these Terms will apply to any such additional work we are asked to perform.
3. **Billing Terms.** Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1½% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.
4. **Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Although RubinBrown will endeavor to be alert to any incorrect or missing data and plans to apply its normal diligence in this regard, except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client, and RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.
5. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

6. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

7. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. Nothing herein shall preclude RubinBrown from disclosing confidential Client information in response to a validly issued and enforceable subpoena or as otherwise required by law, or from disclosing confidential Client information to RubinBrown's attorneys, advisors, insurers, or agents who agree to maintain the confidentiality of such information, with or without notice to Client.

In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party professional service providers to ensure that confidential information of its clients is fully protected from loss or misuse. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party professional service provider.

Subject to the Kansas Open Records Act and except as otherwise specifically provided herein, Client shall at no time disclose any of RubinBrown's work product or other confidential material, including but not limited to internally developed financial models, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's deliverables hereunder defined to be the audited financials and the audit letter, may be used by client as it seems necessary or appropriate. Including but not limited to publishing the same in the client's website or distributed in offering statements. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

8. **Subpoenas for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena from a Third Party seeking production of Client's records or confidential information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and /or its information from production in compliance with the subpoena, it shall be Client's obligation to do so in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena.

9. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

10. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

11. **External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

12. **Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

13. **Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm.
14. **Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.
15. **Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.
16. **Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.
17. **No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement.
18. **Governing Law.** The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to conflicts of laws rules.
19. **Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.
20. **Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.
21. **Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

EXHIBIT A - RubinBrown LLP ENGAGEMENT TERMS

22. Entire Agreement and Modification. The Client Agreement, Letter and Terms supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. These documents may not be modified or amended except by the mutual written agreement of both parties.

23. Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

24. Headings. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.



Report on the Firm's System of Quality Control

September 26, 2022

To the Partners of RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville
Baton Rouge, Louisiana

License and Services Agreement

This License and Services Agreement (including all attachments hereto), (collectively, the “*Agreement*”), is between Asset Health, Inc. (“*Asset Health*”) whose address is 2250 Butterfield Dr., Suite 100, Troy, MI 48084, and City of Lenexa (“*Client*”) whose address is 17101 West 87th St. Pkwy, Lenexa, KS 66219. The terms of this Agreement shall apply to all licenses and services provided by Asset Health under this Agreement (including any amendments and attachments). This Agreement is effective as of the date set forth in the Order Form (the “*Agreement Effective Date*”). Asset Health and Client agree as follows:

1. DEFINITIONS.

1.1 “*Application Software*” means the Asset Health proprietary Application Software listed on an Order Form.

1.2 “*Client Services*” or “*Services*” means any services listed in this Agreement or the Order Form.

1.3 “*Customizations*” means any customizations developed for Client by Asset Health that are listed in Exhibit A and/or on an Order Form.

1.4 “*Licensed User*” means an individual who may access and use the Application Software, as set forth on the attached Order Form. In the event that Client’s use exceeds the number of Licensed Users set forth on the attached Order Form, Client shall pay to Asset Health additional license fees at the rate set forth on the Order Form.

1.5 “*Order Form*” means the form for ordering Software, Maintenance, Customizations and Client Services from Asset Health under this Agreement which shall be executed by an authorized representative of both parties. Additional Order Forms may be added from time to time. The effective date of an Order Form is the date set forth on the applicable Order Form (“*Order Form Effective Date*”).

1.6 “*Software*” means the Application Software, data processed by Asset Health and the Customizations as identified on an Order Form.

2. LICENSE.

2.1 *License for Application Software and Customizations.* Upon payment of applicable license fees as set forth in an Order Form, Asset Health grants to Client a non-exclusive, limited license to use the Application Software and the Customizations listed on the Order Form in the United States, solely for Client’s internal business, in accordance with the terms and conditions set forth herein and in the Order Form.

2.2 Asset Health will make the Software available to Licensed Users through the Internet at a URL to be determined by Client and Asset Health. The Software shall only be accessible to Licensed Users with a username and password. More than one individual may not use the same password and/or login.

2.3 *Disassembly, Reverse Engineering, and Use Restrictions.* Asset Health and/or its licensors shall retain all title, copyright and other proprietary rights in the Application

Software and Customizations; *provided, however*, that Asset Health and/or its licensors shall not acquire any rights in Client’s proprietary information that may be provided by Client and incorporated into any Customization at Client’s request. Client does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement. Client acknowledges that the Software contains trade secrets and Confidential Information of Asset Health and/or its licensors. Client agrees (1) not to permit unauthorized third parties to access or use the Software; (2) not to cause or permit the reverse engineering or disassembly or decompilation or translation into human-readable form of the Software (or any portion thereof); and (3) not to copy any part of the Software or its documentation. Client may not rent, lease, sub-license, lend or transfer such Software.

3. SERVICES.

3.1 Asset Health will provide Customizations and Client Services agreed to by the parties under the terms of this Agreement and in accordance with the terms set forth in the applicable Order Form for such Customizations and Client Services. Client agrees to provide Asset Health with certain assistance or materials in connection with Customizations requested by Client, including, without limitation, photographs, graphics, audio and written content, logos and other assistance and materials reasonably requested by Asset Health. Asset Health will provide Client with Client Services necessary to make Asset Health’s website available to Client’s Licensed Users and reasonable instructional assistance to Client’s training manager or other designated person responsible for administration, access and use by Licensed Users of the Software.

4. SOFTWARE MAINTENANCE AND SUPPORT.

4.1 *Software Maintenance.* Asset Health will work to correct errors in the Software in accordance with Asset Health’s then-current maintenance policies. Asset Health agrees to offer such maintenance free of charge throughout the term of this Agreement. Such maintenance shall also include updates that Asset Health makes available to its Clients generally at no charge. Maintenance shall not, however, include new versions or functionalities of the Software for which Asset Health charges an additional fee to its Clients generally.

4.2 *Support.* Asset Health shall provide the Client Support Services set out in Exhibits A and B.

4.3 *Software Changes and Updates.* Asset Health shall make available or provide updates for the Application Software as required in Asset Health’s reasonable judgment to maintain

the accuracy of the Application Software in light of changes in the applicable law. Asset Health hereby reserves the right to change any aspect of the content of the courses or information forming a part of the Application Software at any time, including any features, functionality, database or other content, *provided, however*, that Asset Health will not suspend or discontinue use of the Application Software during the term of any license granted hereunder except in the event of a breach of this Agreement by Client. Asset Health may also impose certain limitations upon certain features or restrict Client's access to portions of the Software without notice or liability; *provided, however*, that Asset Health shall use its reasonable best efforts to provide written or electronic notice of any changes or updates to the Software within 5 business days prior to such changes or updates taking effect.

5. PAYMENT.

5.1 *Invoicing and Payment.* Unless otherwise stated in an applicable Order Form, Client will be invoiced on the first date of each month for all License, Maintenance and Support Fees due that month. Such fees will be due and payable within 30 days after receipt of said invoices. Implementation, Customization and Annual Base Management fees, if any, shall be due within 30 days after receipt of invoices for said fees. Client agrees to reimburse Asset Health for all reasonable out-of-pocket expenses incurred in performing its obligations hereunder, including, without limitation, approved mailing, marketing, employee communications and travel expenses.

5.2 *Late Payment.* Client's failure to pay any invoice within 10 calendar days of the due date for the applicable invoice shall be a breach of the Agreement and Asset Health shall have the right to discontinue providing services until such unpaid invoices are paid in full.

5.3 *Taxes.* The fees and rates listed in this Agreement do not include taxes. If Asset Health is required to assess or pay taxes on the licenses or services provided hereunder, or on any transactions hereunder, then such taxes shall be billed to and paid by Client. This section shall not apply to taxes based on Asset Health's income.

6. CONFIDENTIALITY.

6.1 *Definition.* "Confidential Information" means all information disclosed by Client or Asset Health relating to the Software, Customizations and any business terms of Asset Health's relationship with Client including but not limited to pricing, functionalities, specifications, responses to requests for information, the terms of this Agreement, and all other information identified in writing by Asset Health as confidential; and in the case of Client, all information relating to Client's employees and consultants (including but not limited to protected health information, as more fully described below), course results, and all other information identified by Client in writing as confidential. For purposes of this Agreement, this

Agreement, its order forms, exhibits, and other attachments, in any form, existing at the time of execution or executed in the future, are not Confidential Information.

6.2 *Obligations of Confidentiality.* Each party to this Agreement agrees to treat as strictly confidential the "Confidential Information" of the other party received under this Agreement. Each party shall use the Confidential Information of the other party only to perform its obligations under this Agreement and will disclose such Confidential Information within its organization only to those of its employees who need to know the Confidential Information in order to perform such party's obligations under this Agreement. Notwithstanding the foregoing, Asset Health may disclose Client's Confidential Information to third parties to the extent necessary to assist Asset Health with performance of its obligations under this Agreement, provided that such third parties are subject to appropriate confidentiality obligations.

6.3 *Information Not Subject to Confidentiality Requirements.* The following information will not be subject to Section 6.2: (a) information that is in the public domain or that enters the public domain through no fault of the party obligated to keep the information confidential (the "Receiving Party"); (b) information independently developed by the Receiving Party, without any use of information disclosed by the other party; (c) information rightfully disclosed to the Receiving Party by a third party without continuing restrictions on its use; (d) information known to the Receiving Party prior to the Agreement Effective Date which was not obtained from the disclosing party to this Agreement; and (e) information that is required to be disclosed by law or judicial order, provided that prior written notice of such required disclosure is furnished to the party owning such Confidential Information as soon as practicable in order to afford such party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability, but only to the least extent required to comply with such law or order.

6.4 *Confidentiality of Health Information.* Asset Health acknowledges that by reason of the nature of the services to be provided, Asset Health and its personnel may become acquainted with Protected Health Information ("PHI") of Client's employees and all such data will be held in strict confidence. No private health information will be given to Client except in the form of aggregate data. Except as required by legal process or permitted under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules (hereinafter defined), PHI shall not be disclosed to unauthorized third parties by Asset Health. Asset Health agrees that it will use such information provided by Client solely in providing the Services and will not disclose, divulge, discuss, disseminate, copy or otherwise use or cause to be used any of Client's information, including but not limited to employee PHI, except as required in performing the Services or as required by legal process or permitted under the HIPAA Privacy and Security Rules (hereinafter defined). In the course of providing Services, Client recognizes that Asset Health may provide information to third parties, with whom Asset Health

has contracts to provide services under this Agreement and that the disclosure of such information to such third parties shall not constitute a breach of this Section 6; provided, however, Asset Health shall protect PHI in accordance with the provisions of law, including but not limited to, HIPAA.

7. REPRESENTATIONS; REMEDIES; INDEMNIFICATION AND LIMITATIONS

7.1 *Representations & Warranties.* Asset Health represents and warrants to Client that:

(a) All Customizations and Client Service performed under this Agreement shall be performed in a workmanlike manner in accordance with industry standards.

(b) The Software shall typically be accessible to Licensed Users through the Internet at a URL to be determined by Client and Asset Health at all times during the term of this Agreement except for scheduled or emergency maintenance periods, required repairs and loss or interruption of services due to causes beyond the control of Asset Health or which are not reasonably foreseeable by Asset Health, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. Asset Health shall provide Client reasonable advance notice of all scheduled maintenance periods. Asset Health will use due diligence and commercially reasonable best efforts in determining the source of and in fixing or repairing unscheduled interruptions to the availability of the Software to Licensed Users.

7.2 *Warranty Limitation.* The warranties set forth in this Agreement will not apply if (i) the Software is used other than in accordance with Asset Health's instructions; (ii) the Software is altered, modified or converted by Client or any third party; (iii) the operation of the Software is affected by a malfunction in any of Client's hardware, services or software not provided by Asset Health; (iv) any other cause within the control of Client results in the Software becoming inoperative; or (v) Client materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days of the date of notice of such breach. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ABOVE, THE CLIENT SERVICES AND ALL SOFTWARE ARE PROVIDED "AS IS," AND WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

Asset Health's cumulative liability to Client for any and all proven, direct and foreseeable damages related to the Software, the services provided or to be provided hereunder, or otherwise arising out of this Agreement shall not exceed the total amount of license fees paid by Client to Asset Health under this Agreement for the Software causing the damages.

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, ASSET HEALTH WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT ASSET HEALTH WAS NOTIFIED OF THE POSSIBILITY OF THE SAME, ARISING OUT OF THIS AGREEMENT. Client acknowledges that the exclusion and limitation of remedies provided under this Agreement are neither unreasonable nor unconscionable and if Asset Health's and/or its licensors' liability had not been so limited, the fees charged to Client hereunder would have been substantially higher.

The above limitations will not apply to damages resulting from a breach of the Business Associate Agreement attached hereto as Exhibit B.

9. TERM AND TERMINATION

9.1 *Term.* This Agreement will commence on the Effective Date and will remain in effect for the period specified in an Order Form or until terminated as set forth below:

(a) *Termination for Cause.* Either party will have the right to terminate this Agreement if the other party breaches any material provision of this Agreement and fails to make substantial progress to cure such breach within thirty (30) calendar days after receipt of written notice of the breach from the non-breaching party.

(b) *Termination for Convenience.* Following the first 12 months of this Agreement, Client shall have the ability to terminate this Agreement for any or no reason by providing Asset Health a minimum of 120 days prior written notice.

(c) *Effect of Termination.* Upon Client's termination of this Agreement for cause, Client will be responsible for and will pay Asset Health for all license and Client Services fees and expenses incurred up to the effective date of such termination, as set forth on any Order Form. Upon Asset Health's termination of this Agreement for cause, the license to use the Software as set forth in Section 2 of this Agreement will immediately terminate and Client will be responsible for and will pay Asset Health for all license and Client Services fees and expenses incurred up to the effective date of such termination, as set forth on any Order Form. Upon termination by Asset Health, Client shall immediately return all copies of the Software to Asset Health. Upon termination of this Agreement, and at no cost to Client, Asset Health will deliver Client's biometric data to a selected third party in a format to be agreed upon between Asset Health and that third party.

10. MISCELLANEOUS

10.1 *Notices.* All notices given hereunder shall be proper if delivered by any of the following methods: (a) by hand delivery, (b) by certified U.S. mail, return receipt requested,

postage prepaid, (c) by overnight courier, or (d) by confirmed electronic mail (“E-mail”), in each case directed to the persons and at the addresses listed below, which persons or address may be changed by written notification. All notices shall be deemed received as follows: (a) if hand-delivered, on the date of delivery, (b) if mailed, on the date of receipt appearing on the return receipt card, (c) if sent by overnight courier, on the date receipt is confirmed by such courier service, or (d) if sent by E-mail, twenty-four (24) hours after the message was sent, *provided* that any notice relating to a default or claim of default under this Agreement that is sent by E-mail, must also be sent by one of the other methods described above.

All notices for Asset Health shall be addressed and delivered to:

Asset Health, Inc.
c/o John Wilson, General Counsel
2250 Butterfield Dr., Ste. 100
Troy, MI 48084
248-822-7441 (phone)
248-816-3326 (fax)
Email: jwilson@assethealth.com

If to Client, all notices shall be addressed and delivered to:

City of Lenexa
c/o Kristin Crow
17101 W 87th St Pkwy
Phone 913-477-7578
Email kcrow@lenexa.com

10.2 *Entire Agreement* Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, together with all Order Forms and amendments hereto, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter of this Agreement and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. To the extent there is any conflict or inconsistency between the terms of the body of this Agreement and those of an Order Form, the terms of the Order Form shall control. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

10.3 *No Waiver*. No delay or failure by either party to exercise any right hereunder shall constitute a waiver of such right or of any other rights hereunder.

10.4 *Force Majeure*. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations are delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party over whom the party invoking this clause exercises no control (contractually or otherwise), including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable

control (“*Force Majeure*”), provided that the party invoking this clause gives the other party prompt written notice thereof when such event of Force Majeure becomes known to it. Notwithstanding anything to the contrary set forth herein, neither party’s failure or inability to perform shall be excused to the extent caused by the nonperforming party’s independent acts or omission.

10.5 *Relationship of the Parties*. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture between the parties hereto. Asset Health is acting as an independent contractor and not as an employee or agent of Client.

10.6 *Survival of Rights and Obligations*. The rights and obligations of the parties contained in Sections 2.3, 6, 8 and 9 will survive any termination of this Agreement.

10.7 *Compliance with Laws*. To its best knowledge, each party is currently in compliance with and shall continue throughout the term of this Agreement to comply with any laws and regulations material to its business, including but not limited to HIPAA, HITECH, and the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq. (“ERISA”). For any business for a self-insured Sponsor which is subject to the provisions of the ERISA, Client shall ensure that its activities in regard to those Plans are in compliance with ERISA. Each party shall be responsible for interfacing with regulatory authorities on matters relating to compliance with laws or regulations which are directly applicable to its business, including matters related to licenses necessary for each party to operate its business, though each party shall cooperate with the other in resolving any regulatory matters relating to this Agreement. Each party to this Agreement shall notify all other parties to this Agreement upon becoming aware of any change in law or regulation applicable to Client, an Administrator or Sponsor that is likely to impact the provision of services in connection with this Agreement. Client acknowledges and agrees that Asset Health does not act as a fiduciary of a Plan for purposes of ERISA by providing any of the Services, or any other cost-containment function, described in this Agreement.

10.8 *Severability*. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible in accordance with their terms.

10.9 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

10.10 *Allocation of Risk*. The parties acknowledge and agree that Asset Health’s prices and terms of Agreement are in reliance upon the limitations of liability specified herein, which allocate the risk between Asset Health and Client.

10.11 *No Legal or Health Advice.* Asset Health is in the business of providing computer-based training. Asset Health does not, and is not in the business of, providing legal, financial or medical services or advice. Moreover, Client acknowledges that it has been advised to consult with its legal and/or medical counsels, including, without limitation, with respect to matters involving employment law and personnel policies and practices prior to use of the Software, and that Asset Health shall have no liability, express or implied, related to the content in the Software.

AGREED TO BY CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

10.12 *Wellness Communications.* Client agrees to send all communications regarding the Application Software or Client Services listed in all applicable Order Forms to Asset Health for approval prior to distribution. Client acknowledges that its failure to obtain Asset Health's approval of said communication pieces could negatively impact Asset Health's Customer Support and Account Management response times and will void any services levels agreed to between Asset Health and Client surrounding these response times.

AGREED TO BY ASSET HEALTH:

By: _____

Name: John Wilson

Title: General Counsel

Date: _____

ORDER FORM No. 1 for City of Lenexa

This order form, effective as of the last signature date set forth below (the “*Order Form Effective Date*”) is an addendum to, and constitutes a part of, the License and Services Agreement between Asset Health and Client dated _____, 2023. By this Order Form, Client purchases the following:

LICENSE, MAINTENANCE, AND SUPPORT FEES

Client Service &/or Application Software Title with brief description	Approximate Number of Eligible Employees*	License, Maintenance and Support Fees Per Employee Per Month (PEPM)	Total Monthly License, Maintenance and Support Fees*	Implementation Management Fee
<p>Employee Web Portal – Includes computer, tablet and smart phone portal access, core resources (employee alerts; health news; employer resources; condition summary articles; interactive tools; monthly newsletter) and access to selected Asset Health resources.</p> <p>Health Assessment– Includes employee access to Asset Health’s proprietary online and mobile health assessment, together with Personal Risk Report, Executive Summary Report, and when multiple years of data are available, a Comparative Trend Report.</p> <p>Integrated Biometric Dashboard and Countdown Clock – Includes biometric inputs, and prior years’ data, if available (additional fees may apply).</p> <p>Interactive/Multimedia Online Courses – Up to Ten (10) Knowledge Management courses, customized packaging; the Asset Health adaptive testing application and reporting system; inclusive of the i-Knowledge functionality.</p> <p>Wellness Tracking and Challenges – The comprehensive wellness tracking and goal setting platform, including the incentive tracking system and up to three (3) non-customized challenges annually.</p> <p>Wellness Communications – Wellness Communication design services and participant email/text reminder system.</p> <p>Message Board and Sharing Center – Secure social capabilities within the wellness portal.</p> <p>Incentive Management – Coordination of all Client files for incentive tracking.</p> <p>Reporting and Data Analytics – Client will receive a comprehensive reporting package.</p> <p>Vendor Integration – Coordination with Client to integrate other vendors into the program as desired. (additional fees may apply)</p> <p>Customer Service – Email and Telephonic based support (8am-8pm Eastern) for end users</p> <p>Client Support – Assigned account service team and account service manager to Client.</p>	418	\$6.40 PEPM	\$2,675.20 Minimum of \$2,650.00 per month	N/A
Customizations – See Exhibit A for additional Customized Services	TBD	TBD	N/A	N/A
Physician Reporting/Clinical Inputs Form (via email, fax, or portal upload)	TBD	\$5.00	TBD	N/A

* These numbers represent the current number of Client’s employees as of the date of this Agreement. On or about the 1st of each month, Client will provide Asset Health with a data file reflecting the actual number of Client’s employees as of that date (the “Data File”). Client’s Total Monthly License, Maintenance and Support Fees will be determined by multiplying the number of employees contained in the Data File by the Monthly License, Maintenance and Support Fee. Thus, the amount Client will be charged monthly will vary based upon the actual number of employees and may be more or less than the numbers indicated in the table above. The foregoing notwithstanding, in the event that the actual number of employees in a Data File results in the monthly License, Maintenance and Support fees to fall below the minimum fee stated above, Asset Health will invoice Client the minimum fee.

ADDITIONAL TERMS

1. Product Availability. Client acknowledges that several steps must occur following the execution of this Order Form to prepare the Application Software for Client’s use. The Parties estimate that these steps will be completed, and that the Application Software will be available for use by Client employees on or about January 1, 2024. (the “Product Launch Date”); however, the ability to meet this Product Launch Date depends upon the timely actions of both Client and Asset Health. Both Parties agree to use their best efforts to achieve this Product Launch Date or, if they are unable to do so, to modify this Agreement to reflect a new date as close in time as possible to the Product Launch Date. Any change to this Product Launch Date must be agreed to by both Client and Asset Health in writing. Billing of the Monthly License, Maintenance and Support Fees will commence on the Product Launch Date.
2. Term. This Agreement shall commence on the Order Form Effective Date and shall continue for a period of three (3) years following the Product Launch Date (“Full Agreement Term”). This Agreement will automatically renew for additional one-year periods unless one party gives the other party ninety (90) days prior written notice of its intent to terminate this Agreement prior to the end of the applicable term.
3. Licensed Users. The total number of user identification numbers and passwords to be issued to Licensee will be based upon the actual number of employees contained in the Data File, as provided above.
4. Changes in Fees and Rates. Asset Health reserves the right to modify said fees and rates if this Agreement and Order Form have not been executed by Client by December 31, 2023.
5. Project Contacts.
Send Invoice To:
City of Lenexa
Kristin Crow
17101 W 87th St Pkwy
Email kcrow@lenexa.com
Phone 913-477-7578

Client Project Manager: Kristin Crow
Email kcrow@lenexa.com
Phone: 913-477-7578
6. Miscellaneous. Any printed and mailed communications will be quoted and billed to Client on an as needed basis. Design and development of standard Asset Health communication material is included in the above quoted fees. Any pre-approved travel expenses will be billed to Client. Customization beyond the standard allowable customization will be billed at an hourly rate of \$150/hour.

The parties have caused this Order Form No. 1 to be executed by their duly authorized representatives as of the date last signed below.

CLIENT

ASSET HEALTH, INC.

By: _____

By: _____

Name: _____

Name: John Wilson

Title: _____

Title: General Counsel

Date: _____

Date: _____

EXHIBIT A

Client Setup, Delivery, and Client Support Services Specification

Customizations: If at any time during the term of the Agreement Client wishes to add any Optional Service listed below, Asset Health shall invoice Client for the cost listed for that service in accordance with Section 5 of this Agreement.

Optional Services:

Single Sign On (SSO)

- First two SSO implementations are waived. For each SSO after \$3,000 per SSO set up – for SSO connection to or from Asset Health from Client or Client's vendor.

Historic Biometric Import

- \$1,500 fee to receive import of historic biometric data – WAIVED

Lifestyle Management Coaching

- \$130 per participant per year

Path to Wellness Coaching

- \$200 per participant per year – coach supported
- \$60 per participant per year – self directed

Tobacco-Free Me Coaching or Healthy Pregnancy Coaching

- \$300 per participant per year
- \$60 per participant per year – self directed

Wellness Webinars & Lunch & Learns

- \$150 per live webinar delivered remotely via web meeting (ex. via Teams)
- \$500 per in-person Lunch & Learn – Pre-approved travel is passed through as incurred – includes up to four (4) hours onsite

ROI² Impact Reporting

- \$5,000 per report

Biometric Screenings Services*

1. \$49.00 per participant for fasted fingerstick Premium Panel and \$53.00 per participant for Premium Panel fasting venipuncture which includes (Total Cholesterol, HDL Cholesterol, LDL Cholesterol, Triglycerides, Glucose, Height, Weight, Blood Pressure, Waist Circumference - minimum of 25 participants per location per event. Actual minimums will be based on projected participation committed to by Client 10-business days in advance of each event.
2. \$58.00 per LabCorp Voucher screening panel (Total Cholesterol, HDL Cholesterol, Glucose, Height, Weight, Blood Pressure, Waist Circumference)
3. Dedicated Event Lead - \$200.00 per event (per client request only)
4. Optional - PSA - \$17.00 per participant
5. Optional - HbA1c - \$9.00 per participant
6. Optional – Cotinine Test - \$14 per participant
7. Optional - Check in Staff (day of event): per request

With this service, eHealthScreenings will staff events with a day of event check-in staff member. Responsibilities include:

1. Participant check-in
2. ID verification
3. Applicable paperwork distribution
4. Assistance event flow management.

As a standard the check-in table is manned by a representative of the screened company but can be provided as an add-on service when requested. Per event: \$200.00 (per client request only)

** Biometric Screenings are provided in partnership with eHealthScreenings (EHS), an Asset Health partner.

Biometric Screening Services – Additional Conditions:

1. If extensive travel is required (more than 40 miles roundtrip from one of the EHS affiliated office locations or technicians), a .50/mile travel fee will be added per technician.
2. If extensive travel or scheduling needs warrant hotel stays - hotels will be booked with 2 technicians to a room, \$130 maximum per night guidelines when gender permits.
3. Booked Screenings on weekends, holidays, and between the hours of 8pm and 7am (including set up and break down), will have an additional \$25 per hour, per tech fee associated with them.
4. Client must provide at least 6 weeks' notice prior to a Booked Screening. Booked Screenings with less than 6 weeks advanced notice will be considered on a case-by-case basis and will depend on staff availability.
5. Each on-site Booked Screening must include a screening minimum of 25 employees. An event with longer than a 1 hour break in between screenings will be considered a Booked Screening (several Booked Screenings can happen in one day – one at 6am with 57 employees, another on the same day at 11pm with 35 employees). Events scheduled with less than 25 participants can be accommodated with the caveat of a \$325.00 small site fee.
6. A minimum number of employee participants must be established for each location. It is that number that EHS will use to establish the number of staff required for a Booked Screening as well as how many supplies to order for each Booked Screening. EHS will plan for that minimum number, plus an additional 10%. So, if a minimum of 200 employees is agreed upon, EHS will have enough supplies and staff available to screen up to 220 employees. Client will be financially responsible for the minimum number established – and the standard per person charges for actual usage for anything over the established minimum. Client will have ten (10) days prior to each event to adjust event minimums. Client will be financially responsible for committed minimums inside the stated ten (10) day window.
7. For fingerstick screening events in the state of Nevada, each booked fingerstick specific screening is subject to additional state specific compliance fees to include \$300 permit fee per location, per project and \$80.00 per hour per event for state health department lab supervision event oversight and a state department per diem of \$50.00 per event plus milage reimbursement when applicable.

Flu Shot Services (Optional)

Flu shot services are provided in partnership through Total Wellness, an Asset Health partner.

1. Client has asked and Asset Health has agreed to provide Flu shots to Client's employees in accordance with the following terms:
 - Preservative-Free Quad Vaccine - \$39 per participant (Minimum 30 participants per event)
 - \$39.00 per dose + \$100.00 small event fee (small group less than 30 – minimum of 20)
 - Quadrivalent Thimerosal Free Influenza Vaccination: Covers 4 strains of influenza (2-A strains and 2-B strains) Preservative free for pregnant or breastfeeding mothers or those with a mercury allergy
 - Flu clinics generally have a minimum of 30 ordered and paid doses. If there are not 30 ordered and paid doses for a flu clinic, then there must be a minimum of 20 ordered and paid doses and a \$100 admin fee will be added. No flu clinic will be scheduled if there are fewer than 20 doses ordered. Client will be billed for all doses ordered.
 - Supplier will provide immunization administration services for a minimum of 2 hours, all supplies, and shipping to the clinic location. The nurse to dose ratio is 20-25 doses per hour, per nurse. If Client requests additional nurse(s) or requests nurse(s) to remain longer than the allotted hour(s) to administer the estimated doses, Client agrees to be billed for any additional nurse time at \$90 per hour, per nurse.
 - Cancellation fees are as outlined:
 - 15-30 days = \$75.00 fee
 - 5-14 days = 50% of the event fee
 - Less than 5 days = 100% of the event fee
 - Rescheduling fees are as outlined: **Rescheduling due to COVID is allowed for no fee if notice is provided 3+ days in advance of a scheduled event**
 - 3-10 days = \$150.00 fee
 - Less than 3 days = \$250.00 fee
 - Additional staffing hours for onsite flu shots beyond what would normally be needed to screen the number of expected participants will be charged on a pass-through basis based on the fees listed below
 - Travel-related costs may also be incurred for the additional staffing hours beyond what would normally be needed to screen the expected participants, which if incurred will be charged on a pass-through basis
 - Flu Shot Vouchers – Includes FluCelVax - \$42.00 per voucher – Minimum of 10 vouchers – billed as a deposit.

Client will be billed 80% ordered doses or actual administered doses, whichever is greater, upon completion of a clinic, subject to any additional charges as set forth in this Agreement. (Excludes Special Order Products)

SPECIAL ORDER PRODUCTS AND SERVICES (OPTIONAL)

Product

High Dose Influenza Vaccination* (for participants over the age of 65)

Pricing

\$93.00 per dose (requires 45-day pre-booking – Minimum 10 shots)

Privacy Screen Set Screen (set is in an “L” shape. One set per nurse)

\$15/screen

Additional registration staff

\$65 per hour

Additional nursing hours

\$85 per hour

Change Fee – Increases in the committed volume made less than 7 days prior to the event or after supplies have shipped (if after 7-day cutoff)

\$150 change fee

Flu Shot Order and Hours Provided

- Events with orders of 100 or more can be broken into 2 nurses and the hours split in half. Example 100 shots with 2 nurses would be a 2.5-hour event.
- Events with orders less than 100 can only be a single nurse event unless requested to add a nurse for additional nurse time.
- Events that are greater than 5 hours will have an unpaid break for the nurse.

Number of Flu shots	Numbers of Hours allocated
20	1 hour
25	1 hour 15 minutes
30	1 hour 30 minutes
35	1 hour 45 minutes
40	2 hours
45	2 hours 15 minutes
50	2 hours 30 minutes
55	2 hours 45 minutes
60	3 hours
65	3 hours 15 minutes
70	3 hours 30 minutes
75	3 hours 45 minutes
80	4 hours
85	4 hours 15 minutes
90	4 hours 30 minutes
95	4 hours 45 minutes
100	5 hours
105	5 hours 15 minutes
110	5 hours 30 minutes
115	5 hours 45 minutes
120	6 hours
125	6 hours 15 minutes
130	6 hours 30 minutes
135	6 hours 45 minutes

140	7 hours
145	7 hours 15 minutes
150	7 hours 30 minutes
155	7 hours 45 minutes
160	8 hours
165	8 hours 15 minutes
170	8 hours 30 minutes
175	8 hours 45 minutes
180	9 hours
185	9 hours 15 minutes
190	9 hours 30 minutes
195	9 hours 45 minutes
200	10 hours
205	10 hours 15 minutes
210	10 hours 30 minutes
215	10 hours 45 minutes
220	11 hours

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is entered into by and between City of Lenexa, (the "Plan") and Asset Health, Inc. ("Business Associate") (together referred to as the "Parties") effective _____, 2023.

WHEREAS, the Plan is a group health plan as defined in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "Privacy Regulations") and Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (the "Security Regulations") (together, the "Privacy and Security Regulations") adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate and the Plan entered into an agreement ("Underlying Agreement") whereby Business Associate will perform services on behalf of the Plan; and

WHEREAS, the Parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information ("PHI") by Business Associate in performance of its obligations in compliance with (1) the Privacy and Security Regulations; and (2) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Public Law 111-005 (42 U.S.C.A. Section 17921 et seq., subchapter III, Privacy) and regulations promulgated there under by the U.S. Department of Health and Human Services ("DHHS") (together referred to as "HITECH").

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Definitions. Capitalized terms shall have the meanings given to them in the Privacy and Security Regulations and HITECH, which are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. The Plan and Business Associate hereby agree to comply with the privacy and security requirements of HIPAA, as set forth in the Privacy and Security Regulations and HITECH. Business Associate shall use and/or disclose PHI only to the extent necessary in furtherance of Business Associate's obligations and duties under the Underlying Agreement with the Plan and as authorized or permitted by the Privacy and Security Regulations and HITECH. Business Associate shall disclose PHI to other business associates of the Plan to the extent necessary for purposes of the Plan's Payment and Health Care Operations, provided such other business associates have business associate agreements in place with the Plan as required by the Privacy Regulations (and a copy of the applicable provisions of such other business associate agreements will be provided to Business Associate upon request). Business Associate shall disclose PHI to the Plan Sponsor to the extent necessary for the Plan Sponsor's administration activities that constitute Payment or Health Care Operations, provided the Plan document has been amended as required by the Privacy Regulations (and a copy of the applicable provisions of the Plan document will be provided to Business Associate upon request). Business Associate may disclose Summary Health Information to the Plan Sponsor for the purpose of (a) obtaining bids for health or stop loss insurance for the Plan, or (b) modifying, amending or terminating the Plan.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of the Plan, except as permitted or required by the Underlying Agreement, this BAA, the Privacy and Security Regulations, HITECH and as required by law or as otherwise authorized in writing by the Plan. Business Associate shall comply with the applicable provisions of: (a) the Privacy Regulations; (b) HITECH (including 42 U.S.C.A. sections 17931 and 17934); (c) state laws, rules and regulations applicable to individually-identifiable health information not preempted by federal law; and (d) the Plan's health information privacy policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates for or receives from the Plan, in its capacity as a Business Associate, to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities but only if:
 - (a) The disclosure is required by law; or

- (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
- (ii) Notify Business Associate (who shall in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached as soon as possible.
5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to the Plan's Health Care Operations.
6. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI relating to the Plan.
7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures consistent with and in compliance with the Security Regulations and HITECH to preserve the integrity, confidentiality and availability of all electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan. Business Associate shall document and keep these security measures current in accordance with the Security Regulations and HITECH (including 42 U.S.C.A. section 17931).
8. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of the Plan, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of the Privacy and Security Regulations.
9. Subcontractors and Agents. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI on behalf of the Plan to agree to written contractual provisions that impose at least the same obligations, restrictions, conditions and requirements to protect such PHI as are imposed on Business Associate by this BAA, the Privacy and Security Regulations and HITECH.
10. Access to PHI. Business Associate shall provide access, at the request of the Plan, to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual to meet the requirements under Title 45, Section 164.524 of the CFR or applicable state law and to meet the electronic transmission requirements for access to Electronic Health Records by Individuals in accordance with HITECH, including 42 U.S.C.A. section 17935(e). Business Associate shall provide access in the time and manner set forth in the Plan's health information privacy policies and procedures.
11. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to Title 45, Section 164.526 of the CFR at the request of the Plan or an Individual in the time and manner set forth in the Plan's health information privacy policies and procedures.
12. Accounting for Disclosures of PHI.
- (a) Business Associate shall document all disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR, including PHI in Electronic Health Records in accordance with HITECH.
- (b) Business Associate agrees to provide the Plan, in the time and manner set forth in the Plan's health information privacy policies and procedures, information collected in accordance with Section 12(a) above, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR and HITECH, including 42 U.S.C.A. section 17935(c) with respect to Electronic Health Records. To the extent a request for an accounting relates to disclosures of PHI in Electronic Health Records by Business Associate, at the Plan's election, the Plan can provide an Individual who requests such accounting with Business Associate's contact information, and Business Associate shall provide the accounting directly to the Individual upon request by the Individual.
13. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of the Plan available to the Plan and to DHHS or its designee for the purpose of determining the Plan's compliance with the Privacy Regulations and HITECH.

14. Reporting. As described below, Business Associate shall report to the Plan in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this BAA, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932. For purposes of this BAA, the term Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Plan.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Plan's Privacy Official (or to the Plan's Security Official in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (i) identify the nature of the unauthorized use or disclosure or Security Incident; (ii) identify the PHI affected; (iii) identify who made the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (iv) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure or Security Incident; (v) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (vi) provide such other information, including a written report, as reasonably requested by the Plan's Privacy Official or Security Official. Any Security Incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(b) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Plan's Privacy Official of any Breach of Unsecured PHI within three business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Plan shall identify or describe: (i) the affected Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (ii) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) the types of Unsecured PHI involved in the Breach; (v) any specific steps the Individual should take to protect him or herself from potential harm related to the Breach; (vi) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (vii) contact procedures for how the Individual can obtain further information from the Business Associate; and (viii) such other information, including the risk assessment analysis prepared by the Business Associate, as reasonably requested by the Plan's Privacy Official. The Privacy Officer who is to receive this notification is:

Name: James Bowers

Title: Human Resources Director

Email: jbowers@lenexa.com

Phone: 913-477-7571

15. Sale of PHI. Business Associate shall not receive direct or indirect payment in exchange for any PHI relating to the Plan or its Individuals, including Electronic Health Records, unless Business Associate receives authorization by all affected Individuals, except as permitted under HITECH including 42 U.S.C.A. section 17935(d).

16. Marketing. Business Associate shall not receive direct or indirect payment for marketing communications which include PHI relating to the Plan or its Individuals without authorization from the affected Individuals unless such communication is permitted under the Privacy Regulations and HITECH, including 42 U.S.C.A. section 17936.

17. Restrictions on Uses, Disclosures and Requests.

(a) Business Associate will limit all uses, disclosures and requests of PHI, including electronic PHI, to the Limited Data Set to the extent possible or, if that is not sufficient, then to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, as required by the Privacy Regulations and HITECH (including 42 U.S.C.A. 17935(b)).

(b) Upon the request of an Individual, Business Associate will not disclose such Individual's PHI for purposes of Payment or Health Care Operations if the Individual paid in full out of pocket for the health care item or service to which the PHI relates, in accordance with HITECH (including 42 U.S.C.A. section 17935(a)).

(c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan, except for the specific uses and disclosures allowed in paragraph 2, above.

18. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

19. Term. The Term of this BAA shall be effective on the date first written above, and shall terminate on the date the underlying Services Agreement between Business Associate and the Plan concludes or on the date the Plan terminates for cause as authorized in paragraph 20, below, whichever is sooner.

20. Termination for Cause. As required by the Privacy Regulations and section 42 U.S.C.A. 17934, if the Plan or Business Associate ("Non-Breaching Party") becomes aware that the other entity to this BAA has engaged in a material breach ("Breaching Party"), then the Non-Breaching Party shall:

(a) Provide an opportunity for the Breaching Party to cure the breach or end the violation and terminate this BAA and the Underlying Agreement if the Breaching Party does not cure the breach or end the violation within the time specified by the Non-Breaching Party.

(b) Immediately terminate this BAA and the Underlying Agreement if cure is not possible.

21. Return, Destruction or Retention of Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:

(a) Business Associate may retain PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities for up to twelve (12) months following the termination of the BAA, at which point all PHI will be fully de-identified and used only for data aggregation purposes.

(b) Return to the Plan or, if agreed to by the Plan, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Paragraph 20, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Paragraph 2, above, which applied prior to termination.

(e) Return to the Plan or, if agreed to by the Plan, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Requests for return of PHI must be made within 60 days of termination of this BAA. Business Associate may begin de-identification and destruction of PHI as soon as 90 days from termination of this BAA.

22. Obligations of Plan.

(a) The Plan shall provide Business Associate a copy of the Plan's Notice of Privacy Practices.

(b) The Plan shall notify Business Associate of any restriction to the use or disclosure of PHI that the Plan has agreed to (and any revocation of such a restriction), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(c) The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations or HITECH if done by the Plan, except as permitted in Sections 4 and 5 above.

23. Automatic Amendment. Upon the effective date of any amendment to the Privacy and Security Regulations or HITECH and any applicable regulations there under with respect to PHI, the BAA shall automatically be deemed to be amended to incorporate such amendment to the Privacy and Security Regulations and HITECH and applicable regulations so that Business Associate and the Plan remain in compliance with the Privacy and Security Regulations and HITECH and applicable regulations.

24. Hold Harmless. Business Associate shall indemnify and hold the Plan and its employees, directors and trustees harmless from all liabilities, penalties, taxes, costs, expenses or damages of any sort resulting from or attributable to Business Associate's breach of this BAA.

25. Counterparts. This BAA may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf, effective as of the date last signed below.

CLIENT

Asset Health, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE INCORPORATING BY REFERENCE THE ~~2021~~2023 STANDARD TRAFFIC ORDINANCE, AND REPEALING THE EXISTING CODE SECTION 3-8-A-1.

WHEREAS, the Standard Traffic Ordinance is published annually by the League of Kansas Municipalities and is designed to provide a comprehensive traffic code for Kansas cities; and

WHEREAS, the City of Lenexa desires to incorporate by reference the ~~2021~~2023 edition of the Standard Traffic Ordinance, along with specific changes and additions previously adopted by the City.

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

Section 1: Section 3-8-A-1 is hereby amended to read as follows:

3-8-A-1 STANDARD TRAFFIC ORDINANCE INCORPORATED.

A. There is hereby incorporated by reference for the purpose of regulating traffic upon highways of the City that certain standard traffic ordinance known as the *Standard Traffic Ordinance for Kansas Cities, Edition of ~~2021~~2023* (STO ~~2021~~2023), prepared and published in book form by the League of Kansas Municipalities, 300 S.W. 8th Street, Topeka, Kansas 66603, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified, or changed. No less than one (1) copy of the STO ~~2021~~2023 shall be marked or stamped "official copy" as adopted by Ordinance _____ with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with the enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of the STO ~~2021~~2023 as may be deemed expedient.

B. Section 1 of the STO ~~2021~~2023 is hereby changed to read as follows:

Section 1: Definitions. The definition for "Electric-Assisted Bicycle" and "Motorized Skateboard" of the STO ~~2021~~2023 are hereby changed and a new definition of "Micromobility Network Company" is added to read as follows: (It is expressly noted that only the definition of "Electric-Assisted Bicycle" and "Motorized Skateboard" are amended and a new definition of "Micromobility Network Company" is added. All other definitions contained in Section 1 of the STO ~~2021~~2023, remain unchanged.)

Electric-Assisted Bicycle. A bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor that provides assistance

only when the rider is pedaling. The electric-assisted bicycle's electric motor must have a power output of no more than 750 watts, be incapable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.

Micromobility Network Company: A corporation, partnership, sole proprietorship, or other entity or individual operating in Kansas that uses a digital network to connect micromobility device users to electric-assisted bicycles, electric-assisted scooters, motorized skateboards, and similar devices, for transportation.

Motorized Skateboard: Any wheeled device powered by a gas or electric motor that has a skateboard-type deck and which may have handlebars, and either is designed to be stood upon by the operator, or one with a seat mounted on the deck designed to be sat upon by the operator, (also commonly referred to as a motorized scooter) but shall not include an electric-assisted scooter as defined herein. Motorized skateboards shall be considered skateboards for purposes of trespassing on private property which have been posted with signs prohibiting skateboards or skateboarding.

C. Section 2 of the *STO 20212023*, is hereby changed to read as follows:

Section 2: Provisions of Ordinance Refer to Vehicles Upon the Streets and Highways; Exceptions. The provisions of this ordinance relating to the operation of vehicles refer exclusively to the operation of vehicles upon streets and highways within this City except:

- (a) Where a different place is specifically referred to in a given section.
- (b) The provisions of Sections 23, 25, 26, 28, 29, 30.2, 30.3, 31, 37, 81, and 82, 85e, 87, 104, 111, 117, 182.1 and 200 of this ordinance; Sections 3-8-A-14, 3-8-A-15, and 3-8-A-16 of the Lenexa City Code; and the provisions of Article 10 of Chapter 8 of the Kansas Statutes Annotated, and any acts amendatory thereof, shall apply upon streets and highways and elsewhere throughout the City.

D. Section 13.1 of the *STO 20212023* is hereby changed to read as follows:

Section 13.1: Traffic Control Signal Preemption Devices.

- (a) Except as provided in subsection (c), it shall be unlawful for any person to possess a traffic control signal preemption device.
- (b) A person convicted of violating subsection (a) shall be guilty of a Code violation and subject to a fine of not more than \$1,000 or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

- (c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency vehicles, in the course of such person's emergency duties:
 - (1) Publicly owned fire department vehicles;
 - (2) Publicly owned police vehicles;
 - (3) Publicly owned public works or municipal services department vehicles; or
 - (4) Motor vehicles operated by ambulance services permitted by the emergency medical services board.

E. Section 30 of the *STO 20212023* is hereby deleted.

F. Section 30.1 of the *STO 20212023* is hereby deleted.

G. Section 30.2.1 of the *STO 20212023* is hereby deleted.

H. Section 33 of the *STO 20212023* is hereby deleted.

I. Section 46 of the *STO 20212023* is hereby changed to read as follows:

Section 46: Driving on Roadways Laned for Traffic. Whenever any roadway has been divided into two or more clearly marked lanes for traffic the following rules in addition to all others consistent herewith shall apply:

- (a) A vehicle shall be driven entirely within a single lane and shall not be moved from such lane until the driver has first complied with the requirements of Section 54.
- (b) Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be driven in the center lane except when overtaking and passing another vehicle traveling in the same direction when such center lane is clear of traffic within a safe distance, or in preparation for making a left turn or where such center lane is at the time allocated exclusively to traffic moving in the same direction that the vehicle is proceeding and such allocation is designated by official traffic-control devices.
- (c) Official traffic-control devices may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of

the roadway and drivers of vehicles shall obey the directions of every such device.

- (d) Official traffic-control devices may be installed prohibiting the changing of lanes on sections of roadway and drivers of vehicles shall obey the direction of every such device.

J. Section 109.1 of the *STO ~~2021~~2023* is hereby changed to read as follows:

Section 109.1: Motorized Skateboards.

- (a) It shall be unlawful for any person to operate a motorized skateboard on any street, road or highway in this City.
- (b) Motorized skateboards that have an electric motor and are either designed to be and are actually stood upon by the operator, or are designed to be and are actually sat upon by the operator with a minimum seat height of 24 inches as measured from the ground to the top of the seat at the time they are operated, may be operated upon a sidewalk or paved recreational path or trails, provided that:
 - (1) No person shall operate or ride upon a motorized skateboard between the time from sunset to sunrise, or at any other time when due to insufficient light or unfavorable atmospheric conditions persons and vehicles on the highway or sidewalk are not clearly discernible at a distance of 1,000 feet ahead;
 - (2) No person shall operate a motorized skateboard in excess of 15 miles per hour; and
 - (3) All persons must operate a motorized skateboard with caution and due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area; and.

K. Section 114.1 of the *STO ~~2021~~2023* is hereby changed to read as follows:

Section 114.1. Unlawful Operation of All-Terrain Vehicle.

- (a) Except as provided in subsection (b), it shall be unlawful for any person to operate an all-terrain vehicle:
 - (1) On any interstate highway, federal highway or state highway; or
 - (2) Within the corporate limits of any city unless authorized by such city.

(b) Notwithstanding the provisions of subsection (a), all-terrain vehicles owned and operated by a county noxious weed department, or all-terrain vehicles owned and operated by persons contracting with a county noxious weed department or the Kansas department of transportation may be allowed to operate such all-terrain vehicles upon the right-of-way of any federal highway or state highway for the purpose of eradicating noxious weeds and such all-terrain vehicles may be operated incidentally upon such federal highway or state highway.

(c) No all-terrain vehicle shall be operated on any public highway, street or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (K.S.A. Supp. 8-15,100)

(d) The operation of an all-terrain vehicle is authorized within the city on private property of two (2) acres or more with the consent of the property owner.

L. Section 114.2 of the *STO 20212023* is hereby changed to read as follows:

Section 114.2: Unlawful Operation of Work-Site Utility Vehicle, Golf Cart or Micro Utility Truck.

- a. No work-site utility vehicle, golf cart, or micro utility truck shall be operated on any public highway, street, or road unless:
 1. The speed limit on such road is 25 miles per hour or less;
 2. The work-site utility vehicle, golf cart, or micro utility truck is equipped with lights as required by state and local law for motorcycles except that electric turn signals and multiple-beam road lighting equipment shall not be required;
 3. The operator of the work-site utility vehicle, golf cart, or micro utility truck has a valid driver's license; and
 4. The owner must maintain insurance for the work-site utility vehicle, golf cart, or micro utility truck in the same amounts set forth for motor vehicles in section (e) of K.S.A. 40-3107.
- b. Work-site utility vehicles, golf carts, and micro utility trucks shall not be operated in a careless, reckless, or negligent manner.
- c. It shall be unlawful for any person to operate a work-site utility vehicle, golf cart, or micro utility truck:
 1. On any interstate highway, federal highway, or state highway, unless engaged in agricultural purposes and pursuant to the conditions listed in K.S.A. 8-15,100 and K.S.A. 8-15,109; or
 2. on any sidewalk, recreational path, trail, or any location normally used for pedestrian traffic.

- d. The number of occupants allowed on a work-site utility vehicle, golf cart, or micro utility truck shall be limited to the number of seats factory installed. Bench seats shall be limited to three (3) people.
- e. The provisions of this section shall not prohibit a work-site utility vehicle, golf cart or micro utility truck from crossing a federal or state highway or a public highway, street, or road with a posted speed limit greater than 25 miles per hour.
- f. The provisions of this section shall not prohibit the operation of any authorized work-site utility vehicle, golf cart or micro utility truck in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of a work-site utility vehicle, golf cart or micro utility truck is authorized within the city on private property with the consent of the property owner.

M. Section 114.4 of the *STO 20212023* is hereby deleted.

N. Section 114.5 of the *STO 20212023* is hereby deleted.

O. Section 116 of the *STO 20212023* is hereby changed to read as follows:

Section 116: Driving Upon Sidewalk. No person shall drive any vehicle upon a sidewalk or sidewalk area, with the following exceptions:

- (a) Upon a permanent or duly authorized temporary driveway;
- (b) Electric-assisted bicycles in accordance with Sec. 135 of the *STO 20212023*;
- (c) Electric-assisted scooters in accordance with Sec. 135.1 of the *STO 20212023*; and
- (d) Motorized skateboards in accordance with Sec. 109.1 of the *STO 20212023*.

P. Section 134.1 of the *STO 20212023* is hereby added to read as follows:

Section 134.1: Application of Section 200 to Motorized Bicycles. The provisions of Section 200 shall be applicable to motorized bicycles and every person operating a motorized bicycle shall be subject to the provisions thereof.

Q. Section 135 of the *STO 20212023* is hereby changed to read as follows:

Section 135: Electric-Assisted Bicycles.

- A. Except as provided by this Section 135, the traffic regulations applicable to bicycles, sections 127 to 133, and 135.2, inclusive, shall be applicable to electric-assisted bicycles, except tricycles with no break horsepower.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted bicycle.

- C. Electric-assisted bicycles shall not be capable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.
- D. Electric-assisted bicycles shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.
- E. The number of occupants allowed on an electric-assisted bicycle shall be limited to the number for which it is designed or equipped to carry.
- F. The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of an electric-assisted bicycle is authorized within the city on private property with the consent of the property owner.

R. Section 135.1 of the *STO ~~2021~~2023* is hereby changed to read as follows:

Section 135.1: Electric-Assisted Scooters.

- A. Except as provided by this Section 135.1, the traffic regulations applicable to bicycles, sections 127 to 133, inclusive, shall be applicable to electric-assisted scooters.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted scooter.
- C. It shall be unlawful for any person to operate an electric-assisted scooter on:
 - 1. Any interstate highway, federal highway, or state highway;
 - 2. Any public or private street with a speed limit more than 25 miles per hour; and
 - 3. Public parks.
- D. Electric-assisted scooter may be operated on any public highway, street, or road if the speed limit on such road is 25 miles per hour or less;
- E. Electric-assisted scooters shall not be capable of propelling the device at a speed of more than 15 miles per hour on level ground.
- F. Electric-assisted scooters shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians,

animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.

- G. The number of occupants allowed on an electric-assisted scooter shall be limited to the number for which it is designed or equipped to carry.
- H. The provisions of this section shall not prohibit an electric-assisted scooter from crossing a federal or state highway or a public highway, street, or road with a posted speed limit greater than 25 miles per hour.
- I. The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, municipal services department. The operation of an electric-assisted scooter is authorized within the city on private property with the consent of the property owner.

S. Section 135.2 of the *STO ~~2021~~2023* is hereby added to read as follows:

Section 135.2: Parking Electric-Assisted Bicycles or Electric-Assisted Scooters.

- A. No person shall park or leave an electric-assisted bicycle or electric-assisted scooter in the following areas:
 - 1. on public property where such electric-assisted bicycle or electric-assisted scooter blocks pedestrian's travel or presents a traffic hazard;
 - 2. in an area adjacent to or within the following locations:
 - (a) transit zones, including, but not limited to, bus stops, shelters, passenger waiting areas, and bus layover and staging zones, except at existing bike racks;
 - (b) loading zones;
 - (c) disabled parking zones;
 - (d) curb ramps;
 - (e) driveways and driveway approaches;
 - (f) motor vehicle parking spaces;
 - (g) motor vehicle driving lanes or bicycle lanes; and
 - (h) entrances to private property or driveways;
 - 3. in any manner or location to impede or interfere with the access to or from any building.
- B. Electric-assisted bicycles or electric-assisted scooters may be impounded or taken to any other place of safety by the police department or another authorized city representative when the electric-assisted bicycle or electric-assisted scooter is:
 - 1. Reported or determined to be stolen and is recovered;

2. Abandoned; or
3. Left on public property where the electric-assisted bicycle or electric-assisted scooter blocks pedestrian travel or presents a traffic hazard.

An impounded electric-assisted bicycle or electric-assisted scooter shall not be released by the City until all necessary impound fees have been paid and the rightful owner is found and shows proof of ownership.

T. Section 135.3 of the *STO ~~2021~~2023* is hereby added to read as follows:

Section 135.3: Micromobility Network Companies. No micromobility network company, or person acting on behalf of such company, shall deploy, maintain, or allow to be operated any electric-assisted bicycle, electric-assisted scooter, motorized skateboard, or similar device owned or operated by the company, on any city streets, sidewalks, or right-of-way without first obtaining a valid written agreement approved by the Governing Body of the City.

U. Section 192 of the *STO ~~2021~~2023* is hereby changed to read as follows:

Section 192: Driver's License.

- (a) No person, except those expressly exempted, shall drive or operate any motor vehicle or motorized bicycle upon any highway in this city unless such person has a valid driver's license. No person shall be permitted to have more than one valid license at any time.
- (b) Any person operating in this city a motor vehicle, shall be the holder of a driver's license that is classified for the operation of such motor vehicle, and any person operating in this city a motorcycle that is registered in the state of Kansas shall be the holder of a class M driver's license.
- (c) No person shall drive any motorized bicycle upon a highway of this state unless such person: (1) Has a valid driver's license, that entitles the licensee to drive a motor vehicle in any class or classes; (2) is at least 15 years of age and has passed the written and visual examinations required for obtaining a class C driver's license, in which case the division shall issue to such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles; (3) has had their driving privileges suspended, for a violation other than a violation of K.S.A. 8-2,144, and amendments thereto, or a second or subsequent violation of K.S.A. 8-1567 or 8-1567a, and amendments thereto, and such person: (A) Has completed the mandatory period of suspension as provided in K.S.A. 8-1014, and amendments thereto; and (B) has made application and submitted a \$40 nonrefundable application fee to the division for the issuance of a class C license for the operation of motorized bicycles, in accordance with paragraph (2), in which case the division shall issue to such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles; or (4) has had their driving privileges revoked under K.S.A. 8-286, and amendments thereto,

has not had a test refusal or test failure or alcohol or drug-related conviction, as those terms are defined in K.S.A. 8-1013, and amendments thereto, in the last five years, has not been convicted of a violation of K.S.A. 8-1568(b), and amendments thereto, in the last five years and has made application to the division for issuance of a class C license for the operation of motorized bicycles, in accordance with paragraph (2), in which case the 164 division shall issue such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles. As used in this subsection, "motorized bicycle" shall have the meaning ascribed to it in K.S.A. 8-126, and amendments thereto.

- (d) Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment. (K.S.A. 8-235)

V. Section 192.1 of the *STO 20212023* is hereby added to read as follows:

Section 192.1: Driver's License – Change of Name/Address. It shall be unlawful for any person to fail to notify the division in writing within 10 days of any address or name change on such person's driver's license. (K.S.A. 8-248)

W. Section 196 of the *STO 20212023* is hereby changed to read as follows:

Section 196: Unauthorized Operator. No person shall authorize or knowingly permit a motor vehicle or motorized skateboard owned by him or her or under such person's control to be driven upon any highway by any person who has no legal right to do so, or, in the case of a motor vehicle, who does not have a valid driver's license.

X. Section 197 of the *STO 20212023* is hereby changed to read as follows:

Section 197: Unauthorized Minors. No person shall cause or knowingly permit his or her child or ward under the age of 18 years to drive a motor vehicle upon any highway when such minor person is not authorized under the laws of Kansas to drive a vehicle. No person shall cause or knowingly permit his or her child or ward under the age of 18 years to operate a motorized skateboard upon any highway at any time.

Y. Section 198 of the *STO 20212023* is hereby changed to read as follows:

Section 198. Vehicle License; Illegal Tag.

(a) It shall be unlawful for any person to:

- (1) Operate or display, or for the owner thereof knowingly to permit the operation or display, upon a highway of any vehicle which is not registered, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon the license plate or plates

assigned thereto by the division for the current registration year, including any registration decal required to be affixed to any such license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135 and 8-198, and amendments thereto. A violation of this subsection (1) by a person unlawfully claiming that a motor vehicle is exempt from registration as a self-propelled crane under K.S.A. 8-128(b) and amendments thereto, shall constitute a violation punishable by a fine of not less than \$500. A person shall not be charged with a violation of this subsection (1) for failing to display a registration decal on any vehicle except those included under K.S.A. 8-1,101 and K.S.A. 8-143m and 8-1,152, and amendments thereto, up to and including the 10th day following the expiration of the registration if the person is able to produce a printed payment receipt or electronic payment receipt from an online electronic payment processing system for the current 12-month registration period. Any charge for failing to display a registration decal up to and including the 10th day following the expiration of the registration shall be dismissed if the person produces in court a registration receipt for the current 12-month registration period which was valid at the time of arrest.

- (2) Display or cause or permit to be displayed, or to have in possession, any registration receipt, certificate of title, registration license plate, registration decal, accessible parking placard or accessible parking identification card knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an ordinance violation punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection (2). This subsection (2) shall not apply to the possession of:
 - (A) Model year license plates displayed on antique vehicles as allowed under K.S.A. 8-172, and amendments thereto; or
 - (B) Distinctive license plates allowed under K.S.A. 8-1,147, and amendments thereto.
- (3) Lend to, or knowingly permit the use by, one not entitled thereto any registration receipt, certificate of title, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate or plates or any other mark of identification upon any vehicle.

License plates shall be kept clean and they shall be placed on all vehicles within the city as required by law so as to be plainly legible.

(5) Carry or display a registered number plate or plates or registration decal upon any vehicle not lawfully issued for such vehicle.

(b) Any person violating subsections (1), (2) or (3) shall be punished by a fine not exceeding \$2,500, or by imprisonment for not less than 30 days nor more than six months, or by both such fine and imprisonment. Any person violating subsections (4) or (5) shall be punished as provided in section 201(d) of this ordinance. (K.S.A. Supp. 8-142; K.S.A. 8-149)

Z. Section 199 of the *STO ~~2021~~2023* is hereby changed to read as follows:

Section 199: Unlawful Use of License or Identification Card.

(a) It shall be unlawful for any person, for any purpose to:

- (1) Display or cause or permit to be displayed or have in possession any fictitious or fraudulently altered driver's license or identification card.
- (2) Lend any driver's license or identification card to any other person or knowingly permit the use thereof by another.
- (3) Display or represent as the person's own, any driver's license or identification card not issued to the person.
- (4) Fail or refuse to surrender to any police officer upon lawful demand any driver's license which has been suspended, revoked, or canceled.
- (5) Permit any unlawful use of one's driver's license or identification card issued to such person.
- (6) Photograph, photostat, duplicate, or in any way reproduce any driver's license, identification card, or facsimile thereof in such a manner that it could be mistaken for a valid driver's license or identification card or display or have in possession any such photograph, photostat, duplicate, reproduction or facsimile unless authorized by law.
- (7) Display or possess any photograph, photostat, duplicate or facsimile of a driver's license or identification card unless authorized by law.

- (8) Display or cause or permit to be displayed any canceled, revoked, or suspended driver's license.
 - (9) Lend any driver's license or identification card to or knowingly permit the use of any driver's license or identification card by any person under 21 years of age for use in the purchase of, or an attempt to purchase, any alcoholic liquor or cereal malt beverage.
 - (10) Lend any driver's license or identification card to or knowingly permit the use of any driver's license or identification card by any person under 21 years of age for use in the purchase of, or attempt to purchase, any tobacco product.
 - (11) Display or cause to be displayed or have in possession any driver's license or identification card not issued to the person for use in the purchase of, or an attempt to purchase, any alcoholic liquor, cereal malt beverage, or any tobacco product.
- (b) The provisions of this section shall apply to any driver's license or identification card, whether issued under the laws of Kansas, or issued under the laws of another state or jurisdiction.

Section 2: Penalty: Any violation of the above provisions shall be punishable in accordance with Section 1-1-C-3, unless otherwise specifically set out.

Section 3: This Ordinance shall be construed as follows:

INTERPRETATION

A. Liberal Construction: The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. Savings Clause: The repeal of an ordinance or code sections, as provided herein shall not affect any rights acquired, fines, penalties, forfeitures, or liabilities incurred or any proceeding commenced under or by virtue of the ordinance or code section repealed. An ordinance or code section repealed continues in force and effect after the passage, approval, and publication of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities, and actions.

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 City Code, or other ordinances.

Section 4: The existing Code Section 3-8-A-1 is hereby repealed.

Section 5: This Ordinance shall become effective on October 1, 2023, following adoption and publication in the official City newspaper.

PASSED BY the City Council this 19th day of September, 2023.

SIGNED BY the Mayor this 19th day of September, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Ashlee Tomasic, Assistant City Attorney