



1. CALL TO ORDER

2. EXECUTIVE SESSION

Consideration of motion to recess into an executive session to discuss the following items:

- A.** Recess into an executive session to discuss data relating to financial affairs or trade secrets of corporations, pursuant to the exception provided in K.S.A. 75-4319(b)(4). (STAR Bond project)

Staff Contact: Ron Shaver

- B.** Recess into an executive session to discuss data relating to financial affairs or trade secrets of corporations, pursuant to the exception provided in K.S.A. 75-4319(b)(4) (INDIAN CREEK COMMONS TIF/CID).

Staff Contact: Ron Shaver

- C.** Recess into an executive session for consultation with the city attorney which would be deemed privileged in the attorney-client relationship regarding potential litigation involving a permit application pursuant to the exception provided in K.S.A. 75-4319(b)(2). (Electronic billboard permit application)

Staff Contact: Ron Shaver

- D.** Recess into an executive session for a preliminary discussion regarding the acquisition of real property in northwest Olathe pursuant to the exception provided in K.S.A. 75-4319(b)(6). (K-10/LONE ELM INTERCHANGE)

Staff Contact: Ron Shaver

3. RECONVENE FROM EXECUTIVE SESSION

4. BEGIN LIVE STREAMED SESSION – 7:00 P. M.

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Proclamation declaring Aug. 6, 2024 as National Night Out.

Staff Contact: Liz Ruback

- B. Recognition of Olathe high school student champions.

Staff Contact: Liz Ruback

7. PUBLIC HEARINGS

Persons wanting to speak regarding a public hearing are asked to sign up prior to the beginning of the City Council meeting. A person may sign up by notifying the City Clerk by calling 913-971-8521 or emailing CCO@Olatheks.gov by 5:00 PM or in person at City Hall no later than 30 minutes prior to the start of the meeting. Each speaker is allowed up to 5 minutes to address the City Council.

- A. Public hearing to consider levying assessments to collect unpaid city expenditures for weed mowing and debris removal.

Staff Contact: Brenda Swearingian

Action needed: Consider a motion to close the public hearing.

- B. Public Hearing and Consideration of Resolution No. 24-1031 on a request by BPG Olathe 1 LLC and assigns (Building B in Great Plains Commerce Center) for an issuance request for industrial revenue bonds and tax phase-in resolution for a single series project. The project will entail the construction of a 149,500 square foot light industrial facility on a parcel totaling 11.27-acres located at 15880 S. Theden.

Staff Contact: Jamie Robichaud and John Page

Action needed: Consider a motion to close the public hearing.

Action needed: Consider a motion to approve or deny Resolution No. 24-1031.

8. CONSENT AGENDA

The items listed below are considered to be routine by the City Council and may be approved in one motion. These may include items that have been reviewed by the City Council in a prior planning session. There will be no separate discussion unless a council member requests that an item be removed from the consent agenda and considered separately.

- A. Consideration of approval of the City Council meeting minutes of July 2, 2024.

Staff Contact: Eric Strimple

- B. Consideration of renewal license(s) as recommended by the City Clerk.

Staff Contact: Eric Strimple

- C. Consideration of Resolution No. 24-1032 of the City of Olathe, Kansas regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.
Staff Contact: Jamie Robichaud and Briana Burrichter
- D. Consideration of Resolution No. 24-1033 fixing a date and time for a public hearing regarding the structure at 413 S. Cherry Street.
Staff Contact: Jamie Robichaud and Ryan Arter
- E. Consideration and Approval of the 2025 Community Development Block Grant (CDBG) funding recommendations.
Staff Contact: Mike Sirna and Emily Diehl
- F. Consideration and Approval of Amendment No. 2 to the 2003 Cooperation Agreement with Johnson County for the purpose of renewing participation in the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.
Staff Contact: Mike Sirna and Emily Diehl
- G. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of The Greens at Prairie Highlands, Seventh Plat (FP24-0013), containing 60 lots on approximately 18.23 acres, located southwest of W. 143rd Street and S. Saint Andrews Avenue. Planning Commission approved the plat 9 to 0.
Staff Contact: Jamie Robichaud and Nathan Jurey
- H. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of The Greens at Prairie Highlands, Eighth Plat (FP23-0031), containing 19 lots and two (2) tracts on approximately 7.97 acres, located southeast of W. 143rd Street and S. Saint Andrews Avenue. Planning Commission approved the plat 9 to 0.
Staff Contact: Jamie Robichaud and Taylor Vande Velde
- I. Request for the acceptance of the dedication of land for public easements for a final plat of Mur-Len Commercial Park, Fifth Plat (FP24-0019), containing two (2) lots and one (1) tract on approximately 11.67 acres, located northeast of W. 135th Street and Mur-Len Road. Planning Commission approved the plat 9 to 0.
Staff Contact: Jamie Robichaud and Jessica Schuller
- J. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Nate Baldwin

- K.** Consideration of renewal of contract to K & W Underground, Inc. for fiber optic installation, maintenance, restoration, and support for use by the City of Olathe.
Staff Contact: Mary Jaeger, Nate Baldwin and John Page
- L.** Consideration of approval of Sensus water meter purchase from Core & Main for Infrastructure.
Staff Contact: Mary Jaeger, Zach Hardy and John Page
- M.** Consideration of award of contract to Independent Salt Company for the Street Maintenance Section of Infrastructure.
Staff Contact: Mary Jaeger, Zach Hardy and John Page
- N.** Consideration of award of contract to Gerken Rent-All Inc., for portable restroom services for the Parks and Recreation Department.
Staff Contact: Mike Sirna, John Brockus and John Page
- O.** Consideration of extending AXON™ contract two additional years (2028 - 2029) at the 2022 pricing agreement while including additional features and products. Upgrade Taser technology to the newest and most effective Taser. Upgrade Interview rooms in new building.
Staff Contact: Mike Butaud

9. NEW BUSINESS

- A.** Consideration of Ordinance No. 24-28 amending Title 9 of the Olathe Municipal Code (the Olathe Public Offense Code).
Staff Contact: Ron Shaver and Bob Gallimore
- Action needed: Consider a motion to approve or deny.
- B.** Consideration of Ordinance No. 24-29 amending Title 10 of the Olathe Municipal Code (the Olathe Traffic Ordinance).
Staff Contact: Ron Shaver and Bob Gallimore
- Action needed: Consider a motion to approve or deny.

10. NEW CITY COUNCIL BUSINESS

11. END OF LIVE STREAMED SESSION

12. GENERAL ISSUES AND CONCERNS OF CITIZENS

Persons wanting to speak regarding a general concern must sign up prior to the beginning of the City Council meeting. A person may sign up by notifying the City Clerk by calling 913-971-8521, or emailing CCO@Olatheks.gov by 5:00 PM or in person at City Hall until 30 minutes prior to the start of the meeting. The Council has allocated up to 3 minutes per speaker, and up to 30 minutes total for this portion of the meeting.

13. CONVENE FOR PLANNING SESSION

If report items are present, they have been prepared for informational purposes and will be accepted as presented. There will be no separate discussion unless a Councilmember requests that a report be removed and considered separately.

A. REPORTS

1. Quarterly Procurement Report

Staff Contact: Jamie Robichaud and John Page

B. DISCUSSION ITEMS

1. General Overview of the Proposed 2025 Water and Sewer Budget, 2025-2029 Capital Improvement Plan (CIP), and fees.

Staff Contact: Jamie Robichaud, Mary Jaeger and Jarrod Stewart

14. ADDITIONAL ITEMS**15. ADJOURNMENT**

The City of Olathe offers public meeting accommodations. Olathe City Hall is wheelchair accessible. Assistive listening devices as well as iPads with closed captioning are available at each meeting. To request an ASL interpreter, or other accommodations, please contact the City Clerk's office at 913-971-8521. Two (2) business days notice is required to ensure availability.

Proclamation

- WHEREAS,** the National Association of Town Watch sponsors the 41st annual “National Night Out” on August 6, 2024; and
- WHEREAS,** the program provides an opportunity for the City of Olathe to join forces with thousands of other communities across the country to promote community policing and to emphasize the importance of relationships in maintaining safe neighborhoods; and
- WHEREAS,** this gathering strengthens the connections between officers and residents, allowing for improved communication, understanding, and a more caring and safer Olathe; and
- WHEREAS,** it is essential that all citizens of Olathe understand the importance of crime prevention programs and the impact their participation can have on reducing crime, drug abuse, and violence in our City.

NOW, THEREFORE, I, John Bacon, Mayor of the City of Olathe, do hereby proclaim August 6, 2024 as

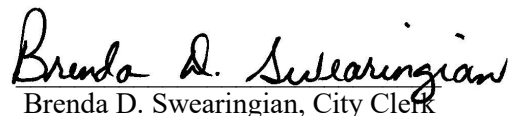
NATIONAL NIGHT OUT

in Olathe, in conjunction with the Olathe Police Department, Olathe Fire Department, Johnson County Med-Act, and the National Association of Town Watch.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this 16th day of July, 2024.



John W. Bacon, Mayor



Brenda D. Swearingian, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Recognition of Olathe high school student champions

TITLE:

Recognition of Olathe high school student champions.

SUMMARY:

Olathe prides itself on being a City of Champions, encompassing a wide variety of talents, including both academic achievements and top finishes in competitive activities. The City Council is asked to recognize student accomplishments throughout the year, and Tuesday evening the following students will be honored:

Olathe West

Boys Golf team

Boys Track team

Dayton Richardson, Boys Track 400M

Braeden Gillam, Bryce Austin, Dylan Velasco, Tevyn Gasaway, Boys Track 4 X 100

Gunnar Hornung, Isaac Shilling, Logan Montgomery, Owen Diedeker, Boys Track 4 X 800

Bree Newport, Girls Track 1600M

Jasmine Stiede, Kolby Brown, Laynie Clements, Kalyn Willingham, Girls Track 4 X 800

Olathe South

Baseball team

Dylan Plath, Boys Track 800M

Olathe Northwest

Girls Softball team

Girls Track team

Val Galligan, Shot Put, Discus, Javelin

Olathe East

Irene Gettya, Diving

Olathe North

Ian Quarles, Pole Vault

Elijah Madden, Long Jump and Triple Jump

OATC

Culinary ProStart Team

Cameron Fehrenbacher, SkillsUSA Electronics

MEETING DATE: 7/16/2024

The athletic and activities directors from Olathe's high schools will be present to introduce the students.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Present City of Champions awards to Olathe student champions

ATTACHMENT(S):



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Exceptional Services

STAFF CONTACT: Brenda Swearingian

SUBJECT: Public hearing to consider levying assessments to collect unpaid city expenditures for weed mowing and debris removal.

TITLE:

Public hearing to consider levying assessments to collect unpaid city expenditures for weed mowing and debris removal.

SUMMARY:

On June 18, 2024, the Council approved Resolution No. 24-1024 calling for a public hearing to levy assessments to collect unpaid city expenditures for mowing of weeds and removal of debris. The city has provided the services needed for the upkeep of the properties. The owners have been sent proper invoices and notices and the accounts have not been paid. The notice of public hearing indicating the owner, parcel and amount to be assessed is attached.

FINANCIAL IMPACT:

The assessment ordinance will be considered following the public hearing. The ordinance will be to consider levying assessments to collect the costs and expenses incurred by the city for mowing of weeds and removal of debris in accordance with Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code.

ACTION NEEDED:

Open the public hearing, consider any written or oral objections and close the hearing.

ATTACHMENT(S):

- A. Notice of Public Hearing

NOTICE OF PUBLIC HEARING

A public hearing to consider levying assessments on the following described lots, pieces and parcels of land in order to collect unpaid city expenditures for the removal of debris and/or mowing of weeds shall be held in the Council Chamber of the Olathe City Hall, 100 E. Santa Fe, Olathe, Kansas, at 7:00 p.m. on the 16th day of July 2024:

OWNER	LEGAL DESCRIPTION	COST
JACOBSON-CAMPBELL 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0T0A ASBURY CENTRE TRACT A OLC 469 A	\$937.50
KC POWER & LIGHT PO BOX 418679 KANSAS CITY, KS 64141	DF231312-2003 12-13-23 BG SW CR N 1/2 SW1/4 N 1299.31' TO NW CR E 2651.95'S 1312.6' W 2655.83' TO BG EX .38 AC EX 2.269 AC EX 5.607 AC& EX 1.79 AC 69.954 ACS M/L OLC 61B	\$125.00
PEUGH, HAROLD 1510 W SANTA FE ST OLATHE, KS 66061	DF231327-4010 27-13-23 BG 433' E SW CR SW1/4SE1/4 E 361.96' N 150' NW 365.37' S 200' TO BG EX .552 AC .902 ACS M/L OLC 219C	\$125.00
TRI STAR DEVELOPMENT COMPANY LLC 16073 S BRADLEY DR OLATHE, KS 66062	DF231328-2002 28-13-23 BG SW CR E 1/2 SW1/4 N 680' NE TO A PT 1050' N & 420' E SW CR SE TO A PT 700' N& 830' E SW CR SE TO A PT 350'N & 370' W SE CR E 1/2 SW1/4 S350' W TO BG EX 2 TRS PLATTED 1.92026 AC & 2.31641 AC & EX 13.47733 AC 1.286 ACS M/L OLC 228 1	\$250.00

<p>WEDGE, RICHARD 475 S MAIN ST VINITA, OK 74301</p>	<p>DF231336-1002 36-13-23 BG CTR/L CEDAR ST 305' E W/L SW1/4 NW1/4 E 240.45' TO CRK NLY 60' NE 107'NW 100' NE 50.1' TO N/L SW1/4 NW1/4 W 195.4' S 297' TO BG 1.79 ACS EX S 25' IN ST OLC- 0343</p>	<p>\$500.00</p>
<p>FALLAHIAN, NASSI 9105 W 126TH TER OVERLAND PARK, KS 66213</p>	<p>DF231412-2020 12-14-23 3 AC W OF C/L OF RR IN S 1/2 S 1/2 SW1/4 EX .03 ACIN HWY & EX .263 AC IN ST 2.707 ACS M/L OLC 475</p>	<p>\$125.00</p>
<p>CUNNINGHAM, STEPHEN 14608 GRANT ST OVERLAND PARK, KS 66221</p>	<p>DF231412-2029 12-14-23 W 198' E 396' S 1/2 S 1/2 SW1/4 EX .136 AC IN ST 2.864 ACS M/L OLC 475 1B</p>	<p>\$125.00</p>
<p>CF OLATHE LLC 1345 AVENUE OF AMERICAS 46TH FLOOR NEW YORK, NY 10105</p>	<p>DF241319-3010 19-13-24 PT NE1/4 EX S 446.82' LYG O/S ICMB CONT AREA BEING PT N & W OF LN DESC AS BG 300' W C/L KC RD ON S/L NE1/4 N 446.8' W 176.5' N 660' E TO PT 2170' E W/L NE 820' TO PT 350' W E/L 1/4 E 350' TO E/L EX PT IN ST EX 22.184 AC EX 3.595 AC EX .2012 AC EX .062 AC EX 14.144 AC EX 1.410 AC PLATTED EX .104 AC IN ST EX .141 AC IN ST EX .545 AC IN ST & EX .104 AC IN ST (PROJECT AREA 3) 61.7686 ACS M/L</p>	<p>\$1,000.00</p>
<p>JL GROUP HOLDINGS I, LLC 3000 EXECUTIVE PKWY 515 SAN RAMON, CA 94583</p>	<p>DF241330-4009 30-13-24 BG 64' N & 1298.87' W SE CR SE1/4 N 150' E 174.13' S 150' W 173' TO BG EX .088 AC .51 ACS M/L OLC 621 1A</p>	<p>\$1,062.50</p>

ALEXRAY PROPERTIES, LLC 1740 E HAROLD ST OLATHE, KS 66061	DP00080000 0001 ALEXANDER SQUARE LT 1 (REFER TO LEASED IMPROVEMENT DL00080000 0001) OLC 582 7 1	\$205.00
VINCANT, JESSICA 1720 S LINDENWOOD DR OLATHE, KS 66062	DP00500001 0001 ARROWHEAD LT 1 BLK 1 EX BG SW CR N 30' SE TO S/L 30' E SW CR W TO POB OLC 670 5 1 1	\$125.00
127 LAND INVESTORS, LLC 4622 PENNSYLVANIA AVE KANSAS CITY, MO 64112	DP04080000 0001 BLACK BOB COMMONS LT 1 OLC 608A 12 1	\$187.50
BLACKBOB INVESTORS LLC 13790 S BLACK BOB RD OLATHE, KS 66062	DP04270000 0030 BLACKBOB MARKETPLACE II FOURTHPLAT LT 30 OLC 642E 10 22 28 30	\$125.00
GREENWOOD PLAZA 3715 SW 29TH ST 200 TOPEKA, KS 66614	DP04440000 0TA-3 BLOOM SENIOR LIVING 1ST PLAT TRACT A-3	\$250.00
HAHN, BRIAN 17518 W 112TH ST OLATHE, KS 66061	DP05200000 0194 BRITTANY HILLS 5TH PLAT LT 194 OLC 573 1 194	\$125.00
BRITTANY DEVELOPMENT 12553 S HAGAN LN OLATHE, KS 66062	DP05400000 0T0A BRITTANY PLACE TRACT A OLC 375 1A TA	\$1,875.00
HPA BORROWER 2017 1 LLC 120 S RIVERSIDE PLZ STE 2000 CHICAGO, IL 60606	DP05400001 0017 BRITTANY PLACE LT 17 BLK 1 OLC 375 1A 1 17	\$250.00
MCBRIDE, STEVEN 956 E NEW LONDON ST OLATHE, KS 66061	DP05500000 0369 BRITTANY YESTERYEAR 9TH PLAT LT 369 OLC 166 369	\$125.00

ALTO ASSET COMPANY 5 LLC 5001 PLAZA ON THE LAKE STE 200 AUSTIN, TX 78746	DP08200002 0001 BRYN VISTA PARK NO. 2 LT 1 BLK 2 OLC 172 2 1	\$125.00
CONNOLLY, JESSICA 540 E 126TH ST OLATHE, KS 66061	DP08200004 0012 BRYN VISTA PARK NO. 2 LT 12 BLK 4 OLC 172 4 12	\$125.00
DEMARKUS, PAUL 2221 S OCHELTREE ST OLATHE, KS 66061	DP11100000 0002 SECOND RESURVEY OF CARNES ADDITION LT 2 OLC 4202 3	\$870.50
MENDOZA, EXMER 1303 HIDDEN VALLEY DR HOUSTON, TX 77088	DP13540000 0003 CHESTNUT MEADOWS, Lot 3	\$125.00
HARVEST LLC 16310 S CENTRAL ST OLATHE, KS 66062	DP13800000 0045 CLIFTVIEW WEST LT 45 OLC 221A 1 45	\$125.00
MORRIS, SCOTT 212 S MONTCLAIRE DR OLATHE, KS 66061	DP14600010 0006 CONCORD SQUARE NO. 2 LT 6 BLK 10 OLC 298 10 6	\$625.00
INDURI, SATHVIK 14515 W 146TH CT OLATHE, KS 66061	DP14830004 0047 COPPER CREEK 9TH PLAT LT 47 BLK 4 OLC 260 1B 4 47	\$300.00
JOWELL, AARON 16459 S RIPLEY ST OLATHE, KS 66062	DP15700000 0036 COUNTRY ESTATES OF CEDAR RIDGE PARK FIRST PLAT LT 36 OLC 692 6 36	\$300.00
2011 E SANTA FE DE LLC PO BOX 1610 COCKEYSVILLE, MD 21030	DP16300000 0T0F CROSSROADS SHOPPING CENTER TR F EX PT REPLATTED OLC 633 F	\$258.00
AXIOM-KING'S LP 815 WOODSWEATHER RD KANSAS CITY, KS 64105	DP16300000 0T0H CROSSROADS SHOPPING CENTER TR H EX W 155' OLC 633 H	\$375.00

BCORE MF PFLUMM KS LLC 345 PARK AVE NEW YORK, NY 10154	DP16480000 0001 DAVIS DEVELOPMENT APARTMENTS OLATHE, Lot 1, EX BG NE CR S 14.67' NW 33.05' E 29.68' TO POB IN ST	\$750.00
AXIOM-WINDSOR LLC 7357 HOLLIDAY DR STE 200 KANSAS CITY, KS 66106	DP23600000 0T0C ENGLISH GARDENS PLANNED UNIT DEVELOPMENT LOTS 1- 42 AND TRACTS A-D TRACT C OLC 197 2A C	\$3,200.00
MILLS, JAMES 420 N LOGAN ST OLATHE, KS 66061	DP24000000 0151A FAIRVIEW N 20' OF LOT 151 & S 40' OF LOT 152 OLC 3915 1	\$125.00
DONAHUE, JOE PO BOX 3720 OLATHE, KS 66063	DP24000000 0189A FAIRVIEW W 25' LT 189 OLC 3938A	\$375.00
WILLIAMSON, ANDY 723 YOEKE ST TONGANOXIE, KS 66086	DP24000000 0196 FAIRVIEW LT 196 EX N 81.48' OLC 3946	\$375.00
DOLE, SAMUEL & JUDITH 309 N CLINTON ST OLATHE, KS 66061	DP24000000 0217A FAIRVIEW N 66.67' OF E 137.84' OF LT 217 OLC 3967 1	\$125.00
MEL LATORRE PROPERTIES I, LLC 7450 MUSTANG RD NE PIEDMONT, OK 73078	DP24100000 0001 FAIRVIEW HILLS LOT 1 OLC-0733 0001	\$642.50
127 LAND INVESTORS, LLC 4622 PENNSYLVANIA AVE KANSAS CITY, MO 64112	DP24850000 0002 FAMILY VIDEO ADDITION LT 2	\$187.50
KAH VI Llc 2701 W LAWRENCE AVE STE A SPRINGFIELD, IL 62704	DP24850000 0003 FAMILY VIDEO ADDITION LT 3	\$250.00
RODRIGUEZ, ALFREDO 9400 BRADSHAW ST LENEXA, KS 66215	DP27100000 0018 FREDRICKSON'S SECOND ADDITION LT 18 OLC 4387	\$267.50

SOUTH PROPS LLC 1013 N JAN-MAR DR OLATHE, KS 66061	DP28100006 0029 RESURVEY & RESUBDIVISION OF LOTS 4-20 BLOCK 6 GAS LIGHT ACRES LT 29 BLK 6 OLC 622B 6 29	\$125.00
LONGMAN, JUDITH 30330 W 135TH ST OLATHE, KS 66061	DP29000000 000B GOVERNORS COURT NORTH CERT OF SURVEY OF PT LT 1 AS REC IN BK1074 P 727 TRACT B OLC 301 1A 1A B	\$125.00
RANNFELDT, MICHELE 1012 S CLAIRBORNE RD OLATHE, KS 66061	DP30000003 0021 HAVENCROFT LOT 21 BLK 3 OLC-	\$125.00
POTTS, BOBBI 1611 E WILLOW DR OLATHE, KS 66062	DP30000008 0001L HAVENCROFT PT LT 1 BLK 8 BG NECR TR C SW 154.29' NW ALG SWLY/L TR C 53.24' NE 151.13' SELY ALG CUR LF 40.11' TO POB OLC	\$205.00
SWEENEY, CHARLES 1802 E CEDAR ST OLATHE, KS 66062	DP30000018 0001 HAVENCROFT PT LT 1 BLK 18 BG 43.32' E NW CR E 51.68' S 197.86' SWLY CUR RT 33.30' W 10.18' N 200.62' TO POB & S 1/2 OF VAC LOULA ST OLC 634 18 1	\$125.00
HARPER, JOSEPH 3912 S 284TH ST AUBURN, WA 98001	DP36600000 0036 INDIAN CREEK RIDGE LT 36 EX BG40.49' S NE CR S 39.51' W 120.07' N 40.07' E 120.08' TO BG OLC 609A 1 36	\$125.00
SFR II BORROWER 2021- 3 LLC 120 S RIDVERSIDE PLAZA ST 2000 CHICAGO, IL 60606	DP37880000 0006 LACKMAN PARK PLACE LT 6 OLC 274 6	\$500.00

PIKUL, PAMELA 308 S MAHAFFIE ST OLATHE, KS 66061	DP39250000 0T0H LAKESHORE MEADOWS 2ND PLAT TRACT H OLC 271 H	\$437.50
1Ch410-333 LLC 6100 NEIMAN RD STE 205 SHAWNEE, KS 66203	DP41360000 0001A LONE ELM SENIOR APARTMENTS, PT Lot 1 BG NLY CR S 168.09 W 180.06 NE 74.85 NELY CUR RT 188.67 E 3.60 TO POB	\$125.00
JMS ASSETS LLC 629 S MONTCLAIRE DR OLATHE, KS 66061	DP47200000 0096 MONTCLAIRE LOT 96 OLC 330 96	\$125.00
SUBRAMANIAM, KARTHIK 13004 W 138TH ST OVERLAND PARK, KS 66221	DP50000000 0013 NONEMAKER ADDITION LT 13 EX S 10' OLC 4455F 13A	\$125.00
MILDENHALL, GEOFF 11401 S HUNTER DR OLATHE, KS 66061	DP50700002 0001 NORTHWOOD TRAILS LT 1 BLK 2 OLC 66A 2 1	\$800.00
HUGGINS, ROGER 617 N WATER ST OLATHE, KS 66061	DP52000002 0011 OLATHE LT 11 BLK 2 OLC 27	\$500.00
MCCLANAHAN, LUCILLE 631 N WILLIE ST OLATHE, KS 66061	DP52000006 0001A OLATHE S 1/2 LTS 1 & 2 BLK 6 & N 1/2 VAC ALLEY ADJ ON S OLC 104	\$125.00
ALAN INVESTMENTS III LLC 120 S CENTRAL AVE CLAYTON, MO 63105	DP52000018 0001 OLATHE LT 1 & E 26' LT 2 BLK 18 OLC 318	\$767.50
GENESIS INVESTMENT GROUP INC 1529 E SPRUCE ST A OLATHE, KS 66061	DP52000023 0001A OLATHE S 69' LTS 1 & 2 EX W 5.5' LT 2 & ALL VAC ALLEY ADJ BLK 23 OLC 432A	\$125.00
DIAZ, PATRICIA 21013 W 116TH TER OLATHE, KS 66061	DP52000039 0029 OLATHE LTS 29 & 30 BLK 39 OLC 880	\$125.00

BOUCHARD, SONIA 226 S CHESTNUT ST OLATHE, KS 66061	DP52000063 0015B OLATHE N 47' W 20' LT 15 & N 47' LT 16 BLK 63 OLC 1548	\$3,142.50
AZA AMAZE PROPERTIES LLC 829 NW DONOVAN RD #110 LEE'S SUMMIT, MO 64086	DP52000077 0001A OLATHE S 50' LTS 1 & 2 &S 50' E 15' LT 3 BLK 77 OLC 1800	\$125.00
BROWNLEE, LOREN 413 S CHERRY ST OLATHE, KS 66061	DP52000077 0011 OLATHE LT 11 & N 20' LT 12 BLK 77 OLC 1819	\$125.00
DEL REAL, JUAN 812 S EDGEMERE DR OLATHE, KS 66061	DP54020000 0002 OLATHE KANSAS FRATERNAL ORDER OF POLICE LODGE 44, PT LT 2 BG NE CR S 60.01' W 49.11' SW 90.81' N 102.01' E 129.82' TO POB	\$250.00
ENVISION CONSTRUCTION, INC 2298 W FOREST DR OLATHE, KS 66061	DP54020000 0002A OLATHE KANSAS FRATERNAL ORDER OF POLICE LODGE 44, PT LT 2 BG 60.01' S NE CR S 7.48' CUR LF 44.39' SW 155.88' NWLY CUR RT 8.62' N 76.18' NE 90.81' E 49.11' TO POB	\$125.00
AT OLATHE OUTLOT 5 LLC 2701 E CAMELBACK STE 150 PHOENIX, AZ 85016	DP54190000 0005 OLATHE POINTE FIRST PLAT LT 5 OLC 103 5	\$187.50
ARCITERRA OLATHE POINTE 2701 E CAMELBACK RD 220 PHOENIX, AZ 85016	DP54190000 0T0A OLATHE POINTE FIRST PLAT TRACT A OLC 103 A	\$125.00
PARK SIDE BUSINESS CENTER PO BOX 100 OLATHE, KS 66051	DP56250000 0T0B PARKSIDE BUSINESS CENTER FIRST PLAT TRACT B OLC 628 5 B	\$375.00

BROOKS, NATHANIEL 1512 E 151ST TER OLATHE, KS 66062	DP56500006 0003 PARKWOOD ACRES LT 3 BLK 6 OLC 672 2 6 3	\$125.00
KELLY, BRUCE 719 N SUMAC ST OLATHE, KS 66061	DP57600019 0003 PERSIMMON HILL VII LT 3 BLK 19 OLC 225 19 3	\$150.00
CORONADO CHAVIRA, ELENA 1032 S BROCKWAY ST OLATHE, KS 66061	DP60200000 0010 PROVENCE VILLAGE LOT 10 OLC-0010	\$1,500.00
ATTWOOD, AKIKO 12370 S PARKER TERR OLATHE, KS 66061	DP60660003 0006 REPLAT OF HUNTER'S CREEK FIRST PLAT LT 6 BLK 3 OLC 159 3 6	\$125.00
MCDONALDS USA, LLC PO BOX 182571 COLUMBUS, OH 43218	DP62700000 0003A RIDGEVIEW - 119 LT 3 & PT LT 4 BG NE CR LT 3 S 222.17' W CUR LF 216.41' N 48.95' W 15' N 156.12' TO N/L LT 4 E 230.08' TO POB OLC 581 6 3A	\$125.00
Singh, Gurdit 1259 N LUCY MONTGOMER WAY OLATHE, KS 66061	DP62800003 0022 RIDGEVIEW IV LT 22 BLK 3 OLC 582 3 3 16 22	\$125.00
LAKEVIEW RESIDENCES KC LLC 509 MT HOLYOKE AVE PACIFIC PALISADES, CA 90272	DP63000002 0002 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE LT 2 BLK 2 OLC 2639 12	\$125.00
MEL LATORRE PROPERTIES I, LLC 7450 MUSTANG RD NE PIEDMONT, OK 73078	DP63000003 000C1 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE N 80' W 85' E 295' LT C BLK 3 OLC 2639 26	\$455.00

LAKEVIEW RESIDENCES KC LLC 509 MT HOLYOKE AVE PACIFIC PALISADES, CA 90272	DP63000004 0001 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE LT 1 BLK 4 OLC 2639 27	\$375.00
LAKEVIEW RESIDENCES KC LLC 509 MT HOLYOKE AVE PACIFIC PALISADES, CA 90272	DP63000004 0008 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE LT 8 BLK 4 OLC 2639 34	\$125.00
LAKEVIEW RESIDENCES KC LLC 509 MT HOLYOKE AVE PACIFIC PALISADES, CA 90272	DP63000004 0011 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE LT 11 BLK 4 OLC 2639 37	\$125.00
RODRIGUEZ, NEGRETE 713 S WINDSOR RD OLATHE, KS 66061	DP63500013 0009 RIDGEVIEW SOUTH BLOCKS 8 TO 13 INCLUSIVE LT 9 BLK 13 OLC 339 202	\$218.75
SINGH, DALSHER 13323 W 129TH ST OVERLAND PARK, KS 66213	DP64060000 0002 ROBBEN INDUSTRIAL PARK LT 2 OLC 471E 4 2	\$187.50
STAR LABS, INC 15672 S BLACKFOOT ST OLATHE, KS 66062	DP64060000 0012 ROBBEN INDUSTRIAL PARK LT 12 OLC 471E 4 12	\$125.00
ADAIR, CHRISTOPHER 1250 WOODFIELD DR EUGENE, OR 97401	DP65100000 0110 ROLLING RIDGE SOUTH LOT 110 OLC-0301 0110	\$250.00
MCCONNAUGHEY, MIRANDA 908 S SHERIDAN RD OLATHE, KS 66061	DP65100000 0191 ROLLING RIDGE SOUTH LOT 191 OLC-0301 0191	\$125.00
MCCOY, THOMAS 305 N MAHAFFIE ST OLATHE, KS 66061	DP68000003 0012 SANTA FE HEIGHTS LOT 12 BLK 3 OLC-3581	\$375.00

LAMERS, PHYLLIS 2000 E 151ST TER OLATHE, KS 66062	DP68500004 0001 SCARBOROUGH LT 1 BLK 4 OLC 674 4 1	\$375.00
GREENING, ANITA 2109 E 144TH TER OLATHE, KS 66062	DP69300000 0314 SHERIDAN BRIDGE LT 314 OLC 664 314	\$875.00
OLATHE BEHAVIORAL HEALTH HOLDCO LLC 8901 E MOUNTAIN VIEW RD SCOTTSDALE, AZ 85258	DP71610000 0029A SOUTHPARK PHASE II BG SW CR LT 29 N 842.48' NE CUR RT 266.93' E 262.69' TO NE CR S 1011.16' TO S/L LT 29 W 432.60' TO POB	\$848.00
NEW HORIZON REAL ESTATE DEV KS LLP- MOW 3405 ANNAPOLIS LN PLYMOUTH, MN 55447	DP72830000 0026 SUNNYBROOK BUSINESS PARK 2ND PLAT, Lot 26	\$125.00
FROST, WILLIAM 16432 W 139TH ST OLATHE, KS 66062	DP74500000 0007 TOMAHAWK TRAILS LT 7 OLC 652 3 7	\$250.00
FKH SFR PROPCO D LP 1850 PARKWAY PL STE 900 MARIETTA, GA 30067	DP75500000 0073 TWO TRAILS LT 73 OLC 176A 73	\$312.50
COMMERCIAL FEDERAL MORTGAGE CORP 2120 S 72ND ST OMAHA, NE 68124	DP77970000 0T0B WHEATLAND ESTATES 1ST PLAT TRACT B OLC 198 B	\$250.00
PARETA, RAJESH 12289 S MULLEN RD OLATHE, KS 66062	DP78950000 0010 WOODLAND ACRES TRACT 10 EX E 10' W 30' IN RD & BRITTANY YESTERYEAR 8TH PLAT PT LT 329 BG NW CR E 76.47' S 15' W 74.87' NW 16.16' TO POB & PT LT 330 BG NW CR E 148.50' SE 16.16' W 133.25' NW 24.67' TO POB	\$187.50
BEYER, JOSHUA 12110 S HAGAN ST OLATHE, KS 66062	DP82500000 0073 WYNCROFT LOTS 56-118 LT 73 OLC 96 1 73	\$125.00

Written or oral objections will be considered at such meeting.

Brenda A. Swearingin

City Clerk





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy

STAFF CONTACT: Jamie Robichaud / John Page

SUBJECT: Public Hearing and Consideration of Resolution No. 24-1031 on a request by BPG Olathe 1 LLC and assigns (Building B in Great Plains Commerce Center) for an issuance request for industrial revenue bonds and tax phase-in resolution for a single series project. The project will entail the construction of a 149,500 square foot light industrial facility on a parcel totaling 11.27-acres located at 15880 S. Theden.

TITLE:

Public Hearing and Consideration of Resolution No. 24-1031 on a request by BPG Olathe 1 LLC and assigns (Building B in Great Plains Commerce Center) for an issuance request for industrial revenue bonds and tax phase-in resolution for a single series project. The project will entail the construction of a 149,500 square foot light industrial facility on a parcel totaling 11.27-acres located at 15880 S. Theden.

SUMMARY:

The City has received an existing business application for \$16,250,000 in industrial revenue bonds for the construction of a 149,500 square foot light industrial and warehouse facility in the Great Plains Commerce Center development. The project is located on 11.27-acres at 15880 S. Theden. This will be a single-series of bonds will be issued to cover land, the building, furniture, fixtures and equipment and associated development costs for the project.

The Applicant requests a 10-year / 50% property tax phase-in in conjunction with the issuance of the City's industrial revenue bonds. This project is applying under the City's tax abatement policy (Policy F-5, Resolution 23-1080).

The total request for the single-series of bonds under the resolution should not exceed \$16,250,000 in industrial revenue bonds for the construction of a 149,500 square foot light industrial facility on 11.27-acres of land. The resolution request of industrial revenue bonds for all of the projects consist of:

- \$833,933 to acquire land
- \$10,300,000 to construct the buildings
- \$1,200,000 for furniture, fixtures & equipment
- \$3,916,007 to cover other development costs including site work and soft costs
- The project will create 100 new jobs over the next 10 years.
 - Average salaries of the new jobs:
 - \$38,000 in year one, growing to \$49,581 in year ten
 - A total of approximately \$43.5 million in new wages over the 10-year abatement
- Property taxes over the 10-year period with estimated 50% property tax phase-in on

MEETING DATE: 7/16/2024

this project:

- All jurisdictions = \$97,900 annually / \$979,000 10-year total
- Olathe = \$19,500 annually / \$195,000 10-year total
- Olathe's current annual property tax revenue from the property is \$37.
- Upon retirement of the tax phase-in, the City will receive approximately a total of \$39,000 in annual property tax revenue once the property tax phase-in expires.

The cost-benefit ratio of this project:

- City of Olathe
 - 1.62
 - Payback expected to take approximately 5 years.
- Johnson County
 - 2.79
 - Payback expected to take approximately 3 years.
- State of Kansas
 - 114.21
 - Payback expected during construction period.
- Olathe USD 233
 - 1.01
 - Payback expected to take approximately 10 years.
- Johnson County Community College
 - 1.64
 - Payback expected to take approximately 6 years.

FINANCIAL IMPACT:

See attached materials for more detailed fiscal impact information.

ACTION NEEDED:

Two votes are needed:

- 1) Make a motion and vote to close the public hearing
 - 2) Make a motion and vote to consider approval of Resolution No. 24-1031
-

ATTACHMENT(S):

- A. Executive Summary
- B. Application
- C. Firm Data Sheet
- D. Project Cost Benefit Analysis
- E. Site Plan - Building B
- F. Site Aerial
- G. IRB Historical Cost Benefit Ratios
- H. Resolution No. 24-1031

July 2, 2024

Single Series Bonds Request
BPG Olathe 1 LLC and assigns
Building 3
Industrial Revenue Bond & Tax Phase-In Project
Executive Summary



Located on 78% of the following Parcel:
DP29140000 0003

Introduction

The City has received a \$16,250,000 industrial revenue bond application from BPG Olathe 1 LLC and assigns – Building 3 (“Applicant”) for construction of light industrial space on 11.27-acres at 15880 S. Theden on the northeast corner of 159th Street and Lone Elm Road. The Applicant anticipates construction of a 149,500 square foot facility to accommodate warehouse and distribution uses. The Applicant seeks to have the project receive a 10-year, 50% property tax phase-in in conjunction with the issuance of the City’s industrial revenue bonds. This project is applying for and falls under the City’s tax abatement policy for a new business abatement, Resolution 23-1080 and Policy F-5 with an investment over \$10 million.

Bonds for this single-phase project are expected to be issued in one series. This series of bonds to be issued would allow the Applicant to construct a 149,500 square foot industrial facility on a 11.27-acre parcel. This building is site B on the included site plan. The Applicant requests issuance of an amount not to exceed \$16,250,000 of industrial revenue bonds for construction of this building. The proceeds from the bonds would be divided as follows: \$833,993 of the bonds would cover costs to acquire the land for the project, \$10,300,000 of the bonds would cover costs to construct the building, \$1,200,000 in funds would be allocated to cover costs to purchase furniture, fixtures and equipment, and \$3,916,007 in associated development costs.

The following information about this request relates to the projected impacts of the building planned for construction and was derived from the attached application materials.

Employment

The project is expected to create 100 new jobs over the next 10 years. The average salaries are expected to be \$38,000 in the first year, growing to \$49,581 in year 10. These jobs would create approximately \$43.5 million in total new wages to the Olathe economy over the next 10 years.

Machinery & Equipment

The application includes \$1,200,000 in funds for furniture, fixtures and equipment which would be exempt from sales taxes for purposes of this project.

IRB Request

This series request is to issue industrial revenue bonds in a single series not to exceed \$16,250,000 for the construction of a 149,500 square foot light industrial facility. It is anticipated that the bonds will be taxable industrial revenue bonds backed by the revenue generated from the facility. The applicant plans to purchase the bonds.

Tax Abatement Request

The Applicant is requesting an approximate 10-year, 50% property tax-phase in for its project, under the City's Tax Abatement Resolution 23-1080 and Policy F-5. The abatement would be for the new investment in improvements associated with the request to issue bonds for the project. The level of capital investment meets the criteria for a 10-year property tax abatement for a new business under the City's tax abatement policy as the industrial facility will result in a total investment of over \$10 million.

Taxes

Current estimated property taxes generated at this site (all jurisdictions): \$185 (city portion of taxes - \$37) based on a 2024 appraised value of \$4,520 and an assessed value of \$1,356). The future additional property taxes generated by this project have been computed using a targeted level of real property estimated appraised value at build out that is \$6,695,000 (65% of investment in the building only (real property)). This investment will result in approximately \$195,800 in annual property taxes at full value for all taxing jurisdictions, and \$39,000 in property taxes to the City. With a 50% property tax abatement, the tax revenue will be approximately \$979,000 for all jurisdictions over the 10-year abatement period, and \$195,000 to the City over the 10-year abatement period.

Sales

The project will increase new annual sales throughout the duration of the project for the tenant and are projected to be \$225,000 per year throughout the 10-year timeframe. A total of \$2,250,000 in additional sales is attributed to this project.

Special Assessments

There are currently no special assessments associated with this property.

Franchise Fees

It is expected that the project will generate \$82,500 in new franchise fees each year of the 10-year period.

Wastewater & Garbage

The applicant anticipates generating an additional \$12,000 in revenue from increased sewer and garbage service during the 10-year abatement period.

Local Competition

The applicant will be in competition with other local area developers with properties of a similar size.

Annual Purchases

The applicant has projected that the project would generate approximately \$1,000,000 in new operating expenditures over the life of the tax phase-in.

Cost-Benefit Analysis

As required by Kansas law, staff completed a cost-benefit analysis of the project on the City of Olathe. The Kansas, Inc. model reflects the impact upon the city, county, school district, and state. A variety of information concerning the firm, the construction, and the community was input into the model.

The cost-benefit model shows that the facility will have a benefit to cost ratio of 1.62 to 1 for the City of Olathe, which translates into an annual rate of return on the City's investment of taxes abated of 161.73%. The payback period for incentives and taxes abated will be approximately 5 years.

County & School District Impact

It is expected that the project will bring approximately 130 total new jobs (direct and in-direct) to the City, with 80 new residents moving into Johnson County over the next 10 years. This project will be located in the Olathe School District. Of the new residents, 40% are expected to move into the Olathe School District. The impact on the school district would be about 9 new students over the next 10 years. Per Kansas law, the City will provide written information to the County and the School District pertaining to this request.

Performance Agreement

The applicant has been informed that a performance agreement will be required as part of a tax abatement for the project which is locating on parcel DP29140000 0003. The minimum targeted expenditures would be approximately 80% of the projected bond issuance for this project, or \$13,000,000.



CITY OF OLATHE, KANSAS
 APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
 (IRB)
 New Business to Olathe

This application is submitted in conformance with the city's tax abatement policy. It is understood that the city may require in lieu payments for property which becomes tax exempt. The attached sheet(s), if any, are submitted as Exhibit A of this application. This application must be submitted within sufficient time to meet procedural requirements of the abatement policy, (refer to the tax abatement calendar).

A non-refundable \$4,000 application / filing fee must accompany this application. The IRB application review process will not start until the application in full is received. If bonds are issued, the City will require an issuance fee of .0025 of the first \$40 million of bonds issued plus .0020 of the amount of bonds issued in excess of \$40 million (issuance fee shall not be less than \$2,500 or more than \$250,000). For warehouse distribution or logistics-type projects the City will require an issuance fee of .0030 of the par amount of bonds being issued (which amount shall not be less than \$2,500 or more than \$250,000). Additionally, the applicant shall be responsible for bond counsel fees, trustee fees and other fees associated with the issuance of the bonds. See Section 6 of Resolution No. 22-1080 and contact Bond Counsel for a more detailed explanation of the fees.

BPG Olathe 1 LLC and assigns

Applicant's Name

matthew.roth@bluescopeproperties.com (816) 289-2838

Applicant's Email Address

Telephone Number

1540 Genessee Street, Kansas City, Missouri 64102

Applicant's Address

Matt Roth, President

(816) 289-2838

Name and Title of Responsible Officer/Contact

Telephone Number

Address (if other than corporate address)

Mark Sprecker, Polsinelli PC

Attorney for Applicant

msprecker@polsinelli.com (816) 572-4558

Attorney's Email Address

Telephone Number

900 West 48th Place, Suite 900, Kansas City, Missouri 64112

Attorney's Address

N/A - Applicant will purchase bonds

Bond Purchaser/Underwriter for Applicant

Bond Purchaser/Underwriter's Address

Telephone Number

Same as above

Bond Counsel for Applicant

Bond Counsel's Address

Telephone Number

I. BUSINESS INFORMATION

A. In what line or lines of business is the applicant engaged?

Commercial real estate development and operations.

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

Corporation (LLC)

C. Year and State of incorporation 2021 - Delaware

If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

N/A - limited liability company

D. List the names and titles of the officers of the applicant firm:

Matt Roth - President

E. Are you pursuing an other incentives offered by another government entity? No
If yes, please indicate below what the other incentives are.

II. THE PROJECT

Briefly describe the nature of the proposed project, including information as to the structure itself (size of building, amount of land to be purchased, etc.), whether it is an expansion of an existing facility or the construction of a new facility, and what products or services are to be manufactured or provided there.

Construction of an approximately 149,500 square foot building (Building B) on Lot 3 and associated hardscape, landscape, sitework, and FF&E.

A. Approximate amount requested for:

Land (Attach a legal description of property as <u>Exhibit A</u>)	\$ 833,993
Building	\$ 10,300,000
Machinery and Equipment	\$ 1,200,000
Pollution Control Facilities	\$ _____
Other Costs*	\$ 3,916,007
Total	\$ 16,250,000

* State other costs:

Sitework: \$2,000,000

Soft costs: \$1,400,000

Contingency: \$516,007

B. Does the applicant, or its parent, presently have offices or industrial facilities located in Olathe, Kansas?

Yes If yes, please describe below.

Building A in this development has been completed and Building C in this development is under construction.

C. Will you be relocating from your existing Olathe facilities to new facilities constructed by this project?

No If yes, what will you be doing with your existing facilities after relocating?

D. Where is the location of the project?

NEQ of I-35 and 159th Street

E. Is the prospective location properly zoned? Yes

If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

F. Describe the type of buildings to be constructed and type of machinery and equipment to be financed:

Construction of an approximately 149,500 square foot building (Building B) on Lot 3 and associated hardscape, landscape, sitework, and FF&E.

G. Will the applicant be in direct competition with other local firms?

No

If yes, name the firms and describe the nature of the competition:

H. Are adequate public streets and utilities available to the proposed site?

Yes

I. Specify if unusual demands for water and sewer will be made:

N/A

J. Per the City IRB policy, an applicant is required to use City of Olathe solid waste service upon the start of the abatement period. Please indicate that you understand this requirement by answering yes: Yes

If you have a current existing contract with another contractor, please indicate below when that will expire. If you have any extenuating circumstances that would result in the City not being able to adequately serve your needs, please indicate those below:

K. What percentage of usable floor space will be occupied by applicant? 0%

What percentage will be occupied by other occupants? 100% If known, indicate each occupant below:

L. Name and address of construction contractor and/or architect:

Contractor: ARCO

Architect: GMA Architects

M. How many persons will be employed at the project? 100

Will this project represent an increase in employment opportunities in Olathe, Kansas? Yes

** Please complete Appendix I on page 10.*

N. Briefly describe the approximate number of persons to be employed by the project at all levels.

(e.g. - management, office, skilled and unskilled):

Management: 15

Non-management: 85

O. What dollar amount and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generate by the project?

Less than 5%

P. What percentage of sales will be sold locally? N/A Is this percentage increasing, decreasing, or remaining stable from the current trend? Increasing

Q. What is the estimated annual amount of merchandise and services purchased locally by the applicant?

N/A

R. Is there likelihood for expansion of the proposed facility within three (3) years? Yes

If such expansion is contemplated, please describe below:

III. FINANCING

A. Have arrangements been for the marketing of the bonds? No

If yes, please proceed to answer 1 - 7.

If no, please proceed to answer 8 - 12.

1. Describe interest rate structure and term of bonds below:

2. Will the applicant pledge any assets other than the project itself to secure the bonds?
3. Will a bond and interest reserve be provided for? No If yes, state amount and source of funding.
4. Does the applicant have any major contractual arrangements that would tend to assure, or be a detriment to, the successful financing and marketing of the proposed bonds? No If yes, describe below:
5. Has a bond underwriter determined whether or not the bonds are marketable? No
If yes, describe its determination below:
6. Indicate whether bonds will be publicly or privately placed. Privately
7. Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?
Applicant will purchase all bonds.
8. What portion of the project will be financed from funds other than bond proceeds, and what is the source of such funds?
Project will be 100% privately financed, with IRBs reimbursing costs of land acquisition, construction, and FF&E.
9. What will be the applicant's equity investment? Please describe:
100%
10. Has the applicant considered conventional financing? No

11. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.

Wendee Peres, BOKF, 1044 Main Street, Kansas City, Missouri 64105

12. Proposed date of issuing bonds: 11/1/2025

B. List below previous participation in IRB financing:

Taxable Industrial Revenue Bonds (BPG Olathe 1 LLC Project) Series 2022. Issued February 2022.

Taxable Industrial Revenue Bonds (BPG Olathe 1 LLC Project) Series 2023. Issued December 2023.

Prior to the contractor starting construction on the project, the applicant shall notify the City Clerk whether or not to proceed with an application for a sales tax exemption from the state of Kansas. Prior to, or at completion, of the project, the applicant shall inform the City Clerk to proceed with the issuance of the industrial revenue bonds and filing with the state board of tax appeals for a tax abatement on the project.

V. TAXES

A. What is the requested tax abatement term in years? 10 Percentage requested 50%

B. If a Fixed PILOT payment is proposed for the project, please outline proposed structure:

Applicant requests to fix the PILOT at 50% of the then comparable market value.

- C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

VI. CERTIFICATION OF APPLICANT

Applicant understands and agrees to pay all fees described on Page 1 of this application.

Applicant agrees to comply with the provisions of Chapter 2.82 of the Olathe Municipal Code (the "Code") regarding Public Art for the Project, or to pay the necessary payment to the City's Public Art Fund. Applicant agrees to comply with Section 2(D) of Policy No. F-5, Resolution 22-1080.

It is understood that a performance agreement shall be required, as set forth in the City's tax abatement policy, for applications requesting tax abatement. I hereby swear that the foregoing and attached information dated this 28th day of May 2024, is true and correct to the best of my knowledge.

Applicant understands that the City reserves the right to ask for additional financial information, including, but not limited to financial reports, credit ratings, shareholder reports, on-going litigation information and proforma statements.

Signed 
Name

By President
Title of Responsible Officer

APPENDIX I*
EMPLOYMENT INFORMATION
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections below of Appendix I is essential in order for the city to meet this requirement.

Current number of employees at firm's present site. 0

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
Management	15	45,000	95,000	Johnson 10
				Other 5
				Johnson
				Other
Non-Management	85	\$12/hr	\$19/hr	Johnson 45
				Other 40
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other

EXHIBIT A

Insert or attach here:

Lot 3, GREAT PLAINS COMMERCE CENTER, THIRD PLAT, a subdivision
in the City of Olathe, Johnson County, Kansas.

Firm Data Sheet

Information for firm that will occupy the facility and its employees

PLEASE NOTE APPENDIX TWO (BOTTOM TABS)

Use information on firm that will occupy the facility

Name of Firm

Tenant(s) TBD

Description of the firm's location or expansion in the community:

Tenant(s) TBD

Requested tax abatement term in years 10 Abatement percentage requested 50%

Square footage of the facility 149,500

Acreage of land the project will occupy Lot 3 for Building B: 11

NAICS or SIC Code 493110

Market Value of the firm's initial new or additional investment in:

<i>Land</i>	<u>\$833,993</u>
<i>Building and Improvements</i>	<u>\$10,300,000</u>
<i>Furniture, Fixtures and Equipment</i>	<u>\$1,200,000</u>
<i>Other Costs</i>	<u>\$3,916,007</u>
<i>Total</i>	<u>\$16,250,000</u>

Project expansion (if acceptable):

Year of expansion NA (one more building planned, but not expansion of this

Additional investment in:

<i>Land</i>	
<i>Building and Improvements</i>	
<i>Furniture, Fixtures and Equipment</i>	

Total Sales (from the most current completed fiscal year):

Year *Sales* *NA*

New or additional sales of the firm - as a result of the project:

<i>Year</i>			
1	<u>\$225,000</u>	6	<u>\$225,000</u>
2	<u>\$225,000</u>	7	<u>\$225,000</u>
3	<u>\$225,000</u>	8	<u>\$225,000</u>
4	<u>\$225,000</u>	9	<u>\$225,000</u>
5	<u>\$225,000</u>	10	<u>\$225,000</u>

Percent of those sales subject to sales tax in the:

City (Olathe) TBD

County (Johnson)	<u>TBD</u>
State (Kansas)	<u>TBD</u>

Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed: TBD

New or Additional annual purchases of the firm as a result of the project:
(items used in operations of business, not inventory that will be sold)

Year	
1	<u>\$100,000</u>
2	<u>\$100,000</u>
3	<u>\$100,000</u>
4	<u>\$100,000</u>
5	<u>\$100,000</u>
6	<u>\$100,000</u>
7	<u>\$100,000</u>
8	<u>\$100,000</u>
9	<u>\$100,000</u>
10	<u>\$100,000</u>

Percent of those purchases subject to sales taxes in the:

City (Olathe)	<u>35%</u>
County (Johnson)	<u>30%</u>
State (Kansas)	<u>5%</u>

Additional annual utilities that will be used by the firm as a result of the project

Water	<u>\$15,000</u>
Wastewater	<u>\$7,000</u>
Telephone	<u>\$30,000</u>
Electricity	<u>\$120,000</u>
Gas	<u></u>
Garbage	<u>\$8,000</u>
Cable	<u></u>

Number of new employees to be hired each year (to be used to complete Appendix II)

Year	
1	<u>100</u>
2	<u></u>
3	<u></u>
4	<u></u>
5	<u></u>
6	<u></u>
7	<u></u>
8	<u></u>
9	<u></u>
10	<u></u>

Number of new employees moving to the county each year (use numbers from above):

Year	From Out-of-State	From Another Kansas County	Will not move	Total
1	15	12	73	100
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total	15	12	73	100

Average annual salary of all employees:

Year	
1	\$38,000
2	\$39,140
3	\$40,314
4	\$41,524
5	\$42,769
6	\$44,052
7	\$45,374
8	\$46,735
9	\$48,137
10	\$49,581

Household size of a typical new worker 2.79

Number of school age children in the household of a typical new worker 0.79

Construction

Initial construction or expansion

Cost of Construction at the firm's new or expanded facility \$14,767,007

If construction is by an outside contractor, estimate percent profit on the cost of construction: 3.00%

Total construction salaries (A) \$8,860,204

Amount paid to average construction worker during the construction period (B) \$61,104.86 $A \div C = B$

Number of construction workers (C) 145

Household size of an average construction worker 2.79

Expansion II (if applicable):

Cost of Construction at the firm's new or expanded facility _____

If construction is by an outside contractor, estimate percent profit on the cost of construction: _____

Total construction salaries (A)

Amount paid to average construction worker during the construction period (B) _____ $A \div C = B$

Number of construction workers (C) _____

Household size of an average construction worker _____

Visitors

Number of out-of-town visitors expected at the firm:

<i>Year</i>			
1	<u>45</u>	6	<u>45</u>
2	<u>45</u>	7	<u>45</u>
3	<u>45</u>	8	<u>45</u>
4	<u>45</u>	9	<u>45</u>
5	<u>45</u>	10	<u>45</u>

Number of days that each visitor will stay in the area _____ 2 _____

Number of nights that a typical visitor will stay in a local hotel or motel:

<i>In the City of Olathe</i>	<u>2</u>
<i>Anywhere in the county</i>	<u>0</u>

Firm Data Sheet
May 2024

Sales Tax Exemption Certificate

Prior to the contractor starting construction on the project, that applicant shall notify the City Clerk whether or not to proceed with an applicant for a sales tax exemption from the state of Kansas.

Project Completion and Processing of the Tax Abatement

Prior to the completion of the project, the applicant shall inform the City and Bond Counsel to proceed with the state board of tax appeals for a tax abatement on the project.

APPENDIX II (must correspond with above information)												
<i>New jobs to be created in each of the next ten years</i>												
Occupational Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Average Starting Wage (use current pay scale)	
Management	15											\$48,000
Office / Clerical												\$0
Professional												\$0
Skilled												\$0
Unskilled	85											\$26,500
Total	100	0	0	0	0	0	0	0	0	0	0	

A Tax Abatement Cost-Benefit Analysis of BPG Olathe 1 LLC and assigns (BLD 3)

City or County where the firm is or will be located: **City of Olathe**
Date of Analysis: Monday, June 24, 2024

Description of the firm's location or expansion in the community:
 Third facility in Great Plains Commerce Center

This report includes an analysis of costs and benefits from the firm for the following taxing entities, where the firm is or will be located. These taxing entities, with the exception of a neighboring school district, if shown, are considering tax abatements or incentives for the firm:

City:	Olathe
County:	Johnson
School District:	Olathe Schools
A neighboring School District:	Spring Hill Schools
Special Taxing District:	Johnson County Community Colleg
Special Taxing District:	School Mills 8
State of Kansas	

Contents of this report:

About this Cost-Benefit Analysis Report	Page 2	
Summary of Costs and Benefits for all Taxing Entities	Page 4	
The Economic Impact that the Firm will have on the Community	Page 6	
Costs and Benefits for:		
City:	Olathe	Page 7
County:	Johnson	Page 9
School District:	Olathe Schools	Page 11
A neighboring School District:	Spring Hill Schools	Page 13
Special Taxing District:	Johnson County Community College	Page 15
Special Taxing District:	School Mills 8	Page 17
State of Kansas		Page 19

Data Used in this Analysis, if included , follows the Costs and Benefits for the State of Kansas

About this Cost-Benefit Analysis Report

This cost-benefit analysis report was prepared using the Kansas Tax Abatement Cost-Benefit Model - a computer program that analyzes economic and fiscal impact. The pages that follow, in this report, show the impact that the firm included in this analysis, the firm's employees and workers in spin-off jobs will have on the community and the state.

The economic impact over the next ten years is calculated along with the accompanying public costs and benefits for the State of Kansas and the taxing entities included in this analysis.

This analysis also shows the effect of tax abatements and incentives that may be considered for the firm

Here is how the analysis was performed:

1. Data was entered for the state and community's tax and other rates; the firm and its employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors.

2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-

These are the report sections:

Summary of Costs and Benefits for all Taxing Entities This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

The Economic Impact that the Firm will have on the Community This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

Costs and Benefits for Each Taxing Entity These report pages summarize the costs and benefits for the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for your taxing entities - - - sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, payments by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity and cost-benefit ratios.

Present Value

The present value of the expected cash flow over the next ten years - the excess of benefits over cost - for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable--by expressing them in today's dollars or in present value.

Generally, a positive present value indicates an acceptable investment.

Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted.

The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is annual rate of return, over the next ten years, on each taxing entity's investment in the firm.

Generally, a rate of return in excess of the taxing entity's cost of capital is considered desirable.

Cost-Benefit Ratio

The cost-benefit ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a cost-benefit ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a cost-benefit ratio of .75 shows that public benefits are only 75 percent of public costs -- costs exceed benefits.

Generally, a cost-benefit ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

Data Used in this Analysis These report pages, if included, show the data used in this cost-benefit analysis.

Summary of Costs and Benefits for all Taxing Units

Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues	Total Benefits
City: Olathe	\$202,564	\$1,015,688	\$94,500			\$249,272	\$1,562,024
County: Johnson	\$332,760	\$902,137				\$706,087	\$1,940,984
S. D: Olathe Schools		\$2,407,252			\$2,046,474		\$4,453,726
S. D: Spring Hill Schools		\$0			\$0		\$0
Johnson County Commu		\$356,844				\$196,032	\$552,876
School Mills 8		\$348,738				\$0	\$348,738
State of Kansas	\$2,049,533	\$65,318		\$2,774,733		\$493,091	\$5,382,675

Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Costs, Incentives and Taxes Abated
City: Olathe	\$312,415		\$503,705	\$0	\$816,120
County: Johnson	\$295,983		\$443,147	\$0	\$739,130
S. D: Olathe Schools		\$2,046,578	\$1,196,548		\$3,243,126
S. D: Spring Hill Schools		\$0			\$0
Johnson County Commu	\$89,418		\$175,357		\$264,775
School Mills 8	\$0		\$0		\$0
State of Kansas	\$436,717	\$1,569,826	\$32,350	\$0	\$2,038,892

Net Benefits:

	Total Benefits	Total Costs Incentives and Taxes Abated	Net Benefits
City: Olathe	\$1,562,024	\$816,120	\$745,903
County: Johnson	\$1,940,984	\$739,130	\$1,201,854
S. D: Olathe Schools	\$4,453,726	\$3,243,126	\$1,210,600
S. D: Spring Hill Schools	\$0	\$0	\$0
Johnson County Commu	\$552,876	\$264,775	\$288,101
School Mills 8	\$348,738	\$0	\$348,738
State of Kansas	\$5,382,675	\$2,038,892	\$3,343,782

Other:

	Present Value of Net Benefits to be Received Over the next 10 Years	Present Value of Incentives and Taxes Abated Over the next 10 Years	Payback Period for Incentives and Taxes Abated	Rate of Return over the next 10 years on Investment of Incentives and Taxes Abated	Cost-Benefit Ratio
City: Olathe	\$489,151	\$302,458	5 Years	161.73%	1.62
County: Johnson	\$741,830	\$266,091	3 Years	278.79%	2.79
S. D: Olathe Schools	\$726,223	\$718,494	10 Years	101.08%	1.01
S. D: Spring Hill Schools	\$0				
Johnson County Commu	\$172,687	\$105,297	6 Years	164.00%	1.64
School Mills 8	\$209,221	\$0	N/A	0.00%	0.00
State of Kansas	\$2,218,271	\$19,423	During construction period.	11420.85%	114.21

The Economic Impact of the Firm

	<u>In the first year</u>	<u>Over the next ten years</u>
Number of jobs to be created	130	130
Number of new residents in the community	80	80
Number of additional students in the local school district	9	9
Increase in local personal income	\$3,420,000	\$39,206,467
Increase in local retail sales	\$1,539,000	\$17,642,910
Increase in the community's property tax base	\$16,315,550	\$20,064,476

Costs and Benefits for the City of: Olathe

Benefits to the city from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues	Total
Construction Period	\$26,581	\$0	\$0	\$77,740	\$104,321
1	\$15,418	\$88,053	\$9,450	\$14,963	\$127,884
2	\$15,865	\$90,876	\$9,450	\$15,412	\$131,603
3	\$16,325	\$93,789	\$9,450	\$15,874	\$135,438
4	\$16,799	\$96,795	\$9,450	\$16,350	\$139,395
5	\$17,287	\$99,897	\$9,450	\$16,841	\$143,475
6	\$17,790	\$102,894	\$9,450	\$17,346	\$147,480
7	\$18,308	\$105,981	\$9,450	\$17,866	\$151,605
8	\$18,842	\$109,160	\$9,450	\$18,402	\$155,854
9	\$19,391	\$112,435	\$9,450	\$18,954	\$160,231
10	\$19,957	\$115,808	\$9,450	\$19,523	\$164,738
Total	\$202,564	\$1,015,688	\$94,500	\$249,272	\$1,562,024

The City's costs, property taxes abated and incentives provided to the firm:

Year	City Costs for the firm and Municipal Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$28,529	\$43,938	\$0	\$72,468
2	\$29,085	\$45,257	\$0	\$74,342
3	\$29,657	\$46,614	\$0	\$76,272
4	\$30,247	\$48,013	\$0	\$78,260
5	\$30,855	\$49,453	\$0	\$80,308
6	\$31,480	\$50,937	\$0	\$82,417
7	\$32,125	\$52,465	\$0	\$84,590
8	\$32,788	\$54,039	\$0	\$86,827
9	\$33,472	\$55,660	\$0	\$89,132
10	\$34,176	\$57,330	\$0	\$91,506
Total	\$312,415	\$503,705	\$0	\$816,120

Net Costs and Benefits for the City of: Olathe

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$104,321	\$0	\$104,320	\$104,320	\$0
1	\$127,884	\$72,468	\$55,416	\$50,378	\$39,944
2	\$131,603	\$74,342	\$57,261	\$47,323	\$37,402
3	\$135,438	\$76,272	\$59,166	\$44,452	\$35,022
4	\$139,395	\$78,260	\$61,134	\$41,755	\$32,793
5	\$143,475	\$80,308	\$63,167	\$39,221	\$30,706
6	\$147,480	\$82,417	\$65,063	\$36,726	\$28,752
7	\$151,605	\$84,590	\$67,015	\$34,389	\$26,922
8	\$155,854	\$86,827	\$69,027	\$32,201	\$25,209
9	\$160,231	\$89,132	\$71,098	\$30,152	\$23,605
10	\$164,738	\$91,506	\$73,232	\$28,234	\$22,103
Total	\$1,562,024	\$816,120	\$745,903	\$489,151	\$302,458

Discounted payback period for taxes abated and incentives 5 Years

Average annual rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm 161.73%

Cost-Benefit Ratio 1.62

Costs and Benefits for Johnson County

Benefits to the county from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues	Total
Construction Period	\$52,275	\$0	\$0	\$52,275
1	\$24,523	\$77,649	\$61,592	\$163,765
2	\$25,246	\$80,325	\$63,440	\$169,011
3	\$25,990	\$83,093	\$65,343	\$174,426
4	\$26,756	\$85,954	\$67,304	\$180,014
5	\$27,546	\$88,912	\$69,323	\$185,780
6	\$28,359	\$91,579	\$71,402	\$191,340
7	\$29,196	\$94,326	\$73,544	\$197,067
8	\$30,059	\$97,156	\$75,751	\$202,966
9	\$30,947	\$100,071	\$78,023	\$209,041
10	\$31,863	\$103,073	\$80,364	\$215,299
Total	\$332,760	\$902,137	\$706,087	\$1,940,984

The County's costs, property taxes abated and incentives provided to the firm:

Year	County Costs for the firm and County Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$25,819	\$38,656	\$0	\$64,475
2	\$26,593	\$39,816	\$0	\$66,409
3	\$27,391	\$41,010	\$0	\$68,401
4	\$28,213	\$42,240	\$0	\$70,453
5	\$29,059	\$43,508	\$0	\$72,567
6	\$29,931	\$44,813	\$0	\$74,744
7	\$30,829	\$46,157	\$0	\$76,986
8	\$31,754	\$47,542	\$0	\$79,296
9	\$32,706	\$48,968	\$0	\$81,675
10	\$33,688	\$50,437	\$0	\$84,125
Total	\$295,983	\$443,147	\$0	\$739,130

Net Costs and Benefits for Johnson County

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$52,275	\$0	\$52,275	\$52,275	\$0
1	\$163,765	\$64,475	\$99,289	\$90,262	\$35,141
2	\$169,011	\$66,409	\$102,602	\$84,795	\$32,905
3	\$174,426	\$68,401	\$106,024	\$79,657	\$30,811
4	\$180,014	\$70,453	\$109,560	\$74,830	\$28,850
5	\$185,780	\$72,567	\$113,213	\$70,296	\$27,014
6	\$191,340	\$74,744	\$116,596	\$65,815	\$25,295
7	\$197,067	\$76,986	\$120,080	\$61,620	\$23,685
8	\$202,966	\$79,296	\$123,670	\$57,692	\$22,178
9	\$209,041	\$81,675	\$127,366	\$54,015	\$20,767
10	\$215,299	\$84,125	\$131,174	\$50,573	\$19,445
Total	\$1,940,984	\$739,130	\$1,201,854	\$741,830	\$266,091

Discounted payback period for taxes abated and incentives 3 Years

Average annual rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm 278.79%

Cost-Benefit Ratio 2.79

Costs and Benefits for the School District where the firm is or will be located: Olathe Schools

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$209,052	\$178,515	\$387,567
2	\$215,634	\$183,870	\$399,504
3	\$222,422	\$189,387	\$411,809
4	\$229,424	\$195,068	\$424,492
5	\$236,646	\$200,920	\$437,566
6	\$243,745	\$206,948	\$450,693
7	\$251,057	\$213,156	\$464,213
8	\$258,589	\$219,551	\$478,140
9	\$266,347	\$226,137	\$492,484
10	\$274,337	\$232,922	\$507,259
Total	\$2,407,252	\$2,046,474	\$4,453,726

Total costs for the School District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$178,524	\$104,376	\$282,900
2	\$183,880	\$107,507	\$291,387
3	\$189,396	\$110,732	\$300,128
4	\$195,078	\$114,054	\$309,132
5	\$200,930	\$117,476	\$318,406
6	\$206,958	\$121,000	\$327,958
7	\$213,167	\$124,630	\$337,797
8	\$219,562	\$128,369	\$347,931
9	\$226,149	\$132,220	\$358,369
10	\$232,933	\$136,186	\$369,120
Total	\$2,046,578	\$1,196,548	\$3,243,126

Net Costs and Benefits for the School District: Olathe Schools

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$387,567	\$282,900	\$104,667	\$95,152	\$94,887
2	\$399,504	\$291,387	\$108,117	\$89,353	\$88,849
3	\$411,809	\$300,128	\$111,680	\$83,907	\$83,195
4	\$424,492	\$309,132	\$115,360	\$78,792	\$77,900
5	\$437,566	\$318,406	\$119,159	\$73,988	\$72,943
6	\$450,693	\$327,958	\$122,734	\$69,280	\$68,301
7	\$464,213	\$337,797	\$126,416	\$64,871	\$63,955
8	\$478,140	\$347,931	\$130,209	\$60,743	\$59,885
9	\$492,484	\$358,369	\$134,115	\$56,878	\$56,074
10	\$507,259	\$369,120	\$138,138	\$53,258	\$52,506
Total	\$4,453,726	\$3,243,126	\$1,210,600	\$726,223	\$718,494

Discounted payback period for taxes abated and incentives 10 Years

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm 101.08%

Cost-Benefit Ratio 1.01

Costs and Benefits for a neighboring School District: Spring Hill Schools

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Total costs for the School District:

Year	Additional Costs
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Net Costs and Benefits for the School District: Spring Hill Schools

Year	Public Benefits	Total Costs	Net Benefits or (Costs)	Present Value of Net Benefits
1	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0
3	\$0	\$0	\$0	\$0
4	\$0	\$0	\$0	\$0
5	\$0	\$0	\$0	\$0
6	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0

Discounted payback period for taxes abated and incentives N/A

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm N/A

Cost-Benefit Ratio N/A

Costs and Benefits for Special Taxing District: Johnson County Community College

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$30,723	\$17,100	\$47,823
2	\$31,779	\$17,613	\$49,392
3	\$32,871	\$18,141	\$51,012
4	\$34,000	\$18,686	\$52,685
5	\$35,166	\$19,246	\$54,413
6	\$36,221	\$19,824	\$56,045
7	\$37,308	\$20,418	\$57,726
8	\$38,427	\$21,031	\$59,458
9	\$39,580	\$21,662	\$61,242
10	\$40,767	\$22,312	\$63,079
Total	\$356,844	\$196,032	\$552,876

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$7,800	\$15,296	\$23,096
2	\$8,034	\$15,755	\$23,789
3	\$8,275	\$16,228	\$24,503
4	\$8,523	\$16,715	\$25,238
5	\$8,779	\$17,216	\$25,995
6	\$9,042	\$17,733	\$26,775
7	\$9,314	\$18,265	\$27,578
8	\$9,593	\$18,813	\$28,406
9	\$9,881	\$19,377	\$29,258
10	\$10,177	\$19,958	\$30,136
Total	\$89,418	\$175,357	\$264,775

Net Costs and Benefits for Special Taxing District: Johnson County Community College

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$47,823	\$23,096	\$24,726	\$22,478	\$13,906
2	\$49,392	\$23,789	\$25,602	\$21,159	\$13,021
3	\$51,012	\$24,503	\$26,509	\$19,917	\$12,192
4	\$52,685	\$25,238	\$27,447	\$18,747	\$11,416
5	\$54,413	\$25,995	\$28,417	\$17,645	\$10,690
6	\$56,045	\$26,775	\$29,269	\$16,522	\$10,010
7	\$57,726	\$27,578	\$30,147	\$15,470	\$9,373
8	\$59,458	\$28,406	\$31,052	\$14,486	\$8,776
9	\$61,242	\$29,258	\$31,983	\$13,564	\$8,218
10	\$63,079	\$30,136	\$32,943	\$12,701	\$7,695
Total	\$552,876	\$264,775	\$288,101	\$172,687	\$105,297

Discounted payback period for taxes abated and incentives 6 Years

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm 164.00%

Cost-Benefit Ratio 1.64

Costs and Benefits for Special Taxing District: School Mills 8

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$30,178	\$0	\$30,178
2	\$31,164	\$0	\$31,164
3	\$32,182	\$0	\$32,182
4	\$33,233	\$0	\$33,233
5	\$34,318	\$0	\$34,318
6	\$35,347	\$0	\$35,347
7	\$36,408	\$0	\$36,408
8	\$37,500	\$0	\$37,500
9	\$38,625	\$0	\$38,625
10	\$39,784	\$0	\$39,784
Total	\$348,738	\$0	\$348,738

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Net Costs and Benefits for Special Taxing District: School Mills 8

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$30,178	\$0	\$30,178	\$27,435	\$0
2	\$31,164	\$0	\$31,164	\$25,755	\$0
3	\$32,182	\$0	\$32,181	\$24,178	\$0
4	\$33,233	\$0	\$33,232	\$22,698	\$0
5	\$34,318	\$0	\$34,317	\$21,308	\$0
6	\$35,347	\$0	\$35,347	\$19,952	\$0
7	\$36,408	\$0	\$36,407	\$18,683	\$0
8	\$37,500	\$0	\$37,499	\$17,494	\$0
9	\$38,625	\$0	\$38,624	\$16,380	\$0
10	\$39,784	\$0	\$39,783	\$15,338	\$0
Total	\$348,738	\$0	\$348,738	\$209,221	\$0

Discounted payback period for taxes abated and incentives N/A

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm 0.00%

Cost-Benefit Ratio 0.00

Costs and Benefits for the State of Kansas

Benefits to the State from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues	Total
Construction Period	\$345,548	\$0	\$385,977	\$0	\$731,525
1	\$148,681	\$5,657	\$157,755	\$43,013	\$355,105
2	\$153,132	\$5,840	\$165,336	\$44,303	\$368,610
3	\$157,716	\$6,029	\$173,144	\$45,632	\$382,521
4	\$162,438	\$6,225	\$181,187	\$47,001	\$396,850
5	\$167,301	\$6,426	\$189,471	\$48,411	\$411,609
6	\$172,310	\$6,619	\$198,003	\$49,863	\$426,796
7	\$177,470	\$6,818	\$310,187	\$51,359	\$545,834
8	\$182,784	\$7,022	\$323,766	\$52,900	\$566,472
9	\$188,258	\$7,233	\$337,751	\$54,487	\$587,729
10	\$193,896	\$7,450	\$352,156	\$56,122	\$609,623
Total	\$2,049,533	\$65,318	\$2,774,733	\$493,091	\$5,382,675

The State's costs, property taxes abated and incentives provided to the firm:

Year	State Costs for the firm and Services for New Residents	Cost of Educating New Students	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$38,095	\$136,937	\$2,822	\$0	\$177,854
2	\$39,238	\$141,045	\$2,907	\$0	\$183,189
3	\$40,415	\$145,276	\$2,994	\$0	\$188,685
4	\$41,627	\$149,634	\$3,084	\$0	\$194,345
5	\$42,876	\$154,123	\$3,176	\$0	\$200,176
6	\$44,163	\$158,747	\$3,271	\$0	\$206,181
7	\$45,487	\$163,510	\$3,369	\$0	\$212,366
8	\$46,852	\$168,415	\$3,471	\$0	\$218,737
9	\$48,258	\$173,467	\$3,575	\$0	\$225,300
10	\$49,705	\$178,671	\$3,682	\$0	\$232,059
Total	\$436,717	\$1,569,826	\$32,350	\$0	\$2,038,892

Net costs and benefits for the State of Kansas:

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$731,525	\$0	\$731,525	\$731,525	\$0
1	\$355,105	\$177,854	\$177,251	\$161,137	\$2,565
2	\$368,610	\$183,189	\$185,421	\$153,240	\$2,402
3	\$382,521	\$188,685	\$193,836	\$145,631	\$2,249
4	\$396,850	\$194,345	\$202,504	\$138,312	\$2,106
5	\$411,609	\$200,176	\$211,433	\$131,283	\$1,972
6	\$426,796	\$206,181	\$220,614	\$124,530	\$1,846
7	\$545,834	\$212,366	\$333,467	\$171,121	\$1,729
8	\$566,472	\$218,737	\$347,734	\$162,220	\$1,619
9	\$587,729	\$225,300	\$362,429	\$153,705	\$1,516
10	\$609,623	\$232,059	\$377,564	\$145,567	\$1,419
Total	\$5,382,675	\$2,038,892	\$3,343,782	\$2,218,271	\$19,423

Discounted payback period for taxes abated and incentives During construction period.

Average annual rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm 11420.85%

Cost-Benefit Ratio 114.21

Local rates and constants used in the Analysis of BPG Olathe 1 LLC and assigns (BLD 3)

City:

Olathe	City name
23.356	City mill levy
\$380,000	Average market value of new residential property in the city
1.500%	City sales tax rate
6.000%	City transient guest tax rate
\$103	Annual net revenues per household for city owned utilities
\$303	Average annual utility franchise fees collected per household
\$103	Annual revenues per resident, in addition to property, transient guest and sales taxes, utilities and utility franchise fees
\$133	The city's annual marginal cost of providing municipal services, excluding utilities, to each new resident
\$94	Annual per worker revenues for the city from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	Annual marginal cost, per worker, of providing city services, excluding utilities, to businesses

County:

Johnson	Name of county
20.5480	County mill levy
\$495,858	Average market value of new residential property in the county
1.475%	County sales tax rate
0.000%	County transient guest tax rate
\$496	The county's annual revenues per resident, excluding property; transient guest and sales taxes
\$171	The county's annual marginal cost of providing municipal services to each new resident
1.00	Regional economic multiplier adjustment for the County
\$218	Annual per worker revenues for the county from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	The county's annual marginal cost, per worker, of providing services to businesses

School District 1 -- Where the firm is or will be located

Olathe Schools	Name of school district
55.482	School district 1's local option mill levy
\$410,350	Average market value of new residential property in school district 1
\$19,647	School district 1's estimated marginal cost per child
\$11,263	State funding per child in school district 1
\$8,383.00	Federal and other annual funding per child in school district 1

School District 2 -- A neighboring school district where some of the firms's new employees will live

Spring Hill Schools	Name of school district
---------------------	-------------------------

59.446	School district 2's local option mill levy
\$373,839	Average market value of new residential property in school district 2
\$15,952	School district 2's estimated marginal cost per child
\$15,070	State funding per child in school district 2
\$881.00	Federal and other annual funding per child in school district 2

Special Taxing District 1 -- Where the firm is or will be located:

Johnson County Community College	Special tax district 1
8.131	Special tax district 1's mill levy
\$484,895	Average market value of new residential property in special tax district 1
\$0.00	Special tax district 1's cost per resident
\$0.00	Special tax district 1's annual addl. revenues (excl prop taxes) from each new resident
\$78	The district's annual marginal cost, per worker, of providing services to businesses
\$171	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

Special Taxing District 2 -- Where the firm is or will be located:

School Mills 8	Special tax district 2
8	Special tax district 2's mill levy
\$295,446	Average market value of new residential property in special tax district 2
\$0.00	Special tax district 2's cost per resident
\$0.00	Special tax district 2's annual addl. revenues (excl prop taxes) from each new resident
\$0	The district's annual marginal cost, per worker, of providing services to businesses
\$0	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

State of Kansas:

1.5	State mill levy
0.065	State sales tax rate
\$508.00	State's annual marginal revenues per new resident (excl property, income and sales taxes)
\$468.00	State's annual marginal cost of providing services to each new resident
0.115	State tax classification for residential real property
0.25	State tax classification for commercial and industrial real property
0	State tax classification for commercial and industrial machinery and equipment (7 years or more life)
0.3	State tax classification for all other tangible personal property:
7	Economic life, in years for straight line depreciation of commercial and industrial machinery & equipment
0	Minimum taxable value as a percent of retail cost of commercial and industrial machinery & equipment
\$180	The state's annual marginal cost, per worker, of providing services to businesses
\$212	Annual per worker revenues for the state from businesses, excluding property, income and sales taxes
45.00%	Percent of gross salary that a typical Kansas worker spends on taxable goods and services

Personal Income Taxes:

Income >	Over	But Not Over	=	Tax	+	Tax Rate
	\$0	\$30,000		\$0		3.50%
	\$30,000	\$60,000		\$0		5.25%
	\$60,000			\$0		5.70%

Standard Deduction >	\$8,000
Allowance per: Exemption >	\$2,250

Corporate Income Taxes:

Corporate Income Tax Rate >	4.00%
Surtax Rate >	3.00%
Amount Over Which Surtax Applies >	\$50,000.00

Other Rates:

3.00%	Inflation
10.00%	Discount rate for calculating the present value of costs and benefits

Comments:

UPDATED 10/23 Updated 8/17 to account for the now excluded prorated 8 mills from the general school fund at

Market or retail value of the firm's initial new or additional investment in: 1

\$833,993	Land	Sum of the firm's initial new or additional investment
\$14,216,007	Building and improvements	
\$1,200,000	Furniture, Fixtures and Equipment	
		\$16,250,000
Projected Expansions		
0	Year of 2nd Expansion	
\$0	Land	Sum of the firm's second expansion investment
\$0	Building and improvements	
\$0	Furniture, Fixtures and Equipment	
		\$0
0	Year of 3rd Expansion	
\$0	Land	Sum of the firm's third expansion investment
\$0	Building and improvements	
\$0	Furniture, Fixtures and Equipment	
		\$0
0	Year of 4th Expansion	
\$0	Land	Sum of the firm's fourth expansion investment
\$0	Building and improvements	
\$0	Furniture, Fixtures and Equipment	
		\$0

Sales and Purchases

2

New or additional sales of the firm:	Annual operating expenditures by the firm subject to sales taxes:
Year 1: \$225,000	Year 1: \$100,000
Year 2: \$225,000	Year 2: \$100,000
Year 3: \$225,000	Year 3: \$100,000
Year 4: \$225,000	Year 4: \$100,000
Year 5: \$225,000	Year 5: \$100,000
Year 6: \$225,000	Year 6: \$100,000
Year 7: \$225,000	Year 7: \$100,000
Year 8: \$225,000	Year 8: \$100,000
Year 9: \$225,000	Year 9: \$100,000
Year 10: \$225,000	Year 10: \$100,000
Total: \$2,250,000	Total: \$1,000,000

Percent of sales subject to sales taxes in the:	Percent of annual taxable operating expenditures in the:	% of sales on which state corporate income taxes will be computed (ie: Annual net taxable income)
City: 0.00%	City: 35.00%	0.00%
County: 0.00%	County: 30.00%	
State: 0.00%	State: 5.00%	

Property taxes

3

Will the Firm be located within City property tax jurisdiction ? (Y or N):

Revenues from utilities and franchise fees

Net revenues from city-owned utilities provided to the firm

City utility franchise fees to be collected on the firm's utility usage

Construction period	\$0
Year 1:	\$1,200
Year 2:	\$1,200
Year 3:	\$1,200
Year 4:	\$1,200
Year 5:	\$1,200
Year 6:	\$1,200
Year 7:	\$1,200
Year 8:	\$1,200
Year 9:	\$1,200
Year 10:	\$1,200
Total:	\$12,000

Construction period	\$0
Year 1:	\$8,250
Year 2:	\$8,250
Year 3:	\$8,250
Year 4:	\$8,250
Year 5:	\$8,250
Year 6:	\$8,250
Year 7:	\$8,250
Year 8:	\$8,250
Year 9:	\$8,250
Year 10:	\$8,250
Total:	\$82,500

Payments by the firm and the cost of providing other services to the firm 4

Extra payments that the firm will make to the city, county and state -- those payments over and above property, sales and income taxes and utilities and other on-going payments made by all firms

	City	County	State
Construction period:	\$77,740	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

Extra cost of providing public services to the firm -- those services that are over and above incentives, utilities and typical services provided to all firms in the city, county and

	City	County	State
Construction period:	\$0	\$0	\$0
Year 1:	\$10,000	\$0	\$0
Year 2:	\$10,000	\$0	\$0
Year 3:	\$10,000	\$0	\$0
Year 4:	\$10,000	\$0	\$0
Year 5:	\$10,000	\$0	\$0
Year 6:	\$10,000	\$0	\$0
Year 7:	\$10,000	\$0	\$0
Year 8:	\$10,000	\$0	\$0
Year 9:	\$10,000	\$0	\$0
Year 10:	\$10,000	\$0	\$0
Total:	\$100,000	\$0	\$0

Employee information

5

Number of new employees to be hired each year

Number of new employees moving to the county each year from out of state

Total number of new employees moving to the county each year

Year 1:	100
Year 2:	0
Year 3:	0
Year 4:	0
Year 5:	0
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	100

Year 1:	15
Year 2:	0
Year 3:	0
Year 4:	0
Year 5:	0
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	15

Year 1:	27
Year 2:	0
Year 3:	0
Year 4:	0
Year 5:	0
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	27

New indirect employees who will be moving to the county, as a per cent of new direct employees:

From out-of-State:

Total moving to the county:

Employee salary and household information

6

Average annual salaries of employees

Year 1:	\$38,000
Year 2:	\$39,140
Year 3:	\$40,314
Year 4:	\$41,524
Year 5:	\$42,769
Year 6:	\$44,052
Year 7:	\$45,374
Year 8:	\$46,735
Year 9:	\$48,137
Year 10:	\$49,581
Total:	\$435,627

Where new employees moving to the county will live

60.00%
40.00%
0.00%
100.00%
100.00%

- In the City.
- In the school district where the firm is located.
- In school district 2
- In special taxing district 1.
- In special taxing district 2.

Where employees will shop, as a percent of their total shopping:

70.00%
50.00%
30.00%

- In Kansas.
- Within the County.
- In the City.

Household size of a typical new worker at the firm.

Number of school age children in the household of a typical new worker at the firm.

Percent of new workers who move to the community that will (1) buy new homes or mobile homes within the first five years or (2) require the building of new residential units.

Construction

9

	Initial construction or expansion	2nd Expansion	3rd Expansion	4th Expansion
Construction Cost	\$14,767,007	\$0	\$0	\$0
Construction Profit Percentage	3.00%	0.00%	0.00%	0.00%
Taxable materials purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Taxable FFE purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Total Construction Salaries:	\$8,860,204	\$0	\$0	\$0
Construction Salaries spent in:				
Kansas	\$5,316,122	\$0	\$0	\$0
The County	\$3,544,081	\$0	\$0	\$0
The City	\$1,772,040	\$0	\$0	\$0
Amt. paid to avg. cons. worker	\$61,104	\$0	\$0	\$0
HH size - avg. cons. worker:	2.79	0	0	0
Nr. cons. workers:	145	0	0	0

Visitors

10

Number of out-of-town visitors expected at the firm each year

Year 1:	45
Year 2:	45
Year 3:	45
Year 4:	45
Year 5:	45
Year 6:	45
Year 7:	45
Year 8:	45
Year 9:	45
Year 10:	45
Total:	450

Average number of days that each visitor will stay in the city

Daily retail spending by a visitor, excluding lodging:

In the City
 Anywhere in the County

The number of nights that a typical visitor will stay in a local hotel or motel:

In the City
 Anywhere in the County

Average daily hotel / motel room rates:

In the City
 Anywhere in the County

OVERALL SITE PLAN



Building C
UNDER
CONSTRUCTION

Building A
READY FOR TENANT
FINISH

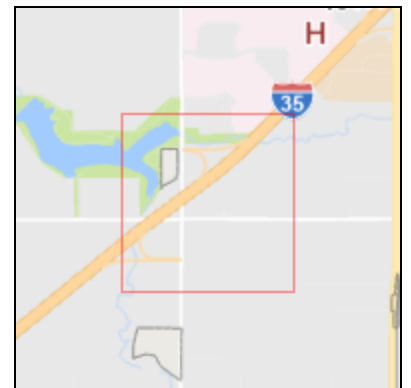
Building D
PRELIMINARY DESIGN
COMPLETED

Building B
PRELIMINARY DESIGN
COMPLETED



DP29140000 0003

LEGEND



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data. 6/26/2024

Date Approved by Council	Company and Location	CBA Ratio
2/1/2022	BPG Olathe 1 LLC located near the northeast corner of 159th Street and Lone Elm Road, south of I-35	1.56
4/19/2022	Griswold Industries located at 15410 S Mahaffie Street	2.58
9/6/2022	Scannell Properties #542 in the I-35 Logistics Park development	1.58
10/4/2022	Garmin constructing and renovating the company's warehouse space to office and lab uses at 151st Street and Ridgeview Road	1.13
10/18/2022	LECC Building 3, LLC at 167th Street and Lone Elm Road	1.47
10/18/2022	LECC Building 4, LLC at 167th Street and Lone Elm Road	1.49
12/6/2022	BCB Holdings, LLC, at the northwest corner of Fountain Drive and Frontier Lane in the Southpark Olathe Industrial Phase II area development	1.71
6/20/2023	OZN Chanute (Multi), LLC at 801 W. Old 56 Highway	3.54
9/19/2023	AP Multifamily Investors, LLC at the northwest corner of Black Bob Road and Indian Creek Parkway	0.26
9/19/2023	Scannell Properties #634 in the I-35 Logistics Park development	1.47
9/19/2023	ArcBest Property Management, LLC at the Olathe Commerce Park	1.59
10/3/2023	175 Commerce Center One, LLC at the northwest corner of 175th Street and Hedge Lane	1.93
11/21/2023	BPG Olathe 1 LLC at the northeast corner of 159th Street and Lone Elm Road, south of I-35	1.54

RESOLUTION NO. 24-1031

RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,250,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN INDUSTRIAL FACILITY FOR THE BENEFIT OF BPG OLATHE 1 LLC, AND ITS SUCCESSORS AND ASSIGNS (BUILDING B)

WHEREAS, the City of Olathe, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, BPG Olathe 1 LLC, a Delaware limited liability company (the Company”), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring land and acquiring, constructing and equipping an approximately 149,500 square foot facility, known as Building B, as more fully described in the Application (the “Project”) through the issuance of its industrial revenue bonds in the principal amount of not to exceed \$16,250,000 (the “Bonds”), and to lease the Project to the Company and its successors and assigns, in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds under the Act in the principal amount not to exceed \$16,250,000, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

Section 1. Approval of Project. The City Council (the “Governing Body”) of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be approximately located at the northeast corner of I-35 and 159th Street in the City of Olathe, Kansas, as further described in the Application.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the principal amount not to exceed \$16,250,000 to be issued pursuant to the Act.

Section 3. Ad Valorem Tax Abatement. Subject to the conditions in Section 4 and compliance with the Act, in consideration of the Company’s decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the

City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the City's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as follows:

<u>Year</u> ¹	<u>Approximate Percentage of Payments in Lieu</u> ²
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

¹Year refers to the first full calendar year following the issuance of the Bonds.

²Excludes the school district's capital outlay levy that cannot be abated under state law.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the City shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the performance-based tax agreement executed by the City and the Company. The Project financed with the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued. The foregoing percentages are subject to adjustment in accordance with the performance-based tax abatement agreement for the Project.

Section 4. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 5. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to such Bonds are subject to: (i) obtaining any necessary governmental approvals (including, but not limited to, approval of a final site development plan in accordance with the City's Unified Development Ordinance); (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement (including, but not limited to, Section 2.B. of City Council Policy F-5 (Industrial Revenue Bond and Tax Abatement Policy), which section provides, in part, that "[p]rojects must utilize construction materials and provide an architectural design that exceeds the minimum requirements set forth in the City's Unified Development Ordinance"); (iv) the passage and publication of an Ordinance

authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 6. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the City.

Section 7. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 8. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any series of Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 9. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 10. No Reliance on Resolution. Kansas law provides that the City may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The City has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current Governing Body to issue such Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 11. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

[Balance of page intentionally left blank]

ADOPTED this 16th day of July 2024.

CITY OF OLATHE, KANSAS

[SEAL]

By: _____
John Bacon, Mayor

ATTEST:

Brenda Swearingian, City Clerk

Resolution of Intent – Building B
BPG Olathe 1 LLC



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Exceptional Services

STAFF CONTACT: Eric Strimple

SUBJECT: Consideration of approval of the City Council meeting minutes of July 2, 2024.

TITLE:

Consideration of approval of the City Council meeting minutes of July 2, 2024.

SUMMARY:

Attached are the City Council meeting minutes of July 2, 2024, for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of July 2, 2024.

ATTACHMENT(S):

A. 07-2-2024 Council Minutes



1. CALL TO ORDER

Present: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex
Absent: Vogt

Others in attendance were City Manager, Michael Wilkes, Deputy City Manager, Susan Sherman, and City Attorney, Ron Shaver.

2. BEGIN LIVE STREAMED SESSION – 7:00 P. M.

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

The items listed below are considered to be routine by the City Council and may be approved in one motion. These may include items that have been reviewed by the City Council in a prior planning session. There will be no separate discussion unless a council member requests that an item be removed from the consent agenda and considered separately.

Approval of the Consent Agenda

Motion by Gilmore, seconded by Felter, to approve the Consent Agenda. The motion carried by the following vote:

Yes: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex
Absent: Vogt

- A.** Consideration of approval of the City Council meeting minutes of June 18, 2024 regular meeting and the June 25, 2024 budget workshop.
approved.
- B.** Consideration of new license(s) as recommended by the City Clerk.
approved.
- C.** Consideration of renewal license(s) as recommended by the City Clerk.
approved.
- D.** Consideration of Resolution No. 24-1029 adopting the City's Debt Management and Fiscal Policy.
approved.
- E.** Consideration of Resolution No. 24-1030 (SU23-0007), requesting approval of a special use permit for the expansion of a compound area

- for Verizon on approximately 7.42 acres, located at 15201 S. Mur-Len Road. Planning Commission recommended approval 8 to 0.
approved.
- F.** Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of Sunnybrook 119, 1st Plat (FP24-0007), containing two (2) lots and one (1) tract on approximately 15.22 acres, located northwest of W. 119th Street and S. Lone Elm Road. Planning Commission approved the plat 8 to 0.
approved.
- G.** Request for the acceptance of the dedication of land for public easements for a final plat of Olathe Industrial Tracts, Third Plat (FP24-0016), containing two (2) lots and one (1) tract on approximately 7.73 acres, located southwest of W. Pittman Street and S. Lone Elm Road. Planning Commission approved the plat 8 to 0.
approved.
- H.** Consideration of award of contract to Samsara for vehicle GPS services
approved.
- I.** Consideration of renewal of contract to R.E. Pedrotti Company, Inc. for SCADA Services for the Environmental Services Division of Infrastructure.
approved.
- J.** Consideration of award of contract to Murphy Tractor and Equipment for new and replacement equipment for the Street Maintenance Division of Infrastructure.
approved.
- K.** Consideration of award of contract to Rush Truck Center of Missouri for new and replacement equipment for the Street Maintenance Division of Infrastructure.
approved.
- L.** Consideration of contract approval with GALL's for uniforms, office apparel, and accessories for the Fire Department.
approved.
- M.** Consideration of renewal of contract to Midwest Presentations, Inc. dba CCS Presentation Systems for audio visual equipment and services.
approved.
- N.** Acceptance of proposal and consideration of award of contract to Today's Business Solution (TBS) for the implementation of an improved computer reservation and print management solution for the Olathe Public Libraries.
approved.
-

- O. Consideration of contract approval with Morgan Hunter to retain temporary staffing service for Citywide use. The primary function of the agreement will be for Contract (temporary) positions; however, the agreement does provide for Direct Hire and Contract to Hire positions. approved.

5. NEW BUSINESS

- A. Consideration of Ordinance No. 24-26 (RZ24-0008), requesting approval of a rezoning from the CTY RUR (County Rural) and CP-2 (Planned General Business) Districts to the C-2 (Community Center) District and a preliminary site development plan for Living Hope Church of the Nazarene on approximately 20.72 acres; located northwest of W. 175th Street. and S. Ridgeview Road. Planning Commission recommended approval 8 to 0.

Taylor Vande Velde, Planner II, provided a brief presentation to the council.

Councilmember Felter stated this addition would be great for the community.

Councilmember Vakas asked what staff did with the concern from the citizen on the pickleball court. Ms. Vande Velde stated the hours of operation were added to address the concern.

Mayor Bacon asked if the church was ok with the 10:00 PM timeframe for the park. Ms. Vande Velde stated, yes.

Motion by Gilmore, seconded by Vakas, to approve Ordinance No. 24-26 related to RZ24-0008. The motion carried by the following vote:

Yes: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex

Absent: Vogt

- B. Consideration of Ordinance No. 24-27 (RZ24-0010), requesting approval of a rezoning from the R-1 (Residential Single-Family) and M-2 (General Industrial) Districts to the M-2 (General Industrial) District and a preliminary site development plan for Carson Street Storage on approximately 9.37 acres; located at 20550 W 159th Street. Planning Commission recommended approval 8 to 0.

Andrea Fair, Planner II, provided a brief presentation to the council.

Councilmember Essex asked why automobile storage was not allowed but also part of the plan. Ms. Fair stated automobile storage

of damaged vehicles is not allowed, this would be for truck parking.

Councilmember Schoonover stated he feels it is a nice project and needed in Olathe.

Motion by Gilmore, seconded by Felter, to approve Ordinance No. 24-27 related to RZ24-0010. The motion carried by the following vote:

Yes: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex

Absent: Vogt

6. NEW CITY COUNCIL BUSINESS

Councilmember Essex wished everyone a happy and safe 4th of July holiday.

Mayor Bacon mentioned upcoming budget workshops and the city's 4th of July event. He also mentioned holiday events at Lake Olathe and Mahaffie Farmstead.

7. END OF LIVE STREAMED SESSION

8. GENERAL ISSUES AND CONCERNS OF CITIZENS

Persons wanting to speak regarding a general concern must sign up prior to the beginning of the City Council meeting. A person may sign up by notifying the City Clerk by calling 913-971-8521, or emailing CCO@Olatheks.gov by 5:00 PM or in person at City Hall until 30 minutes prior to the start of the meeting. The Council has allocated up to 3 minutes per speaker, and up to 30 minutes total for this portion of the meeting.

Bridgette Moore, Olathe, spoke about the need for staff to be able to wear their pronoun buttons at the library.

9. CONVENE FOR PLANNING SESSION

If report items are present, they have been prepared for informational purposes and will be accepted as presented. There will be no separate discussion unless a Councilmember requests that a report be removed and considered separately.

A. REPORTS

1. Report on 2023 external audit and Annual Comprehensive Financial Report.
Report accepted.
2. Report on a request by BPG Olathe 1 LLC and assigns (Building B in Great Plains Commerce Center) for an issuance request for industrial revenue bonds and tax phase-in resolution for a single series project. The project will entail the construction of a 149,500 square foot light industrial facility on a parcel totaling 11.27-acres

located at 15880 S. Theden.

Councilmember Schoonover asked for more information on the 1.62 cost-benefit ratio compared to the hourly wages presented in the packet before the next meeting.

Report Accepted.

3. Report regarding proposed amendments to Title 9 of the Olathe Municipal Code (the Olathe Public Offense Code).
Report accepted.
4. Report regarding proposed amendments to Title 10 of the Olathe Municipal Code (the Olathe Traffic Ordinance).
Report accepted.
5. Report on 2025 Community Development Block Grant (CDBG) funding recommendations.
Report accepted.

B. DISCUSSIONS

1. 2024 State Legislative Recap
External Affairs & Issues Management Director, Tim Danneberg, introduced Natalie Bright, the Lobbyist for the City of Olathe. Ms. Bright then presented to the council.

Mayor Bacon asked if there were any conversations about a potential lawsuit from cities with LAVTR being removed. Ms. Bright stated she has not seen anything at this time.

10. EXECUTIVE SESSION

Consideration of motion to recess into an executive session to discuss the following items:

- A. Personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the City Auditor Position.
Motion by Gilmore, seconded by Felter to recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A. 75-4319(b)(1) regarding the City Auditor position, for 15 minutes. The open meeting will resume in the Council Chambers at 8:05 PM.

Yes: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex

Absent: Vogt

11. RECONVENE FROM EXECUTIVE SESSION

Motion by Gilmore, seconded by Felter to authorize staff to proceed with the strategies discussed with and directed by the governing body. The motion carried by the following vote:

Yes: Bacon, Gilmore, Schoonover, Felter, Vakas, and Essex

Absent: Vogt

12. ADDITIONAL ITEMS

Councilmember Schoonover thanked Dennis Pine with Community Enhancement for his professionalism.

Councilmember Essex thanked staff for their quick response to a downed tree on 151st street.

Councilmember Felter thanked all the first responders for their hard work and mentioned the event magazine for Parks and Recreation and the Library. Dr. Felter also wished everyone a Happy 4th of July.

Councilmember Vakas wished everyone a happy 4th of July.

Mayor Bacon asked if there were any issues of flooding yesterday. City Manager, Michael Wilkes, stated no. Mayor Bacon wished everyone a happy 4th of July.

13. ADJOURNMENT

The meeting adjourned at 8:10 PM.

Eric Strimple
Assistant City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Exceptional Services

STAFF CONTACT: Eric Strimple

SUBJECT: Consideration of renewal license(s) as recommended by the City Clerk.

TITLE:

Consideration of renewal license(s) as recommended by the City Clerk.

SUMMARY:

The application(s) for the following business(es) meets the necessary requirements for the issuance of licenses.

The application(s) are available for review in the City Clerk’s Office.

Renewal Drinking Establishment License(s)

Old Chicago #59	24-0165	11969 S Strang Line Rd
-----------------	---------	------------------------

FINANCIAL IMPACT:

The applicant(s) have paid the license fees in accordance with the Olathe Municipal Code.

ACTION NEEDED:

Approve the application(s) for issuance of a license as part of the consent agenda.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy

STAFF CONTACT: Jamie Robichaud / Jarrod Stewart

SUBJECT: Consideration of Resolution No. 24-1032 of the City of Olathe, Kansas regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

TITLE:

Consideration of Resolution No. 24-1032 of the City of Olathe, Kansas regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

SUMMARY:

The 2021 Kansas Legislature passed and Governor Kelly signed Senate Bill 13, and Senate Subcommittee for HB 2104. This legislation ended the property tax lid, established the presumptive maximum property tax rate as revenue-neutral, established processes to exceed the revenue-neutral property tax rate, and created a new public notice and public hearing requirements.

Under this law, the County Clerk must calculate the revenue-neutral mill rate and provide the information to taxing jurisdictions by June 15th. Entities that anticipate exceeding the revenue-neutral rate for the upcoming budget cycle must notify the County Clerk of such intent by July 20th.

On June 15th the City received notification from the Johnson County Clerk that Olathe's revenue neutral rate was calculated at 21.706 mills. Resolution No. 24-1032 expresses the City's intent to exceed the revenue neutral rate and to levy a property tax mill rate in an amount *not to exceed* 23.356 mills. This resolution does not establish the mill rate for the 2025 budget, it sets the maximum amount that could be levied. Pursuant to state law, the City will publish notice in the newspaper and the City's website regarding the public hearing, which will be held on Tuesday, August 27, 2024.

FINANCIAL IMPACT:

Property tax generates approximately 22% of the revenue for the General Fund, 96% of the revenue for the Library Fund, and 72% of the revenue of the Debt Service Fund.

ACTION NEEDED:

Approve Resolution No. 24-1032 expressing the City's intent to exceed the revenue neutral rate calculated by the Johnson County Clerk and establish the date of the public hearing as Tuesday, August 27, 2024.

ATTACHMENT(S):

A: Resolution No. 24-1032

RESOLUTION NO. 24-1032

A RESOLUTION OF THE CITY OF OLATHE, KANSAS TO ESTABLISH ITS INTENT TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Olathe was calculated as 21.706 mills by the Johnson County Clerk; and

WHEREAS, the Fiscal Year 2025 budget proposed by the Governing Body of the City of Olathe will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

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

Section 1. The Governing Body of the City of Olathe hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for Tuesday, August 27, 2024 at 5:30PM, or as soon thereafter as may be heard, at Olathe City Hall, 100 East Santa Fe and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Olathe expresses its intention to exceed the Revenue Neutral Rate of 21.706 mills calculated by the Johnson County Clerk and to levy a property tax mill rate in an amount not to exceed 23.356 mills.

Section 3. The Governing Body of the City of Olathe directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED by the City Council this ____ day of _____.

SIGNED by the Mayor this ____ day of _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy; Legal

STAFF CONTACT: Jamie Robichaud; Ryan Arter; Chris Grunewald

SUBJECT: A resolution fixing a time for a Public Hearing for the owner, his agent, any lienholders of record, and any occupants of the structure located at 413 S. Cherry Street, Olathe, Johnson County, Kansas to appear and show cause why such structure should not be condemned as unsafe or dangerous and ordered repaired or demolished.

TITLE:

Consideration of Resolution No. 24-1033 fixing a date and time for a public hearing regarding the structure at 413 S. Cherry Street.

SUMMARY:

The home at 413 S. Cherry Street was significantly damaged by a fire in 2012 and has been unoccupied since then. The structure has several holes in the roof, has shifted off of its foundation, and is showing signs of collapsing. It presents an imminent danger to the neighborhood and violates several provisions the Olathe Municipal Code. The owner refuses to abate the danger. The Chief Building Official prepared findings based on a structural engineer's interior inspection of the structure (**Attachment A**). Staff is requesting that the City Council adopt a resolution setting a public hearing regarding the imminent danger posed by this dangerous structure (**Attachment B**).

Background

Since the fire in 2012, the property has not had electric, gas, or water utility services. No electric power can be provided to the property until significant repairs are made to the electrical service and wiring throughout the structure.

In early 2023, the City cited the owner, Loren Brownlee Jr., for violations of the Olathe Municipal Code regarding property maintenance (Chapter 15.22) and creating a health and safety nuisance (Chapter 6.06). These citations resulted in two separate Codes Docket cases in Olathe Municipal Court. Case No. 23V102705 cited the owner for inoperable vehicles and unsanitary debris in the yard. Case No. 23V102706 cited the owner for a small, dilapidated detached one-car garage which was full of junk, attracting pests, and in danger of collapsing. The owner refused to appear and in Municipal Court and failed to make any house repairs, remove or repair the garage, or clean up the yard. The Municipal Court set both cases for trial on March 6, 2023, and the owner failed to appear. The Municipal Court issued bench warrants for the owner.

Based on the continued health and safety violations, staff pursued the civil abatement process to remove the exterior hazards from the property. In mid-March 2023, staff provided the proper legal notice under Chapter 6 of the Olathe Municipal Code that the owner's failure to act within 10 days would authorize the City to complete the abatement and assess the City's abatement costs the property. The owner failed to remove the vehicles and debris and failed to repair or remove the

detached garage to make it safe. On March 27, 2023, City staff met the owner at the property and explained that the City was removing the junk and debris and demolishing the garage, and the owner acknowledged and agreed to cooperate with the City's abatement. The City's contractors removed the junk and debris and demolished the garage, and those costs (approximately \$6,000) have now been assessed to the property as a portion of the real estate taxes assessed and collected by Johnson County.

The Codes Docket cases were continued until June 2023. On June 15, the owner appeared in Municipal Court. In Case No. 23V102706 (dilapidated garage and exterior junk), the City dismissed the case because the City had already abated the violations by demolishing the garage and removing all of the junk and inoperable vehicles. In Case No. 23V102705 (house violations), the owner pled guilty and was assessed a fine of \$250 which was suspended for 12 months provided the owner came into compliance and had no further violations. The owner has continued to fail to make any repairs. The City filed a motion to impose the fine, which the Municipal Court granted, and the owner has never paid the fine.

Based on the concern over the structural stability of the house, in June 2023, City staff requested that the owner grant the City interior access. The owner refused, so staff filed a request with the Johnson County District Court for an administrative search warrant to gain entry. The District Court granted the administrative warrant on August 16, 2023, and staff entered the property on August 17, 2023. Unfortunately, the interior was so full of material, including trash and debris, that a full structural examination was impossible.

In September 2023, staff prepared a new Violation Notice for a multitude of property maintenance violations (Chapter 15.22) based on the limited interior inspection. These violations, which remain uncorrected as of today, include foundation cracking, electrical hazards, and unsanitary conditions in the property which attract pests.

Staff returned to the Johnson County District Court to request a second administrative search warrant for the structure's interior, which was granted on May 30, 2024. To ensure a successful inspection and structural evaluation, City staff contracted in advance for a structural engineer to conduct the inspection and prepare a written structural evaluation and for a junk removal contractor to temporarily remove items from the house as needed so that the engineer could gain sufficient access to evaluate the structure. The second warrant was executed on site on May 31, 2024, and the engineer successfully completed the interior and structural inspection.

Current Conditions

The structural engineer's report (**Attachment A**) made the following findings:

- The front entrance is boarded up and many windows have been painted over.
- The foundation mortar joints have cracking which indicates foundation movement.
- A portion of the floor is bowing so significantly that it appears that some parts of the house framing are now resting on the ground instead of the foundation.
- In the dining room, both the ceiling above the northwest corner and the floor in the southeast corner are caving downward and are at risk of collapse.
- The roof structure along the south wall of the house is significantly decayed and will continue

MEETING DATE: 7/16/2024

to deteriorate due to continued exposure.

The engineer concluded that the house is structurally unsafe because it is partially collapsed and portions lack necessary support of the ground. Based on the report, the Chief Building Official has determined that the building is unsafe and dangerous.

This agenda item is the first step in the process authorized by K.S.A. 12-1750 *et seq.* for the City Council to order demolition or repair, and, if needed eventually, for the City to demolish or repair and assess the costs to the property.

Attachment B is a resolution setting a public hearing for September 3, 2024, to allow the owner and any lienholders to show cause why the City should not declare the structure unsafe and order the owner to demolish or repair the structure within a reasonable time. The owner's failure to act by the deadline set by the governing body would allow the City to repair or raze the structure and to assess the costs against the property.

Staff recommends that the City Council set the Public Hearing and direct staff to provide notice as required by law.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Resolution No. 24-1033 fixing a date and time for a public hearing regarding the structure at 413 S. Cherry Street.

ATTACHMENT(S):

- A. Statement of Unsafe and Dangerous Structure 413 S Cherry St
- B. Resolution 24-1033 unsafe structure hearing 413 S Cherry St

**STATEMENT OF UNSAFE OR DANGEROUS STRUCTURE (K.S.A. 12-1750)
LOCATED AT 413 SOUTH CHERRY STREET, OLATHE, KANSAS**

TO: The Governing Body of The City of Olathe, Kansas
FROM: Ryan Arter, Chief Building Official

I have inspected the address listed above and make the following findings:

1. The property at 413 South Cherry Street, Olathe, Kansas, 66061 is legally described as: Lot 11 and the North 20 feet of Lot 12 Block 77, City of Olathe, a subdivision in the City of Olathe, Johnson County, Kansas.
2. The record owner of the property is:

Loren Emerson Brownlee, Jr.
413 S. Cherry St.
Olathe, KS 66061
3. The property is described as follows: A one-story home is located on the property. On July 12, 2012, a house fire in the northeast corner destroyed the exterior wall and interior ceiling structure of the living room area of the home. The Olathe Fire Department installed temporary shoring to strengthen the structure, and removed the front entry door and windows affected by the fire - which was replaced with siding and boarded up. Since that time, the structure has been uninhabitable and not repaired or maintained. The structure now has several open areas in the roof, leaving portions of the interior of the house open to the elements. The rear window of the house is boarded up, and the exterior of the home is in disrepair.

The City hired a structural engineer to inspect the property and prepare a formal report evaluating the structural condition of the property. The report is attached. The engineer concluded that the building meets the applicable definition of “unsafe”, which is the definition in the International Existing Building Code, which has been adopted as part of the Olathe Municipal Code. Specifically, the engineer concluded that some observed structural deficiencies “constitute a partial collapse or lacking necessary support of the ground.” (Page 3).

4. The area is zoned R-2.
5. The adjacent land use consists of single-family homes to the north, east and south, with a commercial parcel adjacent to the west.
6. No repairs or work towards demolition of the structure have taken place since the fire on July 12, 2012. The structure has remained unrepaired for more than 11 years and is in a continual deteriorating condition.

Finding and Recommendation: It is my opinion that the building is so dilapidated and unsafe that it: 1) produces blighting influence on the surrounding property; 2) has become an attractive nuisance for rodents, pests and other animals; 3) remains a fire hazard if power should ever be restored to the property; 4) presents a health and safety threat to the neighboring properties and

ATTACHMENT A

the community; and 5) is uninhabitable. Pursuant to K.S.A. 12-1750, I find that the structure is both unsafe and dangerous.

Dated this 11th day of July 2024.

A handwritten signature in black ink, appearing to read "Ryan W. Arter". The signature is written in a cursive style with a long horizontal stroke at the end.

Ryan Arter, Chief Building Official



June 14, 2024

Lindsay Jarrett
City of Olathe, KS
100 E Santa Fe St
Olathe, KS 66061

Re: Structural Condition Assessment
413 S Cherry St
Olathe, KS 66061

Introduction

The purpose of the assessment is to determine the current structural condition of the house at the above address including the following:

- Determine current conditions & deficiencies
 - Categorize deficiencies as life safety, performance, or serviceability issues
- Planning for maintenance, repair, and/or budgeting
- Identifying areas of Distress, Failure, or Damage

The scope of the investigation includes the following:

- Preliminary Assessment of the entire house
 - Field evaluation of existing conditions
 - Identification of problem areas

Methods and Techniques

- Field evaluation tools & techniques
 - Visual inspection
- Imaging techniques
 - Photography
- Drawings and Sketches

The following is based on visual, non-destructive observation of the building only. No attempt was made to check structural components that were not readily visible or accessible. Many areas of the house were not directly observable due to the large number of items being stored in the house. It should be noted that certain assumptions and or conclusions must be drawn in a report of this nature, and that, it may be the case that additional structural issues could arise if further evidence were revealed through a more intrusive investigation. This report is intended to provide an overview of the existing conditions only, and no warranties or guarantees shall be implied.

Description of Structure

General Description

The residence observed is a small single-story wood-framed single-family home supported by a concrete masonry unit (CMU) foundation enclosing a crawl space below the first-floor framing. The exterior of the home is clad in vinyl lap siding, the interior of the home is clad in gypsum board finishes, and the roof covering is 3-tab asphalt shingles. For the purposes of this report, the front of the home is the east elevation.



History

According to Johnson County records, the house was built in 1920. It appears that, based on an observed roof overlay, the bathroom and bedroom at the southwest corner of the residence are an addition to the home.

According to the Olathe building official on-site at the time of the observation, a fire damaged the east exterior walls of the residence from the northeast corner wrapping around the westward jog in the east wall until the wall turns back to the south.

Existing Data Collected

No existing drawings or reports were provided as part of this assessment. All background information was provided verbally on-site at the time of the observation by city building department staff.

Site Observations

Overview

Generally, the house was observed to be in a state of disrepair. The front entry is boarded up, many of the windows have been painted over, the siding is dirty, the landscaping is overgrown, and the roof has been patched in several locations with patch shingles overlaid on the previous layer. The CMU foundation mortar joints were observed to have stepped cracking indicative of foundation movement. (Ref general photos in Appendix A)

The majority of the interior of the house is crowded with the homeowner's possessions that are, in some areas, piled to head height. The density of the contents of the house was very limiting in observing the kitchen, rear entry room, dining room, southeast bedroom, and southwest bedroom. Some of the contents had been removed before Apex's arrival on-site to allow for some visibility of the floor's surface. (Ref photos 1-4)

Crawl Space

Access to the crawl space was limited to two narrow openings on the east side of the house. Entrance was not possible due to the narrow height of the openings, but a limited visible inspection was performed. (Ref photos 5 & 6) The observable structure was recorded on the sketches found at the end of Appendix A.

The floor framing in the northeast wing of the house was composed of 2x8 joists at 24" OC with a dropped beam at mid-span supported periodically by small steel pipe columns. The beam was not visible due to a smaller diameter pipe being located in front of it. It appears that the beam is composed of built-up 2x4s. It's not clear whether or not the pipe columns are supported on footings. To the west, a rectangular duct blocks visibility of the west half of the framing, but it can be seen that the south ends of the joists are discontinuous and that to the west of the jog in the east wall it's unclear whether or not the joists are supported by a beam. The remnants of an old stone foundation appear to be left behind. It's unclear whether or not those stones remain in service as part of the foundation. (Ref photos 7 & 8)

Through the southmost crawl space opening it can be seen that the joists span east to west and the near span is supported by a flush beam in the floor system. Past the flush beam, the floor framing was difficult to observe. More stone remnants are visible. Adjustable metal jacks can be seen throughout this wing of the residence supporting individual joists. The jacks may be supported by small foundation elements. (Ref photos 9 & 10)



Interior Observations

Reference Appendix A for all specific interior observations. The observation numbers are associated with a numerical dot on the sketches included at the end of the appendix to locate the observation in space. The photos in the appendix may be clicked on when viewed in PDF form for an enlarged image.

Discussion

Section 115 of the 2018 International Existing Building Code (IEBC) provides guidance regarding unsafe buildings and equipment. Section 115.1 states:

Buildings, structures or equipment that are or hereafter become *unsafe*, shall be taken down, removed or made safe as the *code official* deems necessary as provided for in this code.

IEBC section 202 defines *unsafe* in the following way:

Buildings, structures or equipment that are unsanitary, or that are deficient due to inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or in which the structure or individual structural members meet the definition of "*Dangerous*," or that are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance shall be deemed unsafe. A vacant structure that is not secured against entry shall be deemed unsafe.

Section 202 further defines *Dangerous* in the following way:

Any building, structure or portion thereof that meets any of the conditions described below shall be deemed dangerous:

1. The building or structure has collapsed, has partially collapsed, has moved off its foundation, or lacks the necessary support of the ground.
2. There exists a significant risk of collapse, detachment or dislodgement of any portion, member, appurtenance or ornamentation of the building or structure under service loads.

The residence observed has the conditions described in the definition of unsafe throughout the building. The contents of the building are both unsanitary and along with the boarded up front entrance a hinderance to egress. The building does not have active electrical services to run lights and HVAC equipment to provide proper lighting and ventilation.

Some of the structural deficiencies identified in the Observations section (including Appendix A) above constitute partial collapse or lacking necessary support of the ground. The deflection observed in the floor framing in the southwest bedroom appears to be significant enough that the framing members may have collapsed into the crawl space and rested on the grade below. The structure near the center of the house, as viewed from the crawl space access locations, does not appear to have a complete load path, and some of the members appear to have been modified in a way that alters the load path.

The ceiling above the northwest corner of the dining room that is deflecting downward significantly appears to be at risk of collapse along with the floor in the southeast corner of the dining room that is deflecting downward.



The roof structure along the south wall of the house is significantly decayed and will continue to deteriorate due to continued exposure.

Conclusions & Recommendations

It is the opinion of this firm that the residence observed meets the IEBC definitions of unsafe and has structural members that meet the definition of dangerous. Accordingly, the building shall be either taken down or made safe per section 115.1 of the IEBC.

In order to make the building safe, significant repairs would be required to address the deficiencies outlined in the Observations section of this report along with any that are uncovered during a detailed structural assessment. Additionally, repairs to other systems including plumbing, electrical, HVAC, and finishes would be required.

According to Johnson County Tax records, the appraised value of the property in 2024 is \$116,200, and the size of the residence is 960 ft². If examined on a square foot basis, the house is valued at \$121/ft². This value does not likely consider the condition of the home. The actual value given its condition may likely be much lower. Assuming a modest 20% reduction in value due to the condition of the residence the value would be approximately \$97/ft².

According to United States Census Bureau data, the median size and cost of a new single-family home are 2233 ft² and \$400,700 respectively. If examined on a square foot basis, the median cost is approximately \$180/ft². The costs associated with major repairs tend to be higher than those of new construction due to the added difficulties of interfacing with existing surrounding structural components. Even if the repairs were able to be made at a cost per square foot well below the median cost of single-family residential construction, it seems unlikely to make financial sense to repair the residence.

If repairs are to be made to the building, they shall be performed according to a set of repair drawings designed by a qualified architect and engineer. To ensure that the building is not allowed to deteriorate further due to continued decay, a reasonable timeline for repairs to be permitted and begun is within a year of the date of this report. During the time in which repairs are under design and awaiting approval, the building shall remain unoccupied, and access shall be limited.

If it is deemed that repairs are not financially practical, then the structure shall be demolished per IEBC section 115.1.

Please call if Apex Engineers, Inc. can be of further assistance.



LIMITATIONS

The scope of our services includes only those items specifically addressed herein. All other items are outside the scope of this inspection; including but not limited to, any environmental assessment (such as, but not limited to mold, mildew, presence of hazardous or toxic materials in the soil, surface water, groundwater, etc.).

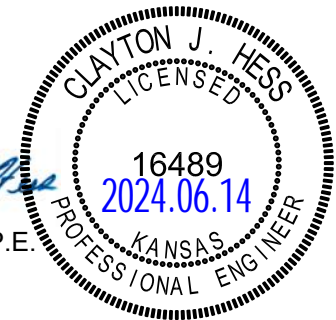
Absolute causes and/or conclusions cannot be guaranteed with this report and/or with an inspection of this nature. Apex Engineers, Inc. has performed our services in a manner consistent with the standard of care and skill ordinarily exercised by firms of our type practicing under similar conditions at this time and locality.

This report is intended for the confidential and exclusive use of Apex Engineers, Inc.'s client. No other person or company is authorized to use this report for any purpose without Apex Engineers, Inc.'s client permission. Without exception, this report will expire 180 days from the date of issuance.

Best Regards,
Apex Engineers, Inc.

Daniel W Meyer P.E.
Project Manager

Clayton J. Hess, P.E.
Principal



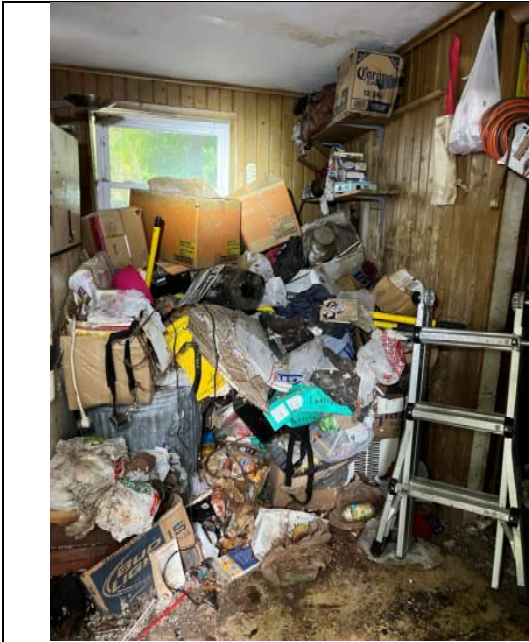


Photo 1: Contents of the residence



Photo 2: Contents of the residence

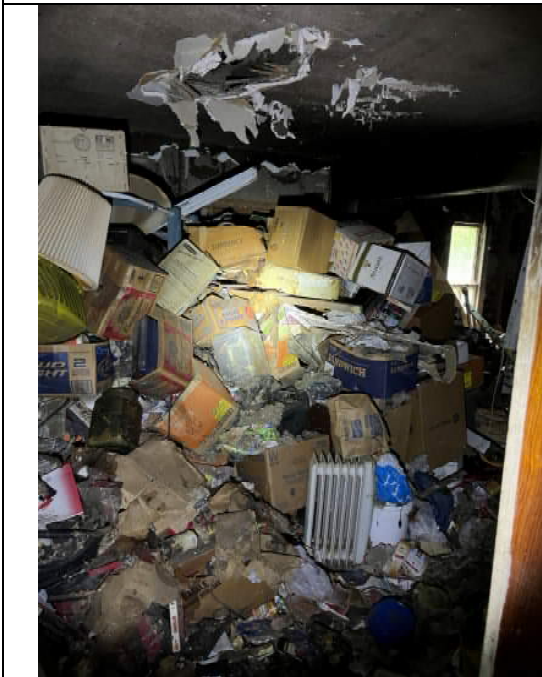


Photo 3: Contents of the residence



Photo 4: Contents of the residence



Photo 5: Crawl space access



Photo 6: Crawl space access



Photo 7: Northeast wing framing. Note the beam and short post



Photo 8: Unsupported floor joists ends



Photo 9: Southeast wing framing. Note the flush beam, stone remnants, and jack post



Photo 10: Jack posts, unsupported joists from an alternative angle, and a cut joist



ATTACHMENT A

Wednesday, Jun 12, 2024
413 S Cherry St Olathe, KS
66061
1 of 8

Appendix A: Site Observations

General Information

Engineer
Dan Meyer

Address
413 S Cherry St Olathe, KS 66061

Client
City of Olathe

Transactional Status
Staying

Residence Information

Direction of the Front Door
East

Year Built
1920

Number of Stories Above Grade
Single

Framing Material
Wood

Foundation Type
Crawl Space

Foundation Material
CMU

Photos





ATTACHMENT A

Wednesday, Jun 12, 2024
413 S Cherry St Olathe, KS
66061
2 of 8

Photos







ATTACHMENT A

Wednesday, Jun 12, 2024
 413 S Cherry St Olathe, KS
 66061
 3 of 8






Interior Wall & Floor Framing Observations

Number	Floor	Unknown	Description	Photos
1	First		The wall framing in the clouded area has been repaired due to fire damage, according to an Olathe building official.	  
2			The gypsum board ceiling has collapsed in the clouded area leaving the top side of the floor covered in gypsum board and insulation. The ceiling and roof framing is visible in this area and appears to be mostly intact and was spared any major fire damage. No charring was observed in the members. Some older previous repairs were observed and appear to have been done to address fungal decay in several of the rafters and roof sheathing.	

ATTACHMENT A

Wednesday, Jun 12, 2024
 413 S Cherry St Olathe, KS
 66061
 4 of 8



Number	Floor	Unknown	Description	Photos
				
3	First		<p>The ceiling within the clouded area has a visible downward sag. The roof framing above was not able to be viewed due to the contents of the home.</p>	
4	First		<p>A hole in both the roof and ceiling framing was observed in the clouded area. Decaying ceiling and wall framing was observed around the opening. The surface of the floor below was observed to be wet and covered with organic material below the opening.</p>	



ATTACHMENT A



Wednesday, Jun 12, 2024
413 S Cherry St Olathe, KS
66061
5 of 8

Number	Floor	Unknown	Description	Photos
				



ATTACHMENT A





Wednesday, Jun 12, 2024
 413 S Cherry St Olathe, KS
 66061
 6 of 8

Number	Floor	Unknown	Description	Photos
5			<p>A hole was observed in the ceiling in the clouded area. Some of the rafters were observed to be decayed, but a hole in the roof wasn't able to be observed directly because the floor in the area directly below the hole did not appear to be safe to access.</p>	
6			<p>A hole was observed in the ceiling in the clouded area. Some of the rafters were observed to be decayed, but a hole in the roof wasn't able to be observed directly because the floor in the area directly below the hole did not appear to be safe to access.</p>	

ATTACHMENT A

Wednesday, Jun 12, 2024
 413 S Cherry St Olathe, KS
 66061
 7 of 8



Number	Floor	Unknown	Description	Photos
7	First		The first floor framing in this area is visibly, significantly deflected downward. The contents of the house obscure the the floor to the north of the area making the full extent of the deflection unclear.	
8			The floor in the clouded area below the partition wall between the bathroom and southwest bedroom is substantially deflected and may be reasonably consider to have effectively collapsed down into the crawl space below. A large gap of 6" or more was observed below the partition separating the two rooms and the top of the floor's surface. The floor within the southwest bedroom was only visible at the east end of the room. The floor's surface to the west was obscured by the contents of the house.	  



ATTACHMENT A

Wednesday, Jun 12, 2024
413 S Cherry St Olathe, KS
66061
8 of 8

Number	Floor	Unknown	Description	Photos
				

RESOLUTION NO. 24-1033

A RESOLUTION PURSUANT TO K.S.A. 12-1750, ET SEQ., FIXING A TIME AND PLACE AT WHICH THE OWNER, THE OWNER'S AGENT, ANY LIENHOLDERS OF RECORD AND ANY OCCUPANT OF THE STRUCTURE LOCATED ON LOT 11 AND THE NORTH 20 FEET OF LOT 12, BLOCK 77, CITY OF OLATHE, JOHNSON COUNTY, KANSAS, ALSO KNOWN AS 413 S. CHERRY STREET, OLATHE, JOHNSON COUNTY, KANSAS MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AS UNSAFE OR DANGEROUS AND ORDERED REPAIRED OR DEMOLISHED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: The Governing Body of the City Olathe, Kansas, hereby acknowledges receipt of the written statement by the Enforcing Officer filed with the Governing Body on July 12, 2024, describing the unsafe or dangerous conditions of the structure located at the property described below.

SECTION TWO: That a hearing will be held on the 3rd day of September 2024, before the Governing Body of the City at 7:00 p.m., in the City Council Chamber of Olathe City Hall, at which time the owner, his agent, any lienholders of record, and any occupants of the structure located at Lot 11 and the North 20 feet of Lot 12, Block 77, City of Olathe, Johnson County, Kansas, also known as 413 S. Cherry Street, Olathe, Johnson County, Kansas may appear and show cause why such structure should not be condemned as unsafe or dangerous and ordered repaired or demolished.

SECTION THREE: The City Clerk is directed to cause a copy of the Resolution to be published and to give notice of the hearing, all in the manner provided by law.

ADOPTED by the Governing Body this _____ day of _____, 20____.

SIGNED by the Mayor this _____ day of _____, 20____.

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Quality of Life

STAFF CONTACT: Mike Sirna/Emily Diehl

SUBJECT: Consideration and Approval of the 2025 Community Development Block Grant (CDBG) funding recommendations.

TITLE:

Consideration and Approval of the 2025 Community Development Block Grant (CDBG) funding recommendations.

SUMMARY:

The City of Olathe has a long standing cooperative agreement with Johnson County for receiving CDBG funds. As a result of the agreement, the City of Olathe receives 41% of the County's CDBG funds. The projected 2025 allocation is estimated to be \$481,750.00.

The City of Olathe and Johnson County utilize the same CDBG application, guidelines, and procedures. Olathe is responsible for advertising CDBG grant funding availability, conducting a public hearing, overseeing the Olathe application and review process, and making funding recommendations. Olathe received 11 grant applications for 2025, requesting a total of \$2,454,800.00. After an initial desk review for eligibility, eligible applicants were given the opportunity to present the proposals to a rating team on June 20th, 2024.

Recommendations from the rating team:

Public Service (*total of Public Service funding may not exceed 15% of the federal allocation*):

- El Centro, Rent and Utility Assistance: \$25,631.25
- Catholic Charities, Rent and Utility Assistance: \$25,631.25
- Olathe Parks and Recreation, Childcare Scholarships: \$15,000.00
- Johnson County Parks and Recreation District, Childcare Assistance: \$6,000

Housing:

- Olathe Housing Authority, Scattered Sites Mechanical Systems Upgrades: \$108,930.00
- Olathe Community Enhancement, Full-time Community Enhancement Officer: \$100,000
- Olathe Housing Rehab, Project Funding: \$100,000.00
- Olathe Housing Rehab, Administration: \$80,557.50
- Friends of JCDS, Accessibility Modifications to Olathe Home on Edgemere: \$20,000.00

Contingencies:

If additional funds are allocated by the federal government, the rating team recommends:

- Public Service: equal increase between El Centro and Catholic Charities up to 15% Public Service cap.
- Housing: Remaining funding split 50%/50% between Olathe Housing Authority and the Olathe

MEETING DATE: 7/16/2024

Housing Rehab Project Funding.

If funds are reduced by the federal government, the rating team recommends:

- Public Service: equal decrease between El Centro and Catholic Charities down to the 15% Public Service cap.
- Housing: remaining decrease equally applied for all housing projects.

FINANCIAL IMPACT:

Approximately \$481,750.00 in federal funds are being made available to Olathe to address public improvements, housing services, community development, and public services that benefit low- to moderate-income persons living in Olathe.

ACTION NEEDED:

Approval of the 2025 Community Development Block Grant (CDBG) funding recommendations.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Quality of Life

STAFF CONTACT: Mike Sirna/Emily Diehl

SUBJECT: Consideration and Approval of Amendment No. 2 to the 2003 Cooperation Agreement with Johnson County for the purpose of renewing participation in the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.

TITLE:

Consideration and Approval of Amendment No. 2 to the 2003 Cooperation Agreement with Johnson County for the purpose of renewing participation in the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.

SUMMARY:

The City of Olathe has a long-standing Cooperative Agreement with Johnson County, ensuring the City's eligibility for Community Development Block Grant (CDBG) and Home Investment Partnership programs through the County. Document #1 amends the Cooperation Agreement between Johnson County and the City, for participation in the Urban County.

This amendment includes the following additions to provisions V (B) and VII, as required for compliance through the Department of Housing and Urban Development:

- Instructions for terminating the Cooperation Agreement if the participating City wishes to be excluded from the Urban County's Entitlement Program.
 - References to the relevant Code of Federal Regulations citations.
 - Incorporation of Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1974, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968.
-

FINANCIAL IMPACT:

Approximately \$640,000 from CDBG and HOME are invested in the City of Olathe annually.

ACTION NEEDED:

Approval of the Amendment No. 2 to the 2003 Cooperation Agreement with Johnson County for the purpose of renewing participation in the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.

ATTACHMENT(S):

- A. Cooperation Agreement Amendment No. 2
 - B. Cooperation Agreement
-

**AMENDMENT #2 TO CDBG AND HOME COOPERATION AGREEMENT –
PARTICIPATION IN THE JOHNSON COUNTY URBAN COUNTY AND THE
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT
PARTNERSHIPS PROGRAMS DATED JUNE 5, 2003**

THIS SECOND AMENDMENT to the Cooperation Agreement – Participation in the Johnson County Urban County and Community Development Block Grant (“CDBG”) and HOME Investment Partnerships (“HOME”) dated June 5, 2003 for Federal Fiscal Years 2004-2006, as amended on June 25, 2015 (the “Agreement”), is entered the date of last signature below (the “Effective Date”) by and between the Board of County Commissioners of Johnson County, Kansas, by and through the Planning, Housing, and Community Development Department, a body corporate and political subdivision of the State of Kansas (“County”) and the City of Olathe (“City”) (collectively, the “Parties”).

RECITALS

- A.** Johnson County, as Lead Entity for the Johnson County Urban County, has entered into a Cooperation Agreement with the City’s for participation in the CDBG and HOME programs.
- B.** On May 6, 2024, the U.S. Department of Housing and Urban Development (“HUD”) issued CPD Notice 24-02 Instructions for Urban County Qualifications for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2025-27 (the “Urban County Notice”).
- C.** The Urban County Notice requires that subrecipient agreements comply with the federal laws and regulations specified in HUD’s Urban County Notice.
- D.** The Urban County Notice also recommends including a provision that if a party elects to terminate the Agreement at a new qualification period, the terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD’s Urban County Qualification Notice.
- E.** The Parties wish to amend their Agreement to address these two points.

In consideration of the above, the Parties agree to amend the Cooperation Agreement as follows:

- 1.0 Section V(B) of the Cooperation Agreement is amended to add additional language. The new language is in *italics*. Amended Section V(B) shall be and read as follows:

By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. *The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice.*

- 2.0 Section VII of the Cooperation Agreement is amended to add additional language. The Cooperation Agreement is amended to add additional language to VII. Language to be deleted is ~~struck out~~. New language is in *italics*. Amended Section VII shall be and read as follows:

The COUNTY and CITY agree to take all required actions necessary to assure compliance with the COUNTY's urban county certification ~~required by and:~~

- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, ~~including~~
- Title VI of the Civil Rights Act of 1964, as amended, *(and the implementing regulations at 24 CFR Part 1)*;
- the Fair Housing Act, *(Title VIII of the Civil Rights Act of 1968)*, and *the implementing regulations at 24 CFR Part 100 and the duty to affirmatively further fair housing*;
- Section 109 of Title I of the Housing and Community Development Act of 1974 *and the implementing regulations at 24 CFR Part 6, which incorporates:*
 - *Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;*
 - *Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35;*
 - *the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; and*
 - *Section 3 of the Housing and Urban Development Act of 1968, and*
- All other applicable laws.

3.0 All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Parties have caused their duly authorized representatives to execute the above and foregoing Amendment to the Agreement on the date of last signature below.

**BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY KANSAS THROUGH
THE DEPARTMENT OF PLANNING,
HOUSING, AND COMMUNITY
DEVELOPMENT**

CITY OF OLATHE

Printed Name: John Bacon
Title: Mayor

Date: _____

Jay C. Leipzig, Director of Planning,
Housing, and Community Development

Date: _____

ATTEST:

ATTEST:

Lynda Sader, Deputy County Clerk

Brenda Swearingian, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM



Betsey Lasister, Ass't County Counselor

Ron Shaver, City Attorney

COOPERATION AGREEMENT

A COOPERATION AGREEMENT BETWEEN THE CITY OF OLATHE, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, FOR THE PURPOSE OF RENEWING PARTICIPATION IN THE JOHNSON COUNTY URBAN COUNTY FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS BEGINNING WITH FEDERAL FISCAL YEARS 2004, 2005, 2006.

THIS AGREEMENT is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS**, hereinafter referred to as "COUNTY" and the **CITY OF OLATHE, KANSAS**, hereinafter referred to as "CITY", each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety and welfare to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", has determined that the COUNTY is eligible to conduct essential community development and housing assistance activities and qualify for an entitlement Community Development Block Grant as an urban county beginning with Federal Fiscal Years 2004, 2005, 2006; and

WHEREAS, the CITY is a unit of general local government located within the COUNTY and desires to be eligible for participation in the COUNTY's Community Development Block Grant, hereinafter referred to as "CDBG Program" and HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", during the COUNTY's urban county qualification period; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorizes the parties hereto to cooperate in such governmental undertaking; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid public purpose and undertaking as authorized and provided for by K.S.A. 12-2908, and amendments thereto; and

WHEREAS, the governing body of the CITY did approve and authorize its mayor to execute this agreement by official action of said governing body on the 15TH of APRIL, 2003; and

WHEREAS, the governing body of the COUNTY did approve and authorize its chairman to execute this Agreement by official action of said governing body on the 5 of JUNE, 2003.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for the other good and valuable considerations, the parties hereto agree as follows:

I. PURPOSE

The COUNTY and CITY hereby expressly agree that the purpose of this Agreement is to cooperate to undertake, or assist in undertaking, essential community revitalization and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, funded from annual CDBG Program and HOME Program appropriations for the federal fiscal years for which the COUNTY qualifies for entitlement as an urban county and from any program income generated from the expenditure of such funds.

II. URBAN COUNTY QUALIFICATION

The COUNTY and CITY acknowledge that HUD has notified the COUNTY that:

- A. The COUNTY may qualify for "urban county status" under the CDBG Program of the Housing and Community Development Act of 1974 (ACT), as amended, and the HOME Program authorized by Title II of the Cranston-Gonzales National Affordable Housing Act (ACT) of 1990 (42 U.S.C. 12701 et seq.); and
- B. That such qualification would make the COUNTY eligible to receive a CDBG Program and HOME Program entitlement under these ACTS for the triennial federal fiscal period beginning Federal Fiscal Years 2004, 2005, 2006.

III. NOTIFICATION OF ELIGIBILITY

The CITY represents that the COUNTY has notified the CITY, in writing, of its intention to seek qualification for CDBG Program and HOME Program entitlement funding as an urban county; and that such notification advised the City:

- A. That the CITY was eligible to elect to have its population excluded from that of the urban county for the purposes of the CDBG Program and HOME Program; and
- B. That the CITY's election or failure to make an election shall be effective for the full three year period for which the COUNTY qualifies to receive a CDBG Program and HOME Program entitlement as an urban county under the ACTS; and
- C. That the CITY, in becoming part of the urban county, would not be eligible to apply for grants under the HUD-Administered Small Cities or State CDBG programs while the CITY is a part of the urban county; and
- D. That the CITY, in becoming a part of the urban county, automatically participates in the HOME Program if the urban county receives HOME Program funding, although this

does not preclude the urban county or a unit of local government within the urban county from applying for State HOME funds.

IV. PERIOD OF QUALIFICATION

- A. The COUNTY and CITY acknowledge that the COUNTY's qualification by HUD as an urban county shall remain effective for three (3) consecutive Federal Fiscal years, 2004, 2005, 2006, regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, except as otherwise provided by 24 C.F.R. Part 570.307(f).
- B. The COUNTY and CITY acknowledge that, for grant calculation purposes, during the period of urban county qualification, the CITY, as an included unit of general local government, may not withdraw from the urban county unless the COUNTY does not receive a grant for any year during such period of qualification.
- C. The COUNTY and CITY acknowledge that any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year qualification period.
- D. The CITY further understands and acknowledges that it is ineligible to apply for grants under the HUD-Administered Small Cities or State CDBG Programs during the period in which it is participating with the COUNTY under the CDBG Program of the ACT.
- E. The CITY also understands that it will be a participant in the COUNTY's HOME Program and may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME Program formula allocation. This does not preclude the urban county or a unit of local government participating with the urban county from applying for State HOME Program funds.

- F. The CITY understands and acknowledges that it will continue to be included in the urban county for the urban count's qualification period, even if its population surpasses 50,000 during that period and that it cannot become eligible for an entitlement grant as a metropolitan city while participating in the COUNTY's triennial period of qualification as an urban county under the ACT.

V. AUTOMATIC RENEWAL PROVISION

- A. The COUNTY and CITY agree that this agreement will renew automatically at the end of each three-year qualification period, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period.
- B. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate.
- C. The COUNTY and CITY agree:
1. To adopt any amendment(s) to this Agreement incorporating changes that are necessary to meet HUD requirements for cooperation agreements set forth in any future Urban County Qualification Notice(s) that apply to a subsequent three-year urban county qualification period; and
 2. To submit such amendment(s) to HUD as provided in the applicable Urban County Qualification Notice; and
 3. That failure to comply with these requirements shall void the automatic renewal for such qualification period.

VI. RESPONSIBILITIES

For the duration of this Agreement the COUNTY and CITY agree:

- A. That the COUNTY is authorized to carry out any and all activities which shall receive federal funding from the annual CDBG Program and HOME Program for Federal Fiscal Years 2004, 2005 and 2006, and during each triennial period thereafter, and
- B. That the COUNTY has ultimate responsibility for selecting activities under the CDBG Program and HOME Program, and
- C. That the COUNTY is responsible for annually submitting the Johnson County Consolidated Plan or Annual Action Plan, and all other reports as required by HUD; and
- D. That the COUNTY, as the CDBG grant recipient for the urban county, has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws.

VII. REQUIRED ACTIONS

The COUNTY and CITY agree to take all required actions necessary to assure compliance with the COUNTY's urban county certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and all other applicable laws.

VIII. FAIR HOUSING ACTIVITIES

- A. The COUNTY and CITY acknowledge and agree that the COUNTY and CITY are required to take steps to affirmatively further fair housing.
- B. The COUNTY and CITY acknowledge and agree that urban county CDBG Program and HOME Program funding shall not be permitted or made available for activities in or in

support of the CITY if it is determined that the CITY does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

IX. CIVIL RIGHTS POLICIES

The COUNTY and CITY acknowledge and represent to the other that they have adopted and are enforcing the following policies:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

X. REQUIREMENTS APPLICABLE TO SUBRECIPIENTS

The COUNTY and CITY acknowledge and agree that, pursuant to 24 C.F.R. 570.501(b), the CITY shall be subject to the same requirements applicable to subrecipients, including the requirement for a written agreement as set forth in 24 CFR 570.503.

XI. CONSOLIDATED PLAN

- A. The COUNTY and CITY acknowledge and understand that a Consolidated Plan including a comprehensive affordable housing strategy is required of the COUNTY, as an urban county, and that the Consolidated Plan must be submitted to and approved by HUD.

- B. The COUNTY and CITY agree that neither party, during the period covered by this Agreement, shall obstruct the implementation of the Consolidated Plan as approved by HUD.

XII. DURATION OF AGREEMENT

- A. The COUNTY and CITY acknowledge that this Agreement shall remain in full force and effect for the period beginning with Federal Fiscal Year 2004 until CDBG Program and HOME Program funds and program income received with respect to activities carried out during the three-year qualification period, and any successive periods thereafter, are expended and the funded activities are completed.
- B. The COUNTY and CITY agree that for the duration of each urban county qualification period covered by this Agreement, neither party may terminate, cancel, withdraw from, or, in any way, impair this Agreement.

XIII. LEGAL AUTHORITY

The COUNTY represents that counsel for the COUNTY has reviewed the terms and provisions of this Agreement, and amendments thereto, and that said counsel has determined that the terms and provisions of this Agreement are fully authorized under State law, as provided by K.S.A. 12-2908, as well as local law, and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing, consistent with the CDBG Program and HOME Program.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Cooperation Agreement to be executed in triplicate by their respective and duly authorized officers.

CITY OF OLATHE, KANSAS

MM Gold
Mayor

ATTEST

Debra S Gragg
City Clerk

APPROVED AS TO FORM:

Thomas A. Hines
City Attorney

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Annabeth Surbaugh
Annabeth Surbaugh, Chairman



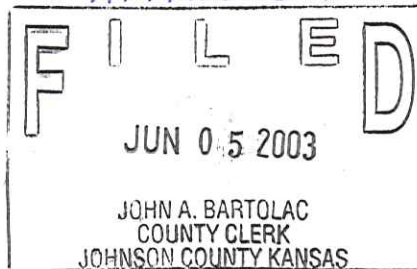
ATTEST:

John A. Bartolac
John A. Bartolac
County Clerk

APPROVED AS TO FORM:

Nicholas Saldan
Nicholas Saldan
Deputy County Counselor

APPROVED 7-0





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy, Community Development

STAFF CONTACT: Nathan Jurey, Senior Planner

SUBJECT: FP24-0013: Final Plat for The Greens at Prairie Highlands, Seventh Plat; Applicant: Matthew Schlicht, Engineering Solutions

TITLE:

Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of The Greens at Prairie Highlands, Seventh Plat (FP24-0013), containing 60 lots on approximately 18.23 acres, located southwest of W. 143rd Street and S. Saint Andrews Avenue. Planning Commission approved the plat 9 to 0.

SUMMARY:

This is a request to accept the dedication of land for public easements and public street right-of-way for the final plat of The Greens at Prairie Highlands, Seventh Plat. The final plat establishes lot lines for 60 lots for a single-family subdivision located southwest of W. 143rd Street and S. Saint Andrews Avenue.

This plat will dedicate utility (U/E) and public utility (PUB/E) easements and additional right-of-way is being dedicated with this plat.

The unplatted area is subject to a street excise tax of \$0.215 per square foot of land area and a traffic signal excise tax of \$0.0037 per square foot of land area.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of land for public easements and public street right-of-way for the final plat of The Greens at Prairie Highlands, Seventh Plat (FP24-0013) (majority vote of the Councilmembers present required).
 2. Reject the dedication of land for public easements and public street right-of-way and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication (majority vote of the Councilmembers present required).
-

ATTACHMENT(S):

- A. Planning Commission Packet
 - B. Planning Commission Minutes
-



STAFF REPORT

Planning Commission Meeting: July 8, 2024

Application:	FP24-0013: Final Plat of The Greens at Prairie Highlands, Seventh Plat
Location:	Southwest of W. 143 rd Street and S. Saint Andrews Avenue
Owner:	Scott Bamesberger, South Summit Homes LLC
Developer:	Curtis Tate, SAB Construction LLC
Engineer:	Matt Schlicht, Engineering Solutions
Staff Contact:	Nathan Jurey, Senior Planner

Site Area:	<u>18.23 ± acres</u>	Proposed Use:	<u>Residential, Single-Family Detached</u>
Lots:	<u>60</u>	Existing Zoning:	<u>R-1 (Residential Single-Family)</u>
Tracts:	<u>0</u>	Density:	<u>3.3 units/acre</u>

1. Introduction

The following application is a final plat for The Greens at Prairie Highlands, Seventh Plat, which will establish lot lines and dedicate public easements and right-of-way for 60 single-family lots.

The subject property was rezoned (RZ-04-90) to the R-1 (Single-Family) District in 1990. In 2000, the original preliminary plat for the Prairie Highlands subdivision was approved with 541 single-family lots (PP00-0004), but later increased to 566 lots in 2007 (PP07-0022). This is Phase 7 of 9 in the Prairie Highlands subdivision, with Phase 8 (FP23-0031) also on this agenda. The final plat is consistent with the approved preliminary plat.

2. Plat Review

- a. **Lots/Tracts** – The final plat includes 60 single-family lots on approximately 18.23 acres. The proposed lots range in size from approximately 8,100 to 18,000 square feet, exceeding the minimum of 7,200 square feet. The lots established by this plat are consistent with the approved preliminary plat.
- b. **Streets/Right-of-Way** – This plat dedicates street right-of-way to connect to the existing Saint Andrews Avenue at three (3) locations as approved by the preliminary plat. Street trees will be provided along all proposed streets per UDO requirements.
- c. **Public Utilities** – The property is located within the City of Olathe water and sanitary sewer service areas. New utility (U/E) and public utility (PUB/E) easements are being dedicated by this plat to serve the development.

- d. **Stormwater Management** – Stormwater detention areas are not required with this final plat as this is part of the regional stormwater detention facilities approved with the Prairie Highlands preliminary plat (PP07-0022).



Aerial view of the subject property outlined in yellow.

3. Staff Recommendation

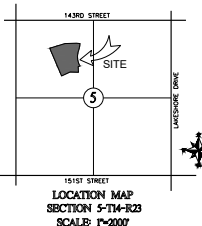
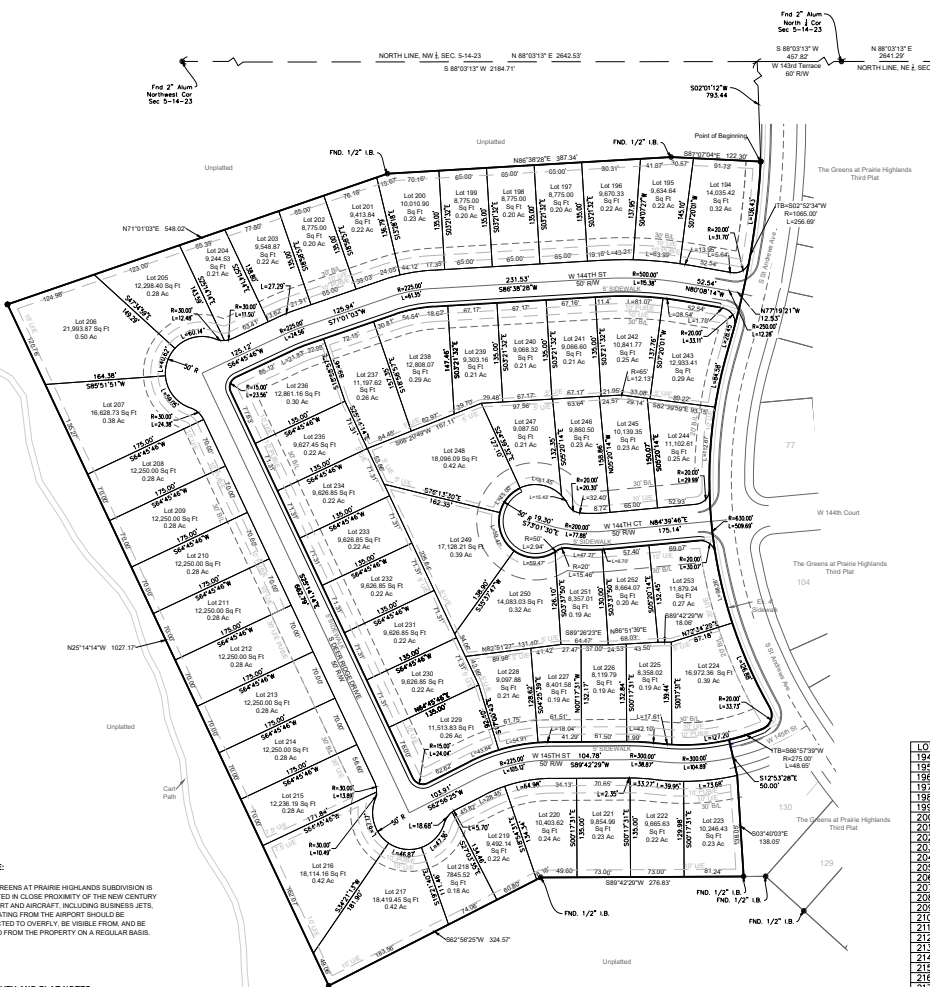
- A. Staff recommends approval of FP24-0013, the final plat of The Greens at Prairie Highlands, Seventh Plat, with no stipulations.

FINAL PLAT

The Greens at Prairie Highlands - Seventh Plat

Lots 194 Thru 253

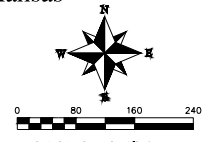
Part of the North 1/2 of Section 5, Township 14, Range 23,
all in the City of Olathe, Johnson County, Kansas



LEGEND

These standard symbols will be found in the drawing.

- Set 5/8" Rebar & Aluminum Cap in Concrete (LS-218)
- Set 1/2" Rebar & Cap in Concrete (LS-218)
- Found 1/2" Rebar & Cap



PLAT BOUNDARY DESCRIPTION

ALL THAT PART OF THE NORTHWEST AND THE NORTHEAST OF SECTION 5, TOWNSHIP 14, RANGE 23, OLATHE, JOHNSON COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, THENCE NORTH 88° 03' 13" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 218.71 FEET; THENCE SOUTH 01° 12' WEST, A DISTANCE OF 794.64 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 02° 34' WEST AND A RADIUS OF 1065.00 FEET; AN ARC DISTANCE OF 266.60 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 50.66 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 210.00 FEET, AN ARC DISTANCE OF 53.73 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 67° 57' WEST AND A RADIUS OF 275.00 FEET; AN ARC DISTANCE OF 48.65 FEET; THENCE SOUTH 17° 53' 28" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 02° 40' EAST, A DISTANCE OF 138.65 FEET; THENCE SOUTH 67° 42' WEST, A DISTANCE OF 276.28 FEET; THENCE SOUTH 62° 52' WEST, A DISTANCE OF 324.57 FEET; THENCE NORTH 52° 14' WEST, A DISTANCE OF 1027.17 FEET; THENCE NORTH 71° 01' EAST, A DISTANCE OF 548.02 FEET; THENCE NORTH 87° 38' EAST, A DISTANCE OF 34.74 FEET; THENCE SOUTH 07° 04' EAST, A DISTANCE OF 122.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 794,310.63 SQUARE FEET (18.23 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY.

DEDICATION:
THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS

"THE GREENS AT PRAIRIE HIGHLANDS - SEVENTH PLAT"

THE UNDERSIGNED PROPRIETORS OF THE PROPERTY SHOWN ON THIS PLAT DO HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THROUGHFARES, ALL PARCELS AND PARTS OF LAND RESICATED ON SAID PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVEWAYS, LANES, ALLEYS, NOT HERETOFORE DEDICATED.

THE UNDERSIGNED PROPRIETORS OF SAID PROPERTY SHOWN ON THIS PLAT DO HEREBY CERTIFY THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR PUBLIC USE AND RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROMISED TO BE DEDICATED FOR PUBLIC WAYS AND THROUGHFARES OR PARTS THEREOF, FOR PUBLIC USE, FROM THE LEASE AND EFFECT OF ANY SPECIAL ASSESSMENTS AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND DEDICATED, SHALL REMAIN ALONE ON THE REMAINDER OF THIS LAND FRONTING AND ADJOINING ON SAID DEDICATED PUBLIC WAY OR THROUGHFARE.

AN EASEMENT OR LICENSE TO ENTER ON LAND, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER LINES, STORM PIPES, SEWER PIPES AND RELATED FACILITIES AND STRUCTURES, AND SIDEWALKS, UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "PUBLIC" OR "PUBLIC UTILITY EASEMENTS" IS HEREBY GRANTED TO THE CITY OF OLATHE, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW FOR SAID PURPOSE.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER, PIPES, POLES, WIRES, SURFACE DRAINAGE FACILITIES, CABLES, ETC., UPON, OVER AND UNDER THESE AREAS OUTLINED HEREON AND DESIGNATED ON THIS PLAT AS "USE" OR "UTILITY EASEMENT".

ALL ABOVE GROUND ELECTRICAL AND/OR TELEPHONE CABINETS SHALL BE PLACED WITHIN THE INTERIOR REAR OR REAR BUILDING SETBACK YARDS; HOWEVER, SUCH UTILITY CABINETS MAY BE PERMITTED WITHIN FRONT OR CORNER SIDE YARDS ADJACENT TO STREET RIGHT-OF-WAY IF SUCH CABINETS ARE SCREENED WITH LANDSCAPE MATERIALS.

RESTRICTIONS:
ALL LOTS, PARCELS TRACTS AND PROPERTIES IN THIS SUBDIVISION SHOWN HEREAFTER BE SUBJECT TO THE DECLARATION OF RESTRICTIONS FOR "THE GREENS AT PRAIRIE HIGHLANDS" WHICH INSTRUMENT IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF JOHNSON COUNTY, KANSAS, AND WHICH SHALL HEREBY BECOME A PART OF THE DEDICATION OF THIS PLAT AS THOUGH FULLY SET FORTH HEREIN.

LOT	AREA (SQ)	LOT	AREA (SQ)
194	14,035.42	224	16,972.38
195	9,634.64	225	8,358.02
196	9,670.33	226	8,119.79
197	8,775.00	227	8,401.58
198	8,775.00	228	9,097.88
199	8,775.00	229	11,513.83
200	10,010.90	230	9,626.85
201	9,413.84	231	9,626.85
202	8,775.00	232	9,626.85
203	9,548.87	233	9,626.85
204	9,244.33	234	9,626.85
205	12,295.40	235	9,626.85
206	21,993.87	236	12,861.16
207	16,628.73	237	11,197.67
208	12,250.00	238	12,862.07
209	12,250.00	239	9,303.16
210	12,250.00	240	9,065.60
211	12,250.00	241	9,065.60
212	12,250.00	242	10,841.77
213	12,250.00	243	12,933.61
214	12,250.00	244	11,102.61
215	12,236.19	245	10,139.45
216	18,114.16	246	9,865.50
217	18,419.45	247	9,087.50
218	7,845.52	248	18,096.09
219	9,492.14	249	17,128.21
220	10,403.62	250	14,083.03
221	9,854.99	251	8,357.01
222	9,665.63	252	8,664.07
223	10,246.43	253	11,879.24
TOTAL ROW AREA	118,000.00 SQ		
TOTAL SITE AREA	794,310.63 SQ		

NOTE:
THE GREENS AT PRAIRIE HIGHLANDS SUBDIVISION IS LOCATED IN CLOSE PROXIMITY OF THE NEW CENTURY AIRPORT AND AIRPORT, INCLUDING BUSINESS JETS, RESULTING FROM THE AIRPORT SHOULD BE EXPECTED TO OVERLY, BE VISIBLE FROM, AND BE HEARD FROM THE PROPERTY ON A REGULAR BASIS.

SURVEY AND PLAT NOTES:

- THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
a) SEMI-PERMANENT MONUMENTS
SET 1/2" REBAR WITH PLASTIC CAP IN CONCRETE MARKED "LS-218" AT ALL REAR LOT CORNERS AND CURBS ARE NOTICED AT THE PROJECTION OF SIDE LOT LINES
b) PERMANENT MONUMENTS
SET 5/8" REBAR WITH ALUMINUM CAP MARKED "LS-218" AT PLAT BOUNDARY CORNERS.
- THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A (SUB)URBAN PROPERTY BOUNDARY SURVEY AS DEFINED BY THE KANSAS STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
- BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF THE GREENS AT PRAIRIE HIGHLANDS, THIRD PLAT.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OR UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY, HOWEVER, THE USER SHALL MAKE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL, OR PUBLIC OWNED.
- THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (A). PROTECTION AREA IS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP NO. 2009100091G, PANEL NO. 01 OF 01, COMMUNITY PANEL NO. 2007130091G EFFECTIVE DATE, AUGUST 3, 2009.
- ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY (BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE 'COVENANTS, CONDITIONS AND RESTRICTIONS' REFER TO THE 'COVENANTS, CONDITIONS AND RESTRICTIONS' ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS.
- INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SUCH CHANGES ARE MADE AND APPROVED BY THE CITY ENGINEER.
- ALL KNOWN APPLICABLE EASEMENTS AND ENCUMBRANCES FOUND IN TITLE REPORT ARE ON THIS PLAT. BASED ON FIELDWORK AND FINAL ENGINEERING DESIGN, THE EXACT LOCATION OF EASEMENTS ARE SUBJECT TO CHANGE PRIOR TO THE PLAT RECORDING.

Areas

Total Site Area 18.23 Acres (794,310.63 sq ft)
Lot Area 15.53 Acres (676,310.54 sq ft)
Proposed Right of Way Area (Site) 2.70 Acres (118,000.00 sq ft)

IN TESTIMONY WHEREOF, SOUTH SUMMIT HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY SCOTT BAMBESBERGER THIS _____ DAY OF 20__.

SOUTH SUMMIT HOMES, LLC
SCOTT BAMBESBERGER, MEMBER

NOTARY CERTIFICATION
STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED SCOTT BAMBESBERGER, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME I DO SAY THAT HE IS A MEMBER OF SOUTH SUMMIT HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND HAS THE FREE AND ACQUAINTED DEED OF SAID COMPANY.

I HAVE HEREIN SET MY HAND AND AFFIXED MY SEAL, THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

APPROVALS:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20__.

CHAIRMAN, WAYNE JANNER

APPROVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20__.

MAYOR JOHN W. BACON DEPUTY CITY CLERK, BRENDA B. SWEARINGEN

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "KANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE KANSAS BOARD OF TECHNICAL PROFESSIONALS AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHALCH, KSPLS 1586
ENGINEERING SOLUTIONS, LLC, NO. CORP. LS 218-D

DATE	BY	REVISIONS

Lots 194 thru 253
 Part of the North 1/2
 Sec. 5, Twp. 14, Rge. 23
 Olathe, Johnson County, Kansas

Final Plat:
 The Greens at Prairie Highlands Seventh Plat

SHEET 5 OF 5
 TOWNSHIP 14
 RANGE 23
 COUNTY JOHNSON
 SECTION 5
 DATE OF PREPARATION
 March 15, 2024
 DRAWN BY
 M. SCHALCH, PLS
 SCALE
 1" = 80'
 ENGINEERING SOLUTIONS
 1586 WEST 15TH STREET
 SUITE 100
 OLAATHE, KANSAS 66061
 PH: 913.251.1586
 WWW.ESOLUTIONS.COM

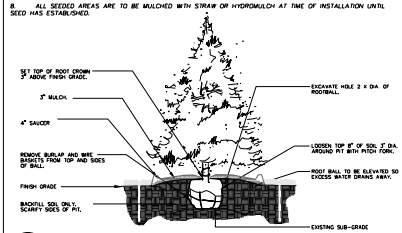
GENERAL LANDSCAPE NOTES:

PLANT MATERIAL

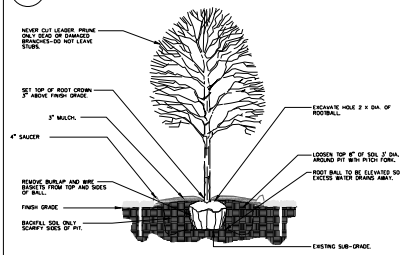
1. ALL PLANT MATERIAL SHALL BE FIRST CLASS REPRESENTATIVES OF SPECIFIED SPECIES, VARIETY OR CULTIVAR, IN HEALTHY CONDITION WITH NORMAL, WELL DEVELOPED BRANCHES AND ROOT PATTERNS. PLANT MATERIAL MUST BE FREE OF OBSTRUCTIVE FEATURES. PLANTS SHALL COMPLY IN ALL APPLICABLE RESPECTS WITH PROPER STANDARDS AS SET FORTH IN THE AMERICAN ASSOCIATION OF NURSERMEN'S "AMERICAN STANDARD OF NURSERY STOCK," 2012, AND 2004.
2. SHRUBS SHALL BE CONTAINER GROWN AND WILL BE FREE OF DISEASE AND PESTS. NO BARE ROOT: ALL PLANTS TO BE MULCHED TO A DEPTH OF 2" WITH DARK BROWN, HARDWOOD MULCH. PLANTING BEDS ARE TO BE FREE OF WEEDS AND GRASS. 2" WITH DARK BROWN, HARDWOOD MULCH. PLANTING BEDS ARE TO BE PLACED IN ACCORDANCE WITH STANDARD TRADE PRACTICES.
3. HOLE AREA FOR TREE TO BE TWICE (2x) THE DIAMETER OF THE ROOT BALL AND ROOT BALL SHALL BE SLOTTED FOR WATER RUN-OFF.
4. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING BY COVERING THEM WITH MOIST MULCH PERIODICALLY. APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING DROUGHTING SEASON, APPLY ANTI-DESICCANT TO LEAVES BEFORE TRANSPORT TO REDUCE THE UNDESIRABLE WINDBURN. REAPPLY ANTI-DESICCANT AFTER PLANTING TO REDUCE TRANSPIRATION REMOVE TIME AND BULBUP FROM ROOT BALLS SOON ON TOP OF CONTAINERS OR BALLS PLANTS TO BE REDUCED TO NO COST TO THE OWNER.
5. IF PLANTING IS COMPLETED, PRUNE MINORALLY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE THE NATURAL HABIT OR SHAPE OF THE PLANT. MAKE CUTS BACK TO BRANCH COLLAR, NOT GULCH. DO NOT PAINT ANY CUTS WITH TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED.
6. GUARANTEE TREES, SHRUBS, OR COVER PLANTS FOR ONE CALENDAR YEAR FOLLOWING PROFESSIONAL ACCEPTANCE OF THE OVERALL PROJECT. DURING THE GUARANTEE PERIOD PLANTS THAT DIE DUE TO NATURAL CAUSES OR THAT ARE UNUSUALLY OR UNUSUALLY IN CONDITION, SHALL BE REPLACED BY THE CONTRACTOR.

LAWN AND TURF AREAS

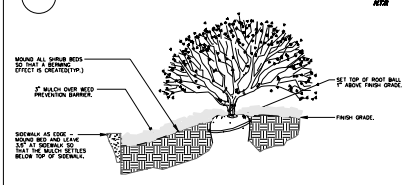
7. ALL LAWN AREAS TO BE SOODED OR SEEDS AS SHOWN ON PLANS. SOO SHALL COMPLY WITH US DEPT. OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT AND EQUAL QUALITY TO STANDARDS FOR CERTIFIED SEED. SOO SHALL BE HEALTHY THICK TURF HAVING UNDERGONE A PROGRAM OF REGULAR FERTILIZING, MOWING, AND WEED CONTROL. SOO AND SOO SHALL BE A TURF-TYPE TALL FESCUE (5 MATS BLEND, SEED BLEND SHALL CONSIST OF THE FOLLOWING:
 - 78-11% TALL FESCUE 90% 10%
 - KENTUCKY BLUEGRASS 10%
8. ALL SEEDS ARE TO BE MULCHED WITH STRAW OR HYDRALMULCH AT TIME OF INSTALLATION UNLESS HAS ESTABLISHED.



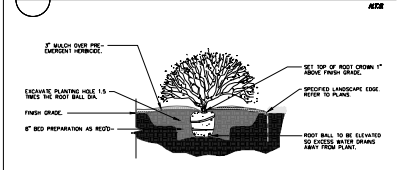
1 EVERGREEN TREE PLANTING



2 DECIDUOUS TREE PLANTING



3 SIDEWALK EDGE AT PLANT BED



4 SHRUB PLANTING

INSTALLATION

9. THE INSTALLATION OF ALL PLANT MATERIALS SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF OLAH, OKS AND LANDSCAPE INDUSTRY STANDARDS.
10. ALL LANDSCAPE AREAS TO BE FREE OF ALL BUILDING DEBRIS AND TRASH, BACK FILLED WITH CLEAN FILL SOO OR SPECIED WITH 2" MINIMUM TOPSOIL. TOPSOIL SHALL HAVE A pH RANGE OF 5.5 TO 7 AND 1% ORGANIC MATERIAL MINIMUM ASTM D652.
11. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING BY COVERING THEM WITH MOIST MULCH PERIODICALLY. APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING DROUGHTING SEASON, APPLY ANTI-DESICCANT TO LEAVES BEFORE TRANSPORT TO REDUCE THE UNDESIRABLE WINDBURN. REAPPLY ANTI-DESICCANT AFTER PLANTING TO REDUCE TRANSPIRATION REMOVE TIME AND BULBUP FROM ROOT BALLS SOON ON TOP OF CONTAINERS OR BALLS PLANTS TO BE REDUCED TO NO COST TO THE OWNER.
12. REPAIR FRESH GRASS TO BE WITH ALLOWABLE TOLERANCES ALLOWING 1/4" FOR SOO AND 1" FOR MULCH IN PLANT BEDS. HAND RAKE ALL AREAS TO SMOOTH EVEN SURFACES FREE OF DEBRIS, LOGS, ROCKS, AND DEBRIS GREATER THAN 1".
13. ALL PLANT BEDS, SHRUBS AND TREES SHALL BE MULCHED WITH 2" OF DARK BROWN, HARDWOOD MULCH. EXCEPT FOR PLANT BEDS, HARDWOOD MULCH SHALL BE INSTALLED OVER EXISTING PRO-SOED CONTROL FABRIC IN PLANT BEDS ONLY.
14. CONTRACTOR IS RESPONSIBLE FOR INITIAL WATERING UPON INSTALLATION.
15. DUG EDGES ARE TO BE DUG WHERE MULCH BEDS ARE ADJACENT TO TURF AREAS. NO EODING IS REQUIRED ADJACENT TO PAVEMENT OR CURB.
16. THE EXACT LOCATION OF ALL UTILITIES, STRUCTURES, AND UNDERGROUND UTILITIES SHALL BE DETERMINED AND VERIFIED BY THE LANDSCAPE CONTRACTOR PRIOR TO INSTALLATION OF THE MATERIALS. DAMAGE TO EXISTING UTILITIES AND/OR STRUCTURES SHALL BE REPLACED TO THEIR ORIGINAL CONDITION BY THE LANDSCAPE CONTRACTOR AT NO COST TO THE OWNER.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS AND PROVIDING ALL NECESSARY MATERIALS, INCLUDING MULCH, MULCH FABRIC, AND TURF AREAS.
18. PROPOSERS SHALL BE MADE FOR READILY ACCESSIBLE IRRIGATION WITHIN 100' MAX. OF ALL LANDSCAPED AREAS. INDIVIDUAL TREES, SHRUBS AND TURF AREAS. ALL LAWN AREAS (AS SHOWN ON PLANS) WILL BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL IRRIGATION COMPONENTS: SLEEVES, PIPE AND CONTROL. DESIGN DRAWINGS OF IRRIGATION SYSTEM SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
19. ANY SUBSTITUTIONS OR DEVIATIONS MUST BE REDUCED IN WRITING BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIALS.

MAINTENANCE BY OWNER

20. ALL SHRUBS ARE TO BE MAINTAINED IN THEIR NATURAL SHAPE TO ALLOW EVENTUAL GROWTH INTO A HEDGE.
21. MAINTAIN NATURAL HABIT OF ALL SPECIED PLANT MATERIAL.
22. NEW SOO TO BE THOROUGHLY WATERED UNTIL ROOTS "TAKE HOLD" OF SOO BED. CONTINUE WATERING AS REQUIRED, UNTIL COMPLETELY ESTABLISHED.

IRRIGATION PERFORMANCE SPECIFICATION

THE FOLLOWING CRITERIA SHALL BE CONSIDERED MINIMUM STANDARDS FOR DESIGN AND INSTALLATION OF LANDSCAPE IRRIGATION SYSTEM:

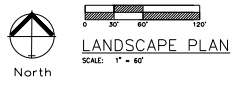
1. GENERAL: IRRIGATION SYSTEM TO INCLUDE DRIP IRRIGATION OF SHRUB BEDS ADJACENT TO BUILDINGS, SPRAY HEADS IN THE PARKING ISLANDS, AND NOTICES AROUND THE PERIMETER OF THE PARKING LOTS. HEADS SHALL THROW AWAY FROM BUILDING AND ACIDIC SPRAYING OVER SIDEWALKS.
2. IRRIGATION SYSTEM SHALL CONFORM TO ALL FEDERAL, STATE AND ALL FEDERAL, STATE AND LOCAL WATER GOVERNING DESIGN AND INSTALLATION.
3. WATERLINE TYPW, SIZE, LOCATION, PRESSURE AND FLOW SHALL BE FIELD VERIFIED PRIOR TO SYSTEM DESIGN AND INSTALLATION.
4. ALL MATERIALS SHALL BE FROM NEW STOCK FREE OF DEFECTS AND CARRY A MINIMUM ONE YEAR WARRANTY FROM THE DATE OF SUBSTANTIAL COMPLETION.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED IN SUCH A WAY THAT ALL SYSTEM COMPONENTS OPERATE WITHIN THE GUIDELINES ESTABLISHED BY THE MANUFACTURER.
6. LAWN AREA AND SHRUB BEDS SHALL BE ON SEPARATE CIRCUITS.
7. PROVIDE WATER METER, WATER VALVE AND ALL OTHER OPERATIONS NECESSARY TO PROVIDE WATER FOR IRRIGATION SHALL CONFORM TO LOCAL WATER GOVERNING AUTHORITY GUIDELINES AND STANDARDS.
8. BACKFLOW PREVENTION SHALL BE PROVIDED IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
9. IRRIGATION CONTROLLER TO BE LOCATED IN UTILITY ROOM INSIDE BUILDING, AS IDENTIFIED BY OWNER.
10. IRRIGATION CONTROLLER STATIONS SHALL BE LABELED TO CORRESPOND WITH THE CIRCUIT CONTROLS.
11. CONTRACTOR SHALL PROVIDE TO THE OWNER WRITTEN OPERATOR INFORMATION FOR ALL SYSTEM COMPONENTS.
12. CONTRACTOR SHALL PROVIDE TO THE OWNER ALL KEYS, ACCESS TOOLS, WRENCHES AND ADJUSTING TOOLS NECESSARY TO GAIN ACCESS, ADJUST AND CONTROL THE SYSTEM.
13. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
14. AN AUTOMATIC RAIN SHUT-OFF OR MOISTURE DEVICE SHALL BE INSTALLED.
15. INSTALL SCHEDULE 40 PVC SLEEVES UNDER ALL CURBS, PAVING AND SIDEWALKS. SLEEVES TO BE TWICE THE SIZE OF THE LINE IT HOUSES.
16. INSTALL MANUAL DRAIN BALBS AT LOWEST POSSIBLE ELEVATION ON IRRIGATION MAIN TO ALLOW GRAVITY DRAINING OF MAIN DURING WINTER MONTHS. PROVIDE QUICK COUPLERS AT MULTIPLE LOCATIONS TO ALLOW FOR EASY "BLOWING OUT" OF LATERAL AND MAIN LINES.
17. ZONES OR NOZZLES SHALL BE DESIGNED WITH MATCHED PRECIPITATION RATES.
18. MINIMUM LATERAL DEPTH IS 12" AND MAIN DEPTH IS 18".
19. SUBMIT DESIGN DRAWING WITH BID TO ALLOW OWNER TO EVALUATE SYSTEM. INCLUDE CUT SHEETS OF ALL COMPONENTS AND ZONE TABLE ILLUSTRATING FLOWS AND ANTICIPATED PRESSURE AT FURTHEST HEAD.
20. AN "AS-BUILT" SCALED DRAWING SHALL BE PROVIDED TO THE OWNER BY THE CONTRACTOR AND SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
 - a. AS CONSTRUCTED LOCATION OF ALL COMPONENTS
 - b. COMPONENT NAME, MANUFACTURER, MODEL INFORMATION, SIZE AND QUANTITY
 - c. PIPE SIZE AND QUANTITY
 - d. INDICATION OF SPRINKLER HEAD SPRAY PATTERN
 - e. CIRCUIT IDENTIFICATION SYSTEM
 - f. DETAILED METHOD OF WINTERIZED SYSTEM

SUBMIT AS-BUILT DRAWINGS IN FULL SIZE DRAWING FORM AS WELL AS PDF ELECTRONIC FORMAT. (SCANNING FULL SIZE COPY OF PLAN IS ACCEPTABLE IF IT CAN BE PRINTED TO SCALE.)

PLANTING SCHEDULE

SYMBOL	QUANTITY	KEY	NAMES	SIZE
	70	LP	CADDIS SUGAR MAPLE ACER SACCHARUM 'CADDIS'	3.0" CAL
	71	RD	NORTHERN RED OAK QUERCUS RUBRA	3.0" CAL

- NOTE:**
1. At least 6 feet of space is required between the right-of-way or sidewalk and the back of curb for the planting of street trees.
 2. No trees will be planted within 15 feet of a street light.



ENGINEERING SOLUTIONS
 ENGINEERING & SURVEYING
 905 W. 10TH STREET
 LEWIS & CLARK, MO 64582
 P: 816.625.3681 F: 816.625.9999

Professional Registration:
 Missouri
 Engineering 200003186-0
 Surveying 200003218-0
 Kansas
 Engineering E-1199
 Surveying LS-119
 Oklahoma
 Engineering 626
 Wisconsin
 Engineering CA0674

The Greens at Prairie Highlands 7th Plat
 Olathe, Johnson County, Kansas

Prepared with the
 assistance of the
 architect
 March 20, 2024

LANDSCAPE PLAN
 Construction Plans for:
 The Greens at Prairie Highlands 7th Plat
 Olathe, Johnson County, Kansas



Matthew J. Sponton
 MO PE 000003186-0
 KS PE 19071
 OK PE 11213
 NE PE E-143350

REVISIONS

NO.	DESCRIPTION	DATE



MINUTES

Planning Commission Meeting: July 8, 2024

Application:	<u>FP24-0013:</u> Request for approval of a final plat for The Greens at Prairie Highlands, Seventh Plat, containing 60 lots on approximately 18.23 acres, located southwest of W. 143rd Street and S. Saint Andrews Avenue.
---------------------	---

A motion to approve FP24-0013 was made by **Commissioner Creighton** and seconded by **Commissioner Breen**. The motion passed with a vote of 9 to 0 with no stipulations.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy, Community Development

STAFF CONTACT: Taylor Vande Velde, Planner II

SUBJECT: FP23-0031: Final Plat for The Greens at Prairie Highlands, Eighth Plat; Applicant: Matthew Schlicht, Engineering Solutions

TITLE:

Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of The Greens at Prairie Highlands, Eighth Plat (FP23-0031), containing 19 lots and two (2) tracts on approximately 7.97 acres, located southeast of W. 143rd Street and S. Saint Andrews Avenue. Planning Commission approved the plat 9 to 0.

SUMMARY:

This is a request to accept the dedication of land for public easements and public street right-of-way for the final plat of The Greens at Prairie Highlands, Eighth Plat. The final plat establishes lot lines for 19 lots and two (2) tracts for a single-family subdivision located southeast of W. 143rd Street and S. Saint Andrews Avenue.

This plat will dedicate utility (U/E) and public utility (PUB/E) easements and additional right-of-way is being dedicated with this plat including arterial right-of-way for W. 143rd Street.

The unplatted area is subject to a street excise tax of \$0.215 per square foot of land area and a traffic signal excise tax of \$0.0037 per square foot of land area.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of land for public easements and public street right-of-way for the final plat of The Greens at Prairie Highlands, Eighth Plat (FP23-0031) (majority vote of the Councilmembers present required).
 2. Reject the dedication of land for public easements and public street right-of-way and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication (majority vote of the Councilmembers present required).
-

ATTACHMENT(S):

- A. Planning Commission Packet
 - B. Planning Commission Minutes
-



STAFF REPORT

Planning Commission Meeting: July 8, 2024

Application:	FP23-0031: Final Plat of The Greens at Prairie Highlands, Eighth Plat
Location:	Southeast of W. 143 rd Street and S. Saint Andrews Avenue
Owner:	Scott Bamesberger, South Summit Homes LLC
Developer:	Curtis Tate, SAB Construction LLC
Engineer:	Matt Schlicht, Engineering Solutions
Staff Contact:	Taylor Vande Velde, Planner II

Site Area:	<u>6.87± acres</u>	Proposed Uses:	<u>Residential, Single-Family Detached</u>
Lots:	<u>19</u>	Existing Zoning:	<u>R-1 (Residential Single-Family)</u>
Tracts:	<u>2</u>	Density:	<u>2.8 units/acre</u>

1. Introduction

The following application is a final plat of The Greens at Prairie Highlands, Eighth Plat, which will establish lot lines and dedicate public easements for 19 single-family lots and two (2) common tracts.

The subject property was rezoned (RZ-04-90) to the R-1 (Single-Family) District in 1990. In 2000, the original preliminary plat for the Prairie Highlands subdivision was approved with 541 single-family lots (PP00-0004) but later increased to 566 lots in 2007 (PP07-0022). This is Phase 8 of 9 in the Prairie Highlands subdivision, with Phase 7 (FP24-0013) also on this agenda. The final plat is consistent with the approved preliminary plat.

2. Plat Review

- a. **Lots/Tracts** – The final plat includes (19) lots and (2) tracts on 6.87± acres. The proposed single-family lots range in size from approximately 9,100 square feet to 12,650 square feet, exceeding the minimum of 7,200 square feet. The lots established by this plat are consistent with the approved preliminary plat.

Tracts “K” and “L” shall be owned and maintained by the Greens of Prairie Highlands Homes Association and shall be used for master landscaping, open space, and stormwater detention.

- b. **Streets/Right-of-Way** – The development extends the existing W. 143rd Terrace, connecting from S. Saint Andrews Avenue, further east where it will terminate in a cul-

de-sac. The approved preliminary plan showed W. 143rd Terrace continuing east to the Huntford subdivision and connecting back to W. 143rd Street. However, a privately owned property prevents the connection at this time. The City has requested a full cul-de-sac be constructed with this plat with the potential to continue this street through in the future. This plat is dedicating public street right-of-way for the construction of W. 143rd Terrace and a portion of W. 143rd Street.

- c. **Public Utilities** – The property is located within the City of Olathe water and sanitary sewer service areas. New utility (U/E) and public utility (PUB/E) easements are being dedicated by this plat to serve the development.
- d. **Stormwater Management** – The property includes Stormwater Treatment Facilities and will have on-site stormwater detention in Tract “K”.
- e. **Landscaping** – Master landscaping is provided in Tract L along W. 143rd Street which fulfills the 25-foot master landscaping requirement of UDO 18.30.130.H along arterial roadways. Street trees will be provided along W. 143rd Terrace per UDO requirements.



Aerial view of subject property outlined in yellow.

3. Staff Recommendation

Staff recommends approval of FP23-0031, The Greens at Prairie Highlands, Eighth Plat, with no stipulations.

FINAL PLAT

The Greens at Prairie Highlands - Eighth Plat

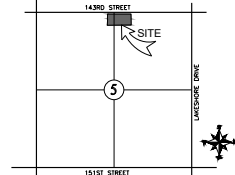
Lots 254 Thru 272, Tract K-L
Part of the North 1/2 of Section 5, Township 14, Range 23,
all in the City of Olathe, Johnson County, Kansas



LEGEND

These standard symbols will be found in the drawing.

- Set 5/8" Rebar & Aluminum Cap in Concrete (LS-218)
- Set 1/2" Rebar & Cap in Concrete (LS-218)
- Found Survey Monument (As Noted)



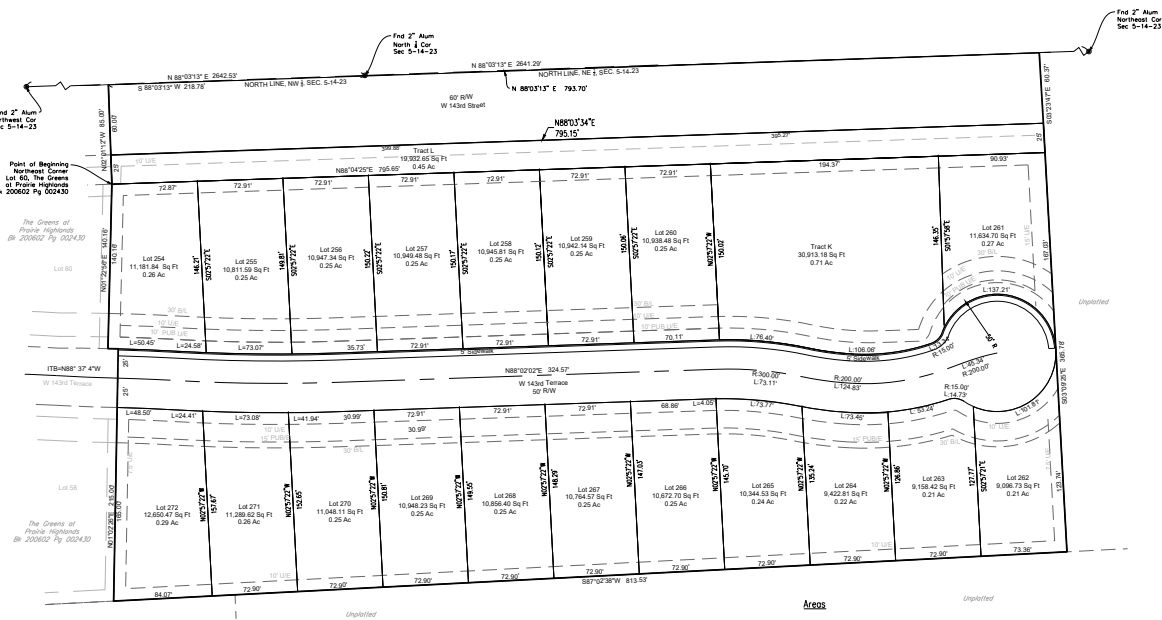
LOCATION MAP
SECTION 5-T14-R23
SCALE: 1"=200'

DATE	BY	REVISIONS

Final Plat:
The Greens at Prairie Highlands Eighth Plat
Lots 254 thru 272 & Tract K-L
Part of the North 1/2
Sec. 5, Twp. 14, Rge. 23
Olathe, Johnson County, Kansas

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	DATE OF PREPARATION
1 OF 1	5	14	23	JOHNSON	October 25, 2023

DRAWN BY: M. SCHULTZ, PLS
SCALE: 1"=50'



Bearing Book - Recorded Plat of The Greens at Prairie Highlands, 3rd Plat
Legal Order #: 055854 E. 0.00M
Olathe, KS 66150 Reformer: 2,361.42
Revision: 1/5/2022

PLAT BOUNDARY DESCRIPTION

ALL THAT PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 14, RANGE 23, OLATHE, JOHNSON COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 60 OF THE GREENS AT PRAIRIE HIGHLANDS SUBDIVISION AS RECORDED IN BOOK 20902 AT PAGE 020430; THENCE NORTH 02° 01' 12" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 80° 19' 12" EAST, A DISTANCE OF 70.79 FEET; THENCE SOUTH 02° 24' 41" EAST, A DISTANCE OF 20.47 FEET; THENCE SOUTH 01° 02' 27" EAST, A DISTANCE OF 365.78 FEET; THENCE SOUTH 87° 02' 38" WEST, A DISTANCE OF 813.03 FEET; THENCE NORTH 01° 02' 28" EAST, A DISTANCE OF 216.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR TANGENT BEARING OF NORTH 88° 27' 44" WEST AND A RADIUS OF 415.00 FEET, AN ARC DISTANCE OF 8.80 FEET; THENCE NORTH 01° 22' 56" EAST, A DISTANCE OF 140.16 FEET, RETURNING TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 347,264.70 SQUARE FEET (7.97 ACRES); MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RIGHT OF WAY, RECORDED OR UNRECORDED, IF ANY.

DEDICATION

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS

"THE GREENS AT PRAIRIE HIGHLANDS - EIGHTH PLAT"

THE UNDERSIGNED PROPRIETORS OF THE PROPERTY SHOWN ON THIS PLAT DO HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THROUGHWAYS, ALL PARCELS AND PARTS OF LAND INDICATED ON SAID PLAT AS STREETS, TURNPIKES, PLACES, ROADS, DRIVES, LANES, AVENUES, AND ALLEYS, NOT HERETOFORE DEDICATED.

THE UNDERSIGNED PROPRIETORS OF SAID PROPERTY SHOWN ON THIS PLAT DO HEREBY CERTIFY THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR PUBLIC USE AND PUBLIC WAYS AND THROUGHWAYS REMAINING TO ANY PERSON, UTILITY, OR CORPORATION HAVE BEEN ACCEPTED EXCEPT THAT SAME PERSON, UTILITY OR CORPORATION SHALL RETAIN WHATEVER RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC WAYS AND THROUGHWAYS OR PARTS THEREOF FOR PUBLIC USE, FROM THE LEASE AND EFFECT OF ANY SPECIAL ASSESSMENTS AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS, SHALL REMAIN AN LIEN ON THE REMAINDER OF THIS LAND FRONTING AND ADJUTING ON SAID DEDICATED PUBLIC WAY OR THROUGHWAY.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER LINES, STORM PIPES, SEWER PIPES AND RELATED FACILITIES AND STRUCTURES, AND SPOWLAWS UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "PUBLIC" OR "PUBLIC UTILITY EASEMENT" IS HEREBY GRANTED TO THE CITY OF OLATHE, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSE.

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF SANITARY SEWER LINES AND SURFACE DRAINAGE FACILITIES, INCLUDING MANHOLES, INLETS, PIPES, DRAINS, ETC., UPON, OVER AND UNDER THESE AREAS OUTLINED HEREON AND DESIGNATED ON THIS PLAT AS "SE" OR "SANITARY EASEMENT".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER, PIPES, POLES, WIRES, SURFACE DRAINAGE FACILITIES, CABLES, ETC., UPON, OVER AND UNDER THESE AREAS OUTLINED HEREON AND DESIGNATED ON THIS PLAT AS "UE" OR "UTILITY EASEMENT".

TRACT K & L ARE TO BE OWNED AND MAINTAINED BY THE GREENS OF PRAIRIE HIGHLANDS HOMEOWNERS ASSOCIATION AND SAID TRACT WILL BE USED FOR A PERMANENT WATER QUALITY EASEMENT AND MAINTENANCE OF DRAINAGE FACILITIES INCLUDING WATER QUALITY FEATURES IN SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOA.

ALL ABOVE GROUND ELECTRICAL AND/OR TELEPHONE CABINETS SHALL BE PLACED WITHIN THE INTERIOR SIDE OR REAR BUILDING SETBACK YARDS. HOWEVER, SUCH UTILITY CABINETS MAY BE PERMITTED WITHIN FRONT OR CORNER SIDE YARDS ADJACENT TO STREET RIGHT-OF-WAY IF SUCH CABINETS ARE SCREENED WITH LANDSCAPE MATERIALS.

RESTRICTIONS

ALL LOTS, PARCELS, TRACTS AND PROPERTIES IN THIS SUBDIVISION SHALL HEREAFTER BE SUBJECT TO THE DECLARATION OF RESTRICTIONS FOR "THE GREENS OF PRAIRIE HIGHLANDS" WHICH INSTRUMENT IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF JOHNSON COUNTY, KANSAS, AND WHICH SHALL HEREBY BECOME A PART OF THE DEDICATION OF THIS PLAT AS THOUGH FULLY SET FORTH HEREIN.

IN TESTIMONY WHEREOF, SOUTH SUMMIT HOMES, L.L.C. A MISSOURI LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY SCOTT BAMESBERGER THIS _____ DAY OF _____, 20____.

SCOTT BAMESBERGER, MEMBER

NOTARY CERTIFICATION
STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED SCOTT BAMESBERGER, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME DID SAY THAT HE IS A MEMBER OF SOUTH SUMMIT HOMES, L.L.C. A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS ITS FREE AND SOLE COMPANY.

IN WITNESS THEREOF:
I HAVE HERETO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.
NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

APPROVALS:
APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20____.

CHARMAN, WAYNE JANNER

APPROVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 20____.

MAYOR, JOHN BACON DEPUTY CITY CLERK, BRENDA SWENGRAND

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "KANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS CONTY ESTABLISHED BY THE KANSAS BOARD OF TECHNICAL PROFESSIONALS AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

DATE _____
MATTHEW J. SCHULTZ, KSPLS 1586
ENGINEERING SOLUTIONS, L.L.C., 908 CORP. L5 218-0

- SURVEY AND PLAT NOTES:**
- THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
 - SEM PERMANENT MONUMENTS
 - SET 1/2" REBAR WITH PLASTIC CAP IN CONCRETE MARKED "LS-218" AT ALL NEAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
 - PERMANENT MONUMENTS
 - SET 5/8" REBAR WITH ALUMINUM CAP MARKED "LS-218" AT PLAT BOUNDARY CORNERS.
 - THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A (SUBURBAN) PROPERTY BOUNDARY SURVEY AS DEFINED BY THE KANSAS STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
 - BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF THE GREENS AT PRAIRIE HIGHLANDS, THIRD PLAT.
 - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OR UNDERGROUND OR OVERHEAD FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY. NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXTENSION, SIZE, DEPTH, CONDITIONS, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
 - THE SUBJECT PROPERTY SURVEY LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (L) PROJECT AREA IS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN. PER F.E.M.A. MAP NO. 2009010091G PANEL NO. 91 OF 91, COMMUNITY PANEL NO. 20072001091G EFFECTIVE DATE: AUGUST 3, 2009.
 - ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY (BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS" REFER TO THE "COVENANTS, CONDITIONS AND RESTRICTIONS" ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS.
 - INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.
 - PLAT DESCRIPTION CLOSURE PRECISION = 1 IN 30752 TOTAL BOUNDARY DISTANCE + 2363.42 FEET

DEVELOPER/OWNER:

SOUTH SUMMIT HOMES, LLC
P.O. BOX 142
LEES SUMMIT, MO 64083
(816) 928-9893

NOTE:

All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if such cabinets are screened with landscape materials.

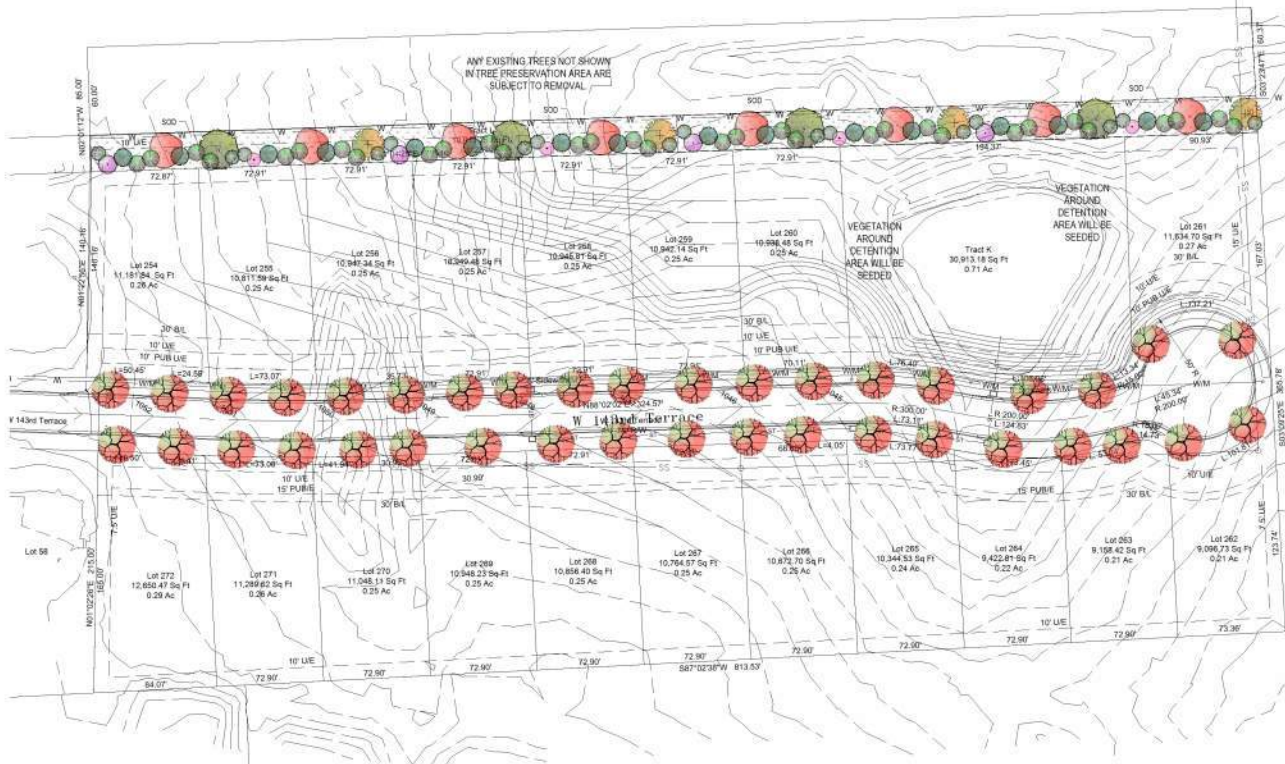
Notice:

This site includes Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code. Restrictions on the use or alteration of the said Facilities may apply. This property is also subject to the obligations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

Exact location of easements is subject to change prior to recording bases on fieldwork and final design

NOTE:

THE GREENS AT PRAIRIE HIGHLANDS SUBDIVISION IS LOCATED IN CLOSE PROXIMITY OF THE NEW CITY AIRPORT AND AIRCRAFT, INCLUDING BUSINESS JETS, OPERATING FROM THE AIRPORT SHOULD BE EXPECTED TO OVERFLY, BE VISIBLE FROM, AND BE HEARD FROM THE PROPERTY ON A REGULAR BASIS.



Planting Notes

1. Location of all existing utilities needs to be done before commencing work.
2. The planting plan graphically illustrates overall plant massing. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
 - a. Creeping groundcover shall be a minimum of 6" from paving edge.
 - b. All trees shall be a minimum of 3' from paving edge.
 - c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
 - d. All shrubs shall be a minimum of 2' from paved edge.
 - e. Much of planting bed areas to a minimum depth of 3". Much individual trees to a minimum depth of 4".
3. Note: If plants are not labeled, they are existing and shall remain.
4. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City.
5. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:

1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAS standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Fine bark compost must installed at planting bed areas shall be free of all other foreign substances.

Installation:

1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Fertilizer for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
5. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Calculations

Street Trees: Street trees must be spaced as uniformly as possible, with an average spacing of forty (40) linear feet between trees in all districts, resulting in at least one (1) tree per lot in residential districts. (Totals shown below combine both sides of the road)

143rd Terrace = 751 LF. 38 Trees required. 38 Trees provided.

- Buffer Plantings:** A minimum for each 100 linear feet or portion thereof of:
- a) Eight (8) evergreen (conifers) trees with a minimum size of six (6) feet in height;
 - b) Two (2) shade trees with a minimum caliper two (2) inches as measured six (6) inches above the ground;
 - c) One (1) ornamental tree with a minimum size of 1.5" Caliper.

400 LF of road along 143rd Street
 32 Evergreens Required - 32 Provided
 8 Shade trees required - 8 Provided
 4 Ornamental trees required - 4 Provided

SITE DISTANCE TRIANGLES: Triangles are shown on the plan. There are no shrubs located in these areas. Trees shall be limbed up to 6' height for visibility.

STREET TREE PLANTING LOCATION REQUIREMENTS:

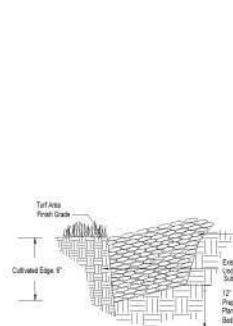
1. Not located in the site distance triangle.
2. 10 feet from box culverts.
3. 15 feet in front of regulatory signs.
4. 10 feet behind regulatory signs.
5. 20 feet from streetlight poles.
6. 10 feet from fire hydrants.

1 LANDSCAPE PLAN

SCALE: 1"=40'-0"

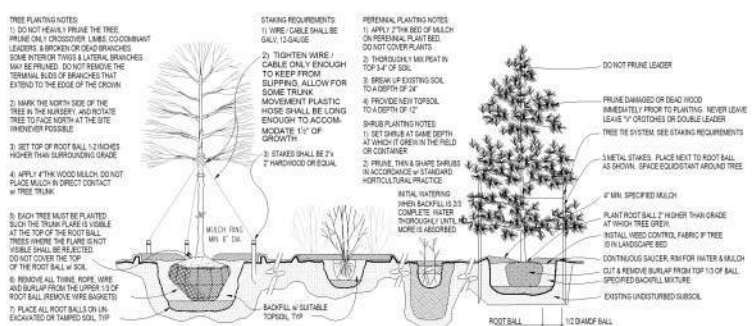
2 CULTIVATED EDGE DETAIL

SCALE: NTS



3 PLANTING INSTALLATION DETAILS

SCALE: NTS



Landscape Schedule

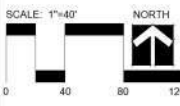
Symbol	Qty	Botanical Name	Common Name	Height	Width	Caliper	Remarks
DESCRIPTION - TREES							
	3	Quercus bicolor	Black Tupelo	25'	6"	1 1/2"	6" min. stem, ground to canopy
	30	Quercus rubra	Northern Red Oak	25'	6"	1 1/2"	6" min. stem, ground to canopy
	4	Castanea bicoloriflora 'Dolomieuana'	Delicatomia Horticultural	25'	6"	1 1/2"	6" min. stem, ground to canopy
	4	Platanus occidentalis	London Plane Tree	25'	6"	1 1/2"	6" min. stem, ground to canopy
	8	Acer x hybridum 'Platanoides'	Fraxino Sweet Maple	25'	6"	1 1/2"	6" min. stem, ground to canopy
CONIFERUS TREES							
	14	Juniperus horizontalis 'Seymourii'	Indo-European Juniper	6" H.	6"	1 1/2"	symmetrical spread form
	32	Juniperus horizontalis	European Red Cedar	6" H.	6"	1 1/2"	symmetrical spread form
	14	Thuja occidentalis	Winged Spire	6" H.	6"	1 1/2"	symmetrical spread form
SHRUBS/TREES							
	4	Salix caprea	Salix Hybrid	10'			
	4	Prunella americana 'Savina'	Blackberry Apple	12'			3" min. stem
CONSTANT TREES/TREES TO BE MAINTAINED							
	500						100 SHALL BE 5" DIA. FRESH WHIP AS PROVIDED BY MEMBER OF THE TRADE PROVIDED AS REQUIRED.

MEIER
 LANDSCAPE ARCHITECTURE
 15245 Metcalf Ave.
 Overland Park, KS 66223
 913.787.2817



CLIENT
 SAB Homes
 200 NW Commerce Ct.
 Lee's Summit, MO

PROJECT
 Greens at Prairie
 Highlands
 8th Pland
 143rd Street and St.
 Andrews Ave.
 Olathe KS



Date: 6.10.2024
 Project #: 1118
 Landscape Plan

L1



MINUTES

Planning Commission Meeting: July 8, 2024

Application:	<u>FP23-0031:</u> Request for approval of a final plat of The Greens at Prairie Highlands, Eighth Plat, containing 19 lots and two (2) tracts on approximately 6.87 acres, located southeast of W. 143rd Street and S. Saint Andrews Avenue.
---------------------	---

A motion to approve FP23-0031 was made by **Commissioner Creighton** and seconded by **Commissioner Breen**. The motion passed with a vote of 9 to 0 with no stipulations.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy, Community Development

STAFF CONTACT: Jessica Schuller, Senior Planner

SUBJECT: FP24-0019: Final Plat for Mur-Len Commercial Park, Fifth Plat; Applicant: David Christie, Rosebud Partners, LLC

TITLE:

Request for the acceptance of the dedication of land for public easements for a final plat of Mur-Len Commercial Park, Fifth Plat (FP24-0019), containing two (2) lots and one (1) tract on approximately 11.67 acres, located northeast of W. 135th Street and Mur-Len Road. Planning Commission approved the plat 9 to 0.

SUMMARY:

This is a request to accept the dedication of land for public easements for the final plat of Mur-Len Commercial Park, Fifth Plat. The final plat establishes lot lines for two (2) lots within the existing commercial center to subdivide the existing building and parking field into separate ownership. A final plan application (PAR24-0010) is currently under review for façade updates, parking lot and site improvements on this property.

This plat will dedicate public utility (U/E) and drainage easements (D/E). A tree preservation easement (TP/E) will be dedicated within and adjacent to Tract A to preserve existing vegetation along the north property line. No additional street right-of-way is being dedicated with this plat.

The plat is not subject to excise taxes as it is a replat of previously platted property.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of land for public easements for the final plat of Mur-Len Commercial Park, Fifth Plat (FP24-0019) (majority vote of the Councilmembers present required).
 2. Reject the dedication of land for public easements and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication (majority vote of the Councilmembers present required).
-

ATTACHMENT(S):

- A. Planning Commission Packet
 - B. Planning Commission Minutes
-



STAFF REPORT

Planning Commission Meeting: July 8, 2024

Application:	FP24-0019: Final Plat of Mur-Len Commercial Park, Fifth Plat
Location:	Northeast of W. 135 th Street and N. Mur-Len Road
Owner:	Rosebud Partners, LLC
Applicant:	David Christie, Rosebud Partners, LLC
Engineer/Architect:	Jeffrey T. Skidmore, Schlagel & Associates
Staff Contact:	Jessica Schuller, AICP, Senior Planner

Site Area:	<u>11.67 ± acres</u>	Proposed Use:	<u>Hardware Store/Indoor Athletic Facility</u>
Lots:	<u>2</u>	Existing Zoning:	<u>CP-2 (Planned General Business)</u>
Tracts:	<u>1</u>	Plat:	<u>Mur-Len Commercial Park, Second Plat</u>

1. Introduction

The following application is for the final plat of Mur-Len Commercial Park, Fifth Plat, which will establish lot lines and dedicate public easements for two (2) lots and one (1) tract for future redevelopment of the existing commercial center located at the northeast corner of W. 135th Street and N. Mur-Len Road. A final plan application (PAR24-0010) is currently under review for façade updates, parking lot, and site improvements on this property. The plat will subdivide the existing building and parking field into two (2) separate lots.

The site is currently developed and was originally zoned to the CP-2 District (RZ-05-80) in April of 1980. The existing building was constructed in 1984 and was the previous location of Hobby Lobby and Goodwill Industries. Future tenants may include fitness center and hardware store users.

2. Plat Review

- a. **Lots/Tracts** – The final plat includes two (2) lots for the purpose of separating the existing building and parking lot into separate future ownership. Tract A is located along the northern property line in the location of the existing stream corridor and will be maintained by the Tract owner.

- b. **Streets/Right-of-Way** – Existing site access is provided from N. Mur-Len Road and from W. 135th Street. No changes to access are proposed with this application.
- c. **Public Utilities** – The property is in the City of Olathe Water and Sewer service areas. New utility easements (U/E) and drainage easements (D/E) are being dedicated with this plat.
- d. **Tree Preservation** – A tree preservation easement (TP/E) is being dedicated along the northern property line, within and west of Tract A, to preserve natural vegetation within the stream corridor.



Aerial view of subject property outline in yellow.

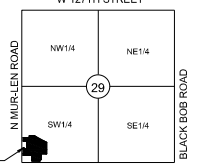
3. Staff Recommendation

- A. Staff recommends approval of FP24-0019, the final plat of Mur-Len Commercial Park, Fifth Plat with no stipulations.

**FINAL PLAT OF
MUR-LEN COMMERCIAL PARK, FIFTH PLAT**
A replat of all of Lot 15, Lot 16, Lot 17, Tract C, Tract D and Tract E, MUR-LEN COMMERCIAL PARK, SECOND PLAT
IN THE SW 1/4 OF SEC. 29-13-24
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

LEGEND:
 ● FOUND 1/2" REBAR WITH K&L S 54 CAP UNLESS OTHERWISE NOTED
 ■ FOUND MONUMENT AS NOTED
 ○ SET 1/2" REBAR W&L S 44 CAP UNLESS OTHERWISE NOTED

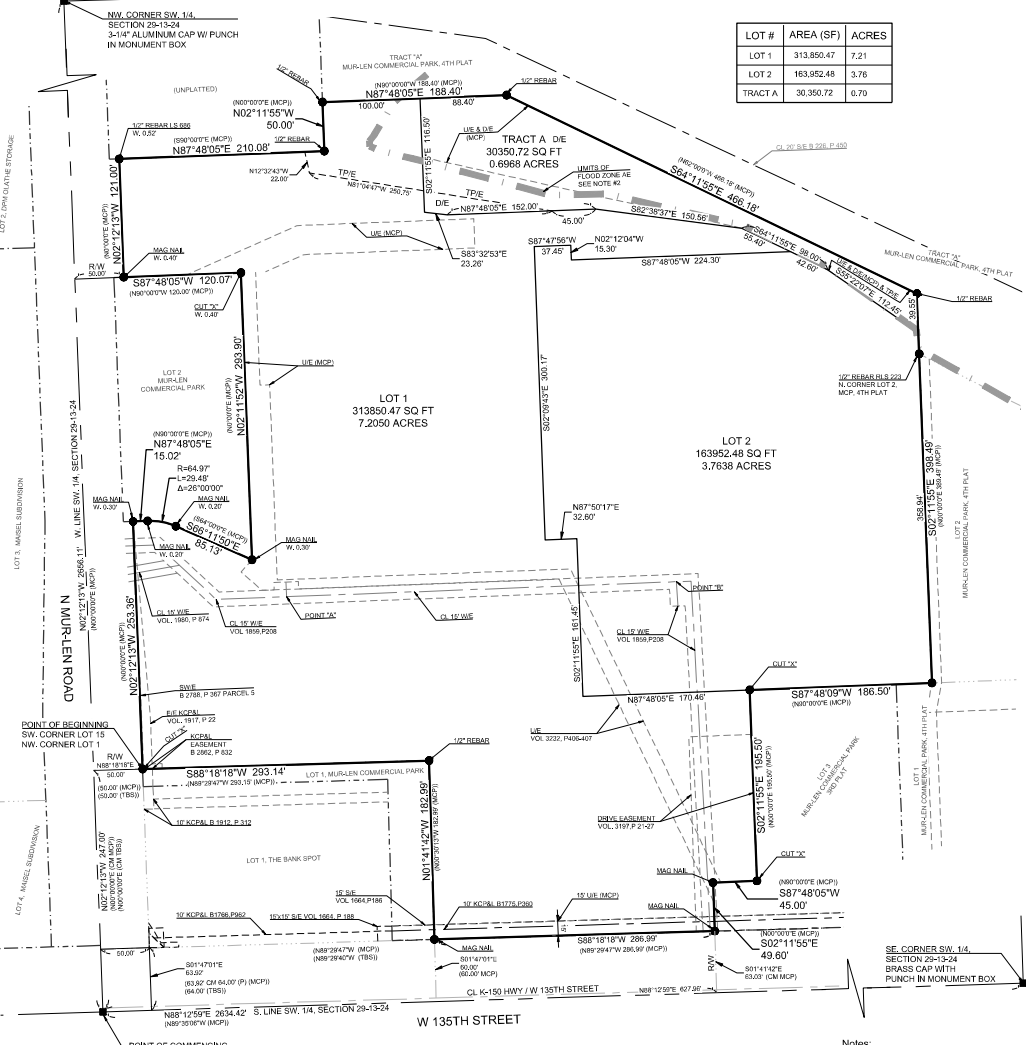
--- EXISTING LOT AND PROPERTY LINES
 - - - EXISTING PLAT AND RW LINES
 RW - RIGHT-OF-WAY
 SE - SANITARY SEWER EASEMENT
 SW/E - SIDEWALK EASEMENT
 UE - UTILITY EASEMENT
 DE - DRAINAGE EASEMENT
 W/E - WATERLINE EASEMENT
 (MCP) - AS PLATTED IN MUR-LEN COMMERCIAL PARK
 (TBS) - AS PLATTED IN THE BANK SPOT
 (CM) - CALCULATED MEASUREMENT FROM PLATS



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

EXECUTION:
 IN TESTIMONY WHEREOF, of Rosabud Partners, LLC, a Kansas limited liability company, by the authority of its Member, has caused this instrument to be executed, this ___ day of _____, 2024.
 Rosabud Partners, LLC, a Kansas limited liability company.
 By: _____
ACKNOWLEDGMENT:
 STATE OF KANSAS)
) ss. _____
 COUNTY OF JOHNSON)
 BE IT REMEMBERED, that on this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State came _____ of _____ of Rosabud Partners, LLC, a Kansas limited liability company, organized under the laws of the State of Kansas, with its principal place of business in the County of Johnson, State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public Expires: _____ My Commission Expires: _____
 Print Name: _____



LOT #	AREA (SF)	ACRES
LOT 1	313,850.47	7.21
LOT 2	163,952.48	3.76
TRACT A	30,350.72	0.70

DESCRIPTION
 A replat of all of Lot 15, Lot 16, Lot 17, Tract "C", Tract "D" and Tract "E", MUR-LEN COMMERCIAL PARK, SECOND PLAT, a subdivision in the City of Olathe as recorded in book 79 at page 1, Johnson County, Kansas being described as follows:
 Commencing at the Southwest corner of the Southwest One-Quarter of Section 19, Township 13 South, Range 24 East; thence along the West line of the said Southwest One-Quarter, North 02 degrees 12 minutes 13 seconds West (North 02 degrees 00 minutes 00 seconds East platted), a distance of 247.00 feet; thence North 88 degrees 18 minutes 18 seconds East a distance of 50.00 feet to a point on the East right of way line of North Mur-Len Road as now established said point being the Northwest corner of Lot 1, of said MUR-LEN COMMERCIAL PARK SECOND PLAT; thence along the said East right of way line: North 02 degrees 12 minutes 13 seconds West (North 02 degrees 00 minutes 00 seconds East platted), a distance of 253.36 feet to a point on the South line of Lot 2, MUR-LEN COMMERCIAL PARK, FIRST PLAT a subdivision in the City of Olathe as recorded in book 52 at page 47; thence along the Southerly, Easterly and Northerly lines of said Lot 2 the following five courses: North 87 degrees 48 minutes 05 seconds East, (North 90 degrees 00 minutes 00 seconds East platted), a distance of 15.02 feet to a point of curvature; thence Southeastwardly on a curve to the right being tangent to the previous course, having a radius of 64.97 feet, a central angle of 26 degrees 00 minutes 00 seconds and an arc length of 29.48 feet; thence South 66 degrees 11 minutes 50 seconds East, (South 66 degrees 00 minutes 00 seconds East platted), a distance of 85.13 feet; thence North 02 degrees 11 minutes 52 seconds West, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 293.50 feet; thence South 87 degrees 48 minutes 05 seconds West, (North 02 degrees 00 minutes 00 seconds West platted), a distance of 120.07 feet; thence North 02 degrees 11 minutes 55 seconds West, (North 02 degrees 00 minutes 00 seconds West platted), a distance of 50.00 feet to a corner point on the South line of Tract "A", MUR-LEN COMMERCIAL PARK, FOURTH PLAT a subdivision in the City of Olathe as recorded in book 80 at page 44; thence along the South line of said Tract "A" the following two courses: North 87 degrees 48 minutes 05 seconds East, (North 02 degrees 00 minutes 00 seconds West platted), a distance of 18.40 feet; thence South 64 degrees 11 minutes 55 seconds East, (North 02 degrees 00 minutes 00 seconds West platted), a distance of 48.18 feet to a corner point of said Tract "A"; thence along the Westerly line of said Tract "A" and the Northerly extension of West line of Lot 2, of said MUR-LEN COMMERCIAL PARK, FOURTH PLAT, South 02 degrees 11 minutes 52 seconds East, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 39.48 feet to a point on the North line of Lot 1, of said MUR-LEN COMMERCIAL PARK, FOURTH PLAT; thence along the North line of said Lot 1 and the Easterly extension of the North line of Lot 3, MUR-LEN COMMERCIAL PARK, THIRD PLAT a subdivision in the City of Olathe as recorded in book 77 at page 35: South 87 degrees 48 minutes 05 seconds East, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 186.50 feet to the Northwest corner of said Lot 3; thence along the West line of said Lot 3 the following three courses: South 02 degrees 11 minutes 55 seconds East, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 195.50 feet; thence South 87 degrees 48 minutes 05 seconds West, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 45.00 feet; thence South 02 degrees 11 minutes 55 seconds East, (North 02 degrees 00 minutes 00 seconds East platted), a distance of 49.60 feet to a point on the North right of way line of West 135th Street as now established; thence along said North right of way line: South 88 degrees 18 minutes 18 seconds West, (North 89 degrees 29 minutes 47 seconds West platted), a distance of 286.50 feet to the Southeast corner of said Lot 1; MUR-LEN COMMERCIAL PARK SECOND PLAT; thence along the East line of said Lot 1: North 01 degrees 41 minutes 42 seconds West, (North 01 degrees 30 minutes 13 seconds West platted), a distance of 162.99 feet to the Northeast corner thereof; thence along the North line of said Lot 1: South 88 degrees 18 minutes 18 seconds West a distance of 293.14 feet, (North 89 degrees 29 minutes 47 seconds East, 293.15 feet platted); to the Point of Beginning and containing 11,865 acres more or less.

DEDICATIONS:
 The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereinafter be known as "MUR-LEN COMMERCIAL PARK, FIFTH PLAT".

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ditches and ditches, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "UE", is hereby granted to the City of Olathe, Johnson County, Kansas, and other governmental entities as may be authorized by state law to use such easements for said purposes.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities relative to storm water drainage and sidewalks upon, over, or under the areas outlined and designated on this plat as "Drainage Easement" or "DE".
 Tract A is hereby dedicated as a Drainage Easement.

An easement or license is hereby dedicated to the developer/owner, to enter upon, over and across those areas outlined and designated on this plat as "Tree Preservation Easement" or "TPE". All areas within said easement are intended to be kept in a near natural state. No man made structure, including fences, may be constructed or placed within the area without approval of the developer/owner. No living trees, regardless of size, may be removed without written approval of the City of Olathe and the developer/owner. Trees that are dead, diseased or pose a threat to the public or adjacent property are allowed to be removed. Utility installation and appurtenant construction is allowed within these areas, subject to developer/owner approval.

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

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

The use of all life, units and properties in this subdivision shall hereinafter be subject to the Dedications, which instruments are to be recorded in the Office of the Register of Deeds of Johnson County, Kansas, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth herein.

The Owner of Tract A shall be responsible for the maintenance of Tract A pursuant to the terms and provisions of that certain Declaration of Covenants, Easements and Restrictions filed of record against the Property with the Johnson County, Kansas Register of Deeds.

APPROVALS:
 APPROVED BY THE Planning Commission of the City of Olathe, Johnson County, Kansas, this ___ day of _____, 20__.

Charman, WAYNE JANNER

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Notes:
 1. Property information shown hereon (recorded descriptions, easements, etc.) was provided by Chicago Title Insurance Company, Commitment No. KCC232320, Dated November 3, 2023 at 8:00 A.M.
 2. FLOOD NOTE: A portion of this property lies within Flood Zone AE. (Base Flood Elevations determined).
 Shown hereon, scaled from FRM Map # 2009100890, Revised August 3, 2009. The remainder of this Property lies within Flood Zone X, Kansas determined to be outside the 0.2% annual chance floodplain)



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

SCHLAGEL
 ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 1800 West 107th Street • Olathe, Kansas 66150
 Ph: (913) 662-1514 • Fax: (913) 662-6000 • WWW.SCHLAGELASOCIATES.COM
 Kansas State Certificate of Authority
 KC2009-01-0025-0054

DATE	3-18-2024	FINAL PLAT OF
DRAWN BY	SCH	MUR-LEN COMMERCIAL PARK
CHECKED BY	AR	FIFTH PLAT
PROJ. NO.	24-022	SHEET NO. 1

REV 3: 2024.06.03
 REV 2: 2024.05.17
 REV 1: 2024.05.01



MINUTES

Planning Commission Meeting: July 8, 2024

Application:	<u>FP24-0019:</u> Request for approval of a final plat for Mur-Len Commercial Park, Fifth Plat, containing two (2) lots and one (1) tract on approximately 11.67 acres, located northeast of W. 135th Street and N. Mur-Len Road.
---------------------	--

A motion to approve FP24-0019 was made by **Commissioner Creighton** and seconded by **Commissioner Breen**. The motion passed with a vote of 9 to 0 with no stipulations.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Infrastructure (Engineering)
STAFF CONTACT: Mary Jaeger / Nate Baldwin
SUBJECT: Consideration of Consent Calendar

TITLE:
Consideration of Consent Calendar.

SUMMARY:
Consent Calendar consists of Project Completion Certificates, Change Orders, and Final Pay Estimates for Infrastructure (Engineering) projects.

FINANCIAL IMPACT:
N/A

ACTION NEEDED:
Approve Consent Calendar for July 16, 2024.

ATTACHMENT(S):
A. Consent Calendar
B. Change Orders

ISSUE: Consent Calendar for: July 16, 2024

FOCUS AREA: Infrastructure (Engineering)

SUMMARY:

1) **PROJECT COMPLETION CERTIFICATES**

- a) Parkside Reserve, First Plat – 3-D-079-22 – Street
- b) Cedar Creek Trail, Phase II – 4-C-011-16 – Other: Recreational Trail

2) **CHANGE ORDERS**

- a) Cedar Creek Trail, Phase II – 4-C-011-16

3) **FINAL PAYMENT TO CONTRACTORS**

- a) Cedar Creek Trail, Phase II – 4-C-011-16

Final Payment	\$ 207,060.02
Paid to Date	\$ 1,320,190.10
Original Contract Amount	\$ 1,517,363.45
Total Change Orders	\$ 9,886.67
Change Order 1: \$ 0.00 (6/24/2024)	
Change Order 2: \$ 0.00 (6/24/2024)	
Change Order 3 FINAL: \$ 9,886.67 (7/16/2024)	

Final Contract Amount	\$ 1,527,250.12
Contractor – Kansas Heavy Construction, LLC	

Submitted by: Mary Jaeger, Director / Nate Baldwin, City Engineer



CHANGE ORDER NO: 3 - FINAL
 CITY PROJECT NO. 4-C-011-16
 CONTRACT DATE: February 28, 2023
 CONTRACTOR: Kansas Heavy Construction Inc.
 ENGINEER: McAfee Henderson Solutions, Inc.

PROJECT NAME: Cedar Creek Trail Phase 2
 ENCUMBRANCE NO. 701547/SCON-100228

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
6***	Grading (Unclassified)	1	1	LS	\$88,000.00	\$89,130.00	\$1,130.00
8***	Trail Foundation Stabilization (Set Price)	1	130	CY	\$40.00	N/A	\$5,160.00
9***	Silt Fence (or Equivalent Perimeter Control)	4655	600	LF	\$1.85	N/A	(\$7,501.75)
10***	Temporary Rock Ditch Check	17	0	EA	\$750.00	N/A	(\$12,750.00)
41***	BNSF Railroad Flagging	1	1	LS	\$24,000.00	\$51,038.00	\$27,038.00
42***	Owner's Contingency Allowance (Set)	1	0	LS	\$52,732.08	\$0.00	(\$52,732.08)
46***	BNSF Bridge Abutment Mortar Installation	0	1	LS	N/A	\$4,250.00	\$4,250.00
47***	Topsoil from Offsite Source	0	598	CY	N/A	\$60.00	\$35,880.00
48***	Retaining Wall Surface Finish	0	1	LS	N/A	\$7,012.50	\$7,012.50
49***	6" Underdrain Installation	0	1	LS	N/A	\$2,400.00	\$2,400.00

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,517,363.45
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$1,517,363.45
The Contract Sum Shall be (Unchanged) Increased (Decreased) by This Change Order.....	\$9,886.67
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,527,250.12
Original Contract Time.....	N/A days
The Contract time Will Be (Unchanged) By.....	N/A days
The Contract Time With All Approved Change Orders is	N/A days
The Day of Substantial Completion as of the Date of This Change Order Therefore is.....	N/A

RECOMMENDED
 City of Olathe Public Works
 Project Manager - Tod Hueser

APPROVED
 Kansas Heavy Construction Inc.
 Contractor

By: Tod Hueser
 Date: _____
Digitally signed by Tod Hueser
 DN: C=US, E=todhueser@olatheks.org, CN=Tod Hueser
 Date: 2024.07.09 17:07:58-0500

By: *[Signature]*
 Date: 7-9-24

APPROVED
 CITY OF OLATHE, CITY ENGINEER
 By: *Nate Baldwin*
 Date: 7/10/2024
 Nate Baldwin

By: _____ AGREEMENT TO THIS _____ day of _____ 2024
 City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Infrastructure

STAFF CONTACT: Mary Jaeger, Nate Baldwin, John Page

SUBJECT: Consideration of renewal of contract to K & W Underground, Inc. for fiber optic installation, maintenance, restoration, and support for use by the City of Olathe.

TITLE:

Consideration of renewal of contract to K & W Underground, Inc. for fiber optic installation, maintenance, restoration, and support for use by the City of Olathe.

SUMMARY:

In the 1990's, the City of Olathe began installing underground fiber optics to control our network of traffic signals. The system of underground fiber optic network has grown to be 126.3 miles in length. The system is now also used for internet and phone service to city owned buildings; is utilized to connect the City's fiber optic network to the County's server bank, the City's server bank, and Johnson County's Emergency Operations Center; and is used to monitor the status of utility assets including water pressure valves, water towers, water treatment plants and sanitary sewer treatment plants.

In September 2021, Council approved contract with K & W Underground, Inc. for fiber optic installation, maintenance, restoration, and support of the City's fiber optic network. Most of the work requested under this contract is installation of our growing fiber optic network.

Staff recommends renewal of the contract with K & W Underground, Inc. for one (1)-year term with option to extend for one (1) additional contract period.

FINANCIAL IMPACT:

Anticipated expenditures for the contract term are \$500,000. Funding will be from the Traffic Operations budget, the annual ATMS Replacement and Repair project (PN 3-C-037-XX), and the annual Digital Network Reliability project (PN 7-C-006-XX).

ACTION NEEDED:

Approval of renewal of contract to K & W Underground, Inc. for fiber optic installation, maintenance, restoration, and support for use by the City of Olathe.

ATTACHMENT(S):

- A. Contract
-

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and K&W Underground, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs fiber restoration, installation, support & maintenance, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a one (1)-year contract with the option to renew for up to (1) additional one (1)-year periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be

addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore
City Attorney or Deputy/Assistant City Attorney

K&W Underground, Inc

By: Bill Weig, President
(INSERT NAME & TITLE)
15608 S Keeler Terrace
Olathe, KS 66062

**Exhibit A
Vendor's Proposal**

Item No.	Description	Qty	Unit	Unit Price
1	Laborer	1	Hour	\$ 53.39
2	Equipment Operator	1	Hour	\$ 62.27
3	Supervisor/Foreman	1	Hour	\$ 76.86
4	Security Guard	1	Hour	\$ 112.50
5	Policeman	1	Hour	\$ 125.00
6	Lineman	1	Hour	\$ 62.27
7	Fiber Technician	1	Hour	\$ 63.46
8	Laborer OT	1	Hour	\$ 80.09
9	Equipment Operator OT	1	Hour	\$ 93.41
10	Supervisor/Foreman OT	1	Hour	\$ 115.29
11	Security Guard OT	1	Hour	\$ 168.75
12	Policeman OT	1	Hour	\$ 187.50
13	Lineman OT	1	Hour	\$ 93.41
14	Fiber Technician OT	1	Hour	\$ 95.19
15	Backhoe	1	Hour	\$ 78.00
16	Track Loader	1	Hour	\$ 78.00
17	Trencher	1	Hour	\$ 108.00
18	Rock Saw	1	Hour	\$ 54.00
19	Pickup Truck	1	Hour	\$ 33.60
20	Flatbed Truck	1	Hour	\$ 45.60
21	Cable Trailer	1	Hour	\$ 18.00
22	Air Compressor	1	Hour	\$ 18.00
23	Track Dozer	1	Hour	\$ 234.00
24	Generator	1	Hour	\$ 12.00
25	Shoring	1	Hour	\$ 50.00
26	Welder	1	Hour	\$ 54.00
27	Water Pump	1	Hour	\$ 12.00
28	Flatbed Equipment Trailer	1	Hour	\$ 24.00
29	Compactor	1	Hour	\$ 18.00
30	1000 Watt Light Bank	1	Hour	\$ 35.00
31	Lowboy & Trailer	1	Hour	\$ 120.00
32	Dump Truck (5-7 Yard)	1	Hour	\$ 63.60
33	Skid Loader	1	Hour	\$ 68.00
34	Hoe Ram	1	Hour	\$ 65.00
35	Directional Boring Machine	1	Hour	\$ 175.00
36	Fusion Splicing Equipment	1	Hour	\$ 28.00
37	Fiber Testing Equipment	1	Hour	\$ 18.00

38	Fiber Splicing Vehicle	1	Hour	\$	63.60
39	Line Truck	1	Hour	\$	48.60
40	Aerial Bucket Truck	1	Hour	\$	78.00
41	Non-Emergency Materials & Supplies	1	Percentage		20%
42	Furnish, Bore & Install 1-2" HDPE-SDR9	1	ft	\$	12.60
43	Remove and replace asphalt or concrete	1	SqFt	\$	26.00
44	Saw Rock	1	ft	\$	16.00
45	Bore Rock & Install 1-2" HDPE	1	ft	\$	65.00
46	Furnish & Install Fiber Optic Cable under 73 count	1	ft	\$	3.25
47	Furnish, Install, Splice & Test Fiber Cable and Hardware	1	ft	\$	1.45
48	Furnish & Install Fiber Optic Handhole 24"X30"X24"	1	Each	\$	1,250.00
49	Pothole utilities in the street	1	Each	\$	500.00
50	Core Drill 3" for Buildings or Handholes	1	Each	\$	200.00
51	Fiber Testing - Bidirectional OTDR - Multimode - 850nm and 1300nm	1	Hour	\$	75.00
52	Fiber Testing - Bidirectional OTDR - Singlemode - 1310nm and 1550nm	1	Hour	\$	75.00
53	Fiber Testing - New installation - Bidirectional OTDR - Multimode - 850nm and 1300nm, ILTS dual wavelength testing	1	Hour	\$	75.00
54	Fiber Testing - New Installation - Bidirectional OTDR - Multimode - 850nm and 1300nm, Other Agency specific requirements	1	Hour	\$	75.00
55	Fiber Testing/Investigation - isolated breaks or damage	1	Hour	\$	75.00
56	Furnish/install Future Path 7 Way-Orange, 7 X 22mm OD 16mm ID, 2 ripcords, #20 copper wire. 3500 Foot reels, City of Olathe imprinted	1	Each	\$	14.42
57	Future Path 4 Way-Orange, 4 X 18mm OD 14mm ID, 2 ripcords, #20 copper wire. 5000 Foot reels, City of Olathe imprinted	1	Each	\$	13.55
58	Future Path 2 Way-Orange, 2 X 18mm OD 14mm ID, 2 ripcords, #20 copper wire. 5000 Foot reels, City of Olathe imprinted	1	Each	\$	12.82
59	Furnish/install AFL 288ct micro fiber	1	Each	\$	4.57
60	Furnish/install AFL 144ct micro fiber	1	Each	\$	3.50
61	Vac holes in grass (excessive amount)	1	Each		250.00
62	Vac dump fees	1	Each		110.00
63	Vac truck with operator	1	Each		185.00
64	Engineering work (Design, drafting, GPS) 4 Hour Minimum	1	Hour		125.00

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.

**CITY OF OLATHE
AMERICAN RESCUE PLAN ACT (ARPA)**

In accordance with laws, regulations, and provisions related to the use of the funds received

under the federal American Rescue Plan Act (“ARPA”), Contractor agrees to comply with the applicable provisions of this Addendum. The terms used have the meaning specified in the applicable statute, law, or regulation.

A. Documentation of Compliance and Eligibility, Cooperation with Audits or Reviews, Document Retention, and Other Requirements.

1. Contractor agrees that, upon City request, Contractor will document compliance with any terms and conditions set forth by the federal government (including but not limited to the Department of Treasury) related to use of ARPA funds.
2. Contractor agrees that, upon City request, Contractor will report detailed costs and provide supporting documentation to confirm eligibility for ARPA funds.
3. Contractor agrees to cooperate with any local, state, or federal review, audit, or investigation related to this Contract including but not limited to: 1) producing documents and making individuals available for interviews, and 2) allowing access by local, state, or federal agencies to audit the Contractor’s books and records related to ARPA funds.
4. Contractor hereby agrees to maintain records and financial documents related to this Contract for five (5) years after all ARPA funds used for this Contract have been expended, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

B. Assurances of Compliance with Title VI of the Civil Rights Act of 1964, 31 C.F.R. Part 22 (U.S. Department of Treasury Regulations).

1. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, 42 U.S.C. §§ 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.
2. *Contractor agrees to include the preceding paragraph in all subcontracts under this Contract.*

C. Equal Employment Opportunity, 2 C.F.R. Part 200 Appendix II(C).

If this Contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. 60-1.3) exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be

declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Copeland “Anti-Kickback” Act, 2 C.F.R. Part 200 Appendix II(D).

For Construction Contracts in excess of \$2,000: Contractor and Subcontractors shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145; 18 U.S.C. 874) as supplemented by Department of Labor regulations (29 C.F.R. part 3). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 2 C.F.R. Part 200 Appendix II(E).

For Contracts in excess of \$100,000 that involve employment of mechanics or laborers: Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Rights to Inventions Made Under a Contract or Agreement, 2 C.F.R. Part 200 Appendix II(F).

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 2 C.F.R. Part 200 Appendix II(G).

For Contracts in excess of \$150,000: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. Debarment and Suspension (Executive Orders 12549 and 12689), 2 C.F.R. Part 200 Appendix II(H) and U.S. Department of Treasury Local Fiscal Recovery Fund Award Terms and Conditions § 9(b)(iv).

Contractor hereby certifies they are not debarred, suspended or otherwise excluded from holding contracts involving federal funds, and is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1. Due to its receipt of Fiscal Recovery Funds, City is a participant in a nonprocurement transaction (defined at 2 C.F.R. 180.970) that is a covered transaction pursuant to 2 C.F.R. 180.210 and 31 C.F.R. 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. 180.220(b)(1); 31 C.F.R. 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. 180.220(b)(2); 31 C.F.R. 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. 180.220(b)(3); 31 C.F.R. 19.220(b)(3)).
2. If this Contract is a covered transaction as set forth in the paragraph above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. 180.995), and the affiliates (defined at 2 C.F.R. 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. 180.935) and are not disqualified (defined at 2 C.F.R. 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. 19.120(a), (1) this Contract shall be void, (2) City shall not make any payments of federal financial assistance to Contractor, and (3) City shall have no obligations to Contractor under this Contract.
3. ***Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.*** This certification is a material representation of fact relied upon by the City, and all liability arising from an erroneous representation shall be borne solely by Contractor.
4. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to the City, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), 2 C.F.R. Part 200 Appendix II(I).

1. Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
2. *Contractors that bid or apply for a Contract exceeding \$100,000 (including this Contract, if applicable) must file with the City the attached certification form, and must also cause any Subcontractor (at any Tier) exceeding \$100,000 to file with the Tier above it the attached certification (Attachment 1).*
3. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Procurement of Recovered Materials, 2 C.F.R. Part 200 Appendix II(J), 2 C.F.R. 200.323, and 40 C.F.R. Part 247.

1. This section applies if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during the City’s preceding fiscal year exceeded \$10,000.
2. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s [Comprehensive Procurement Guideline Program website](#). Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Prohibition on certain telecommunications and video surveillance services or equipment, 2 C.F.R. Part 200 Appendix II(K), 2 C.F.R. 200.216, and Public Law 115-232 Section 889.

1. Contractor is prohibited from obligating or expending loan or grant funds to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. As described in Public Law 115–232, section 889, covered telecommunications equipment is: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of government facilities, physical security

surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

J. Domestic Preferences for Procurements, 2 C.F.R. Part 200 Appendix II(L), 2 C.F.R. 200.322.

1. For the purposes of this Section, the terms below are defined as:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
2. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this award.

K. Other Applicable Federal Statutes, Laws, and Regulations Prohibiting Discrimination.

Contractor agrees to comply with:

1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance;

4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

L. Other Applicable Federal Statutes, Laws, Regulations and Provisions.

1. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
2. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor is encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.
3. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

**ATTACHMENT 1 TO CITY OF OLATHE ARPA CONTRACTUAL ADDENDUM
BYRD ANTI-LOBBYING CERTIFICATION – 31 C.F.R. PART 21**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form - LLL, “Disclosure Form to Report Lobbying.”](#) in accordance with its instructions.
CHECK BOX IF SUBMITTING STANDARD FORM – LLL:

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, K+W Underground, Inc., certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor’s Authorized Official

Bill Ready, President
Name and Title of Contractor’s Authorized Official

6/6/24
Date



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Infrastructure

STAFF CONTACT: Mary Jaeger/Zach Hardy/John Page

SUBJECT: Consideration of approval of Sensus water meter purchase from Core & Main for Infrastructure.

TITLE:

Consideration of approval of Sensus water meter purchase from Core & Main for Infrastructure.

SUMMARY:

The Facility Conservation Improvement Project (FCIP) for Public Works was approved by Council in 2009 (Ordinance No. 09-52) and included the replacement of water meters, throughout the City, with meters from Sensus USA.

Meters purchased under this agreement will be used as replacements of portions of those meters installed in 2009, as well as new water service installations. The City has Sensus water meters installed, and the meters read into the Sensus AMI. Core and Main is the local distributor for Sensus water meters.

Staff is currently working on contract renewal and extension of the price agreement with Sensus. In the interim, staff recommends approval of current purchase for water meters.

FINANCIAL IMPACT:

Expected expenditures are for approximately \$167,985 and will be charged to the Water & Sewer Fund. A portion of this cost will be offset with revenues collected when new service permits are applied and paid for.

ACTION NEEDED:

Approval of Sensus water meter purchase.

ATTACHMENT(S):

A. CER

Date: 7/10/2024



COMPETITION EXCEPTION REPORT

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

SOLE SOURCE

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Allie Wadsworth

Total Cost: 167985.33

Department Contact: Gloria Aust

VENDOR NAME:

Core & Main

COMMODITY/SERVICE DESCRIPTION:

Water Meters

JUSTIFICATION:

Core and Main has held a price agreement for water meters historically for the City. The City price agreement has lapsed and staff are working to renew the agreement. In the interim, these water meters are needed so staff are requesting the approval of funds to continue work until the contract is renewed."



Department Director

John Page
Director of Economy or Designee

Susan Sherman

City Manager
(Required over \$25,000)



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # V169294
Invoice Date 6/28/24
Account # 084161
Sales Rep SAMANTHA HOWARD
Phone # 913-469-5820
Branch #490 Olathe, KS
Total Amount Due \$27,496.32

Backordered from:
5/23/24 U462839

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF OLATHE
ACCOUNTING DIVISION
PO BOX 768
OLATHE KS 66051-0768

000/0000
00000

Shipped To:
CENTRAL RECEIVING
1415 S ROBINSON
OLATHE, KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 2/28/24 Date Shipped 6/26/24 Customer PO # SEE BELOW Job Name Job # Bill of Lading Shipped Via Invoice#
DIRECT V169294

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- CIP PROJ. 5-C-015-24						
	CORE & MAIN PO#- 1713177						
4306GPIPERL	5/8 IPERL MTR GAL LEAD FREE , CRYSTALLINE BODY CONFIG. 11XSAX2XXXSC	597	192	405	143.21000	EA	27,496.32
43C1X1XXBG1A0XXSD	OMNI+ 1-1/2 C2 1G 13LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C1X1XXBG1A0XXSD CONFIG. C1X1XXBF2RXXXSD	29		29	1208.07000	EA	.00
43C2X1XXBG1A0XXSD	OMNI+ 2 C2 1G 17LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C2X1XXBG1A0XXSD CONFIG. C2X3XXBF2RXXXSD	15		15	1390.51000	EA	.00
425396353752201MI	520M S/POINT M2 TC SP HR & LD 5396353752201MI	177		177	154.04000	EA	.00
/45017684315	3" C2 MEASURING ASSY W/REGISTER CONFIG. C3X9XXBF1AXXXSD	4		4	1240.92000	EA	.00
/45017684318	2" C2 MEASURING ASSY W/REGISTER CONFIG. C2X9XXBF2RXXXSD	3		3	858.60000	EA	.00

2024 Water Meter Replacement/Water-Operations/City at Large Projects for Water/
Construction Claims/PRJ-100498/ 5.8" Iperl Meters for CIP meter Change out Project

APPROVED

By Gloria Aust at 3:29 pm, Jul 09, 2024

Freight Delivery Handling Restock Misc Subtotal: 27,496.32
Other: .00
Tax: .00

Terms: NET 30
Ordered By: JENN

Invoice Total: \$27,496.32

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # V189541
Invoice Date 7/02/24
Account # 084161
Sales Rep SAMANTHA HOWARD
Phone # 913-469-5820
Branch #490 Olathe, KS
Total Amount Due \$58,000.05

Backordered from:
5/23/24 U462839

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF OLATHE
ACCOUNTING DIVISION
PO BOX 768
OLATHE KS 66051-0768

000/0000
00000

Shipped To:
CENTRAL RECEIVING
1415 S ROBINSON
OLATHE, KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
2/28/24	6/28/24	SEE BELOW				DIRECT	V189541

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	E/O			
	CUSTOMER PO#- CIP PROJ. 5-C-015-24						
	CORE & MAIN PO#- 1713177						
4306GPIPERL	5/8 IPERL MTR GAL LEAD FREE , CRYSTALLINE BODY CONFIG. I1XSAX2XXXSC	405	405		143.21000 EA	58,000.05	
43C1X1XXBG1A0XXSD	OMNI+ 1-1/2 C2 1G 13LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C1X1XXBG1A0XXSD CONFIG. C1X1XXBF2RXXXSD	29		29	1208.07000 EA	.00	
43C2X1XXBG1A0XXSD	OMNI+ 2 C2 1G 17LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C2X1XXBG1A0XXSD CONFIG. C2X3XXBF2RXXXSD	15		15	1390.51000 EA	.00	
425396353752201MI	520M S/POINT M2 TC SP HR & LD 5396353752201MI	177		177	154.04000 EA	.00	
/45017684315	3" C2 MEASURING ASSY W/REGISTER CONFIG. C3X9XXBF1AXXXSD	4		4	1240.92000 EA	.00	
/45017684318	2" C2 MEASURING ASSY W/REGISTER CONFIG. C2X9XXBF2RXXXSD	3		3	858.60000 EA	.00	

2024 Water Meter Replacement/Water-Operations/City at Large Projects for Water/
Construction Claims/PRJ-100498/ 5.8" Iperl Meters for CIP meter Change out Project

APPROVED

By Gloria Aust at 3:29 pm, Jul 09, 2024

Freight	Delivery	Handling	Restock	Misc	Subtotal:	
						58,000.05
					Other:	.00
					Tax:	.00
					Invoice Total:	\$58,000.05

Terms: NET 30
Ordered By: JENN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # V135853
Invoice Date 6/21/24
Account # 084161
Sales Rep SAMANTHA HOWARD
Phone # 913-469-5820
Branch #490 Olathe, KS
Total Amount Due \$82,488.96

Backordered from:
5/23/24 U462839

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

CITY OF OLATHE
ACCOUNTING DIVISION
PO BOX 768
OLATHE KS 66051-0768

000/0000
00000

Shipped To:
CENTRAL RECEIVING
1415 S ROBINSON
OLATHE, KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
2/28/24	6/20/24	SEE BELOW				DIRECT	V135853

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- CIP PROJ. 5-C-015-24						
	CORE & MAIN PO#- 1713177						
4306GPIPERL	5/8 IPERL MTR GAL LEAD FREE , CRYSTALLINE BODY CONFIG. I1XSAX2XXXSC	1173	576	597	143.21000	EA	82,488.96
43C1X1XXBG1A0XXSD	OMNI+ 1-1/2 C2 1G 13LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C1X1XXBG1A0XXSD CONFIG. C1X1XXBF2RXXXSD	29		29	1208.07000	EA	.00
43C2X1XXBG1A0XXSD	OMNI+ 2 C2 1G 17LL 8WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID C2X1XXBG1A0XXSD CONFIG. C2X3XXBF2RXXXSD	15		15	1390.51000	EA	.00
425396353752201MI	520M S/POINT M2 TC SP HR & LD 5396353752201MI	177		177	154.04000	EA	.00
/45017684315	3" C2 MEASURING ASSY W/REGISTER CONFIG. C3X9XXBF1AXXXSD	4		4	1240.92000	EA	.00
/45017684318	2" C2 MEASURING ASSY W/REGISTER CONFIG. C2X9XXBF2RXXXSD	3		3	858.60000	EA	.00

2024 Water Meter Replacement/Water-Operations/City at Large Projects for Water/
Construction Claims/PRJ-100498/ 5.8" Iperl Meters for CIP meter Change out Project

APPROVED

By Gloria Aust at 1:25 pm, Jun 24, 2024

Freight	Delivery	Handling	Restock	Misc	Subtotal:	82,488.96
					Other:	.00
					Tax:	.00
					Invoice Total:	\$82,488.96

Terms: NET 30
Ordered By: JENN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Infrastructure

STAFF CONTACT: Mary Jaeger/ Zach Hardy/ John Page

SUBJECT: Consideration of award of contract to Independent Salt Company for the Street Maintenance Section of Infrastructure.

TITLE:

Consideration of award of contract to Independent Salt Company for the Street Maintenance Section of Infrastructure.

SUMMARY:

In May, 2023, the City of Overland Park awarded a contract to Independent Salt Company for the purchase of rock salt, and in May 2024, the contract was renewed. This contract allows agencies across the Kansas City metro area to use the contract pricing.

The Street Maintenance Section of Infrastructure uses rock salt to treat the roadways during snow operations.

This agreement holds 2023 prices (\$49.90/ton delivered) for rock salt steady through July 9, 2025. Staff recommends award of contract to Independent Salt Company.

FINANCIAL IMPACT:

Estimated expenditures for the 2024-2025 snow season are \$200,000.00, to be paid from the Street Maintenance operating budget.

ACTION NEEDED:

Award of contract to Independent Salt Company.

ATTACHMENT(S):

A. Contract

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Independent Salt Company, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs rock salt, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a one (1)-year contract with the option to renew for up to (max 5) additional one (1)-year periods upon the written agreement of both parties.

2. COOPERATIVE PROCUREMENT. This Agreement is being made based on the cooperative procurement allowed under the Cooperative Contract between Vendor and the City of Overland Park. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

3. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

4. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

5. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

6. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

7. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

8. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

9. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

10. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

11. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

12. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

14. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

15. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination

(K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County,

Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of
_____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Independent Salt Company

By: _____
Christopher Tully
1126 20th Rd/ PO Box 36
Kanopolis, KS 67454

Exhibit A
Vendor's Proposal

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/895-6040 • Fax 913/895-5055

www.opkansas.org

May 31, 2024

Mr. Christopher Tully
Independent Salt Company
1126 20th Rd./PO Box 36
Kanopolis, KS 67454

RE: RENEWAL OF AGREEMENT FOR ROCK SALT FOR 2024-25

Dear Mr. Tully:

This letter will serve to document that the City of Overland Park, Kansas (the “City”) wishes to renew the Agreement to purchase Rock Salt (the “Product”) with Independent Salt Company (the “Company”). The Agreement for Rock Salt between the City and the Company dated July 10, 2023 (the “Original Agreement”) provides for an option to renew the term. The City, with mutual consent of the Company, wishes to extend beyond the one (1) year Initial Term for the period of July 10, 2024 through July 9, 2025 (the “1st Renewal Term”).

The City understands that the price for the Product during the 1st Renewal Term will remain at the bid rate of \$49.90 per ton delivered. A copy of the Original Agreement, dated July 10, 2023, is attached as Exhibit A. All other terms and conditions of the Original Agreement remain in force and effect during this 1st Renewal Term.

If this is agreeable to the Company please confirm with the signature below.

Return to attention of Alisha Holcomb. If you have any questions, please contact her at 913-327-6681.

Sincerely,



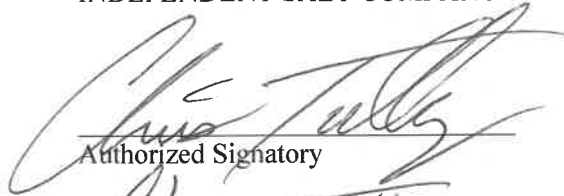
LORI CURTIS LUTHER
CITY MANAGER

Attachment

cc: Elizabeth Kelley, City Clerk	Alisha Holcomb, Contract Specialist
Lorraine Basalo, P.E., Director, Public Works	Peggy Gott, Contract Specialist
Kyle Dieckmann, P.E., Deputy City Engineer	Tiesha Morgan, Contract Specialist
Josh Welge, P.E., Mgr, Maintenance Operations	Bea Thies, Administrative Assistant
Greg Scharff, Superintendent, Public Works Maintenance	Ann Myles, Administrative Assistant
Jeff Smiley, Inventory Control Specialist	

First Renewal of Agreement for
Rock Salt
May 31, 2024
Page 2

INDEPENDENT SALT COMPANY


Authorized Signatory

Chris Tully
Printed Name

Sales Manager
Title

EXHIBIT A

AGREEMENT FOR ROCK SALT

THIS AGREEMENT is made and entered into this 10th day of July, 2023, by and between the City of Overland Park, Kansas, hereinafter the "City", and Independent Salt Company, hereinafter the "Vendor".

WITNESSETH:

WHEREAS, the City desires to purchase rock salt in accordance with the Bidding Specifications for Rock Salt issued by the City on May 9, 2023 (hereinafter the "Specifications"); and

WHEREAS, the Vendor has submitted to the City, a bid, in accordance with the requirements of the above-referenced Specifications; and

WHEREAS, the City has selected the Vendor to provide the rock salt upon the terms and conditions and for the sum set forth herein.

NOW THEREFORE, in consideration of the compensation to be paid to the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed as follows:

SECTION I – SCOPE

Vendor shall provide Rock Salt to the City in accordance with the Specifications attached hereto and incorporated by reference herein as Exhibit A and at the prices set forth in the Bid for Rock Salt, attached hereto and incorporated by reference herein as Exhibit B.

SECTION II - PRICE AND PAYMENT TERMS

Vendor shall provide the material described in the Specifications attached and abide by the terms and conditions of this Agreement. In consideration of accepted material, the City will pay the Vendor the scheduled prices set forth in Bid for Rock Salt, subject to the terms and conditions of this Agreement.

All compensation due shall be payable to Vendor within thirty (30) days of receipt of an undisputed invoice and upon satisfactory completion and acceptance of delivered rock salt.

SECTION III - AGREEMENT TERM

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal period, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

SECTION IV – CASH BASIS LAW

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for such purpose

during the City's then current budget year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify Vendor of such termination, which shall not constitute a default under this Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

SECTION V - WARRANTY

The Vendor warrants that each truck load of rock salt shall meet or exceed the requirements set forth in the Specifications. Rock salt failing to comply with the Specifications shall be replaced and/or corrected pursuant to Section IX Material/Work Acceptance of this Agreement, upon receipt of notification, at no cost to the City.

SECTION VI - DESIGNATION OF CONTACT PERSONS

The Vendor shall designate and provide the name and phone number of the person who will be responsible for coordinating all activities with the City. The City shall provide similar contact information to the Vendor. Both designees shall be available during normal business hours.

SECTION VII - VENDOR'S PERFORMANCE

The Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation required to deliver (if required) the rock salt to the City's facilities listed in the bidding documents (the "Facilities"), all work to be done in a good and workmanlike manner to the entire satisfaction of the City, and in accordance with all City, State and Federal laws applicable thereto.

SECTION VIII - VENDOR'S RISK

Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

SECTION IX - MATERIAL/WORK ACCEPTANCE

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

SECTION X - INDEPENDENT CONTRACTOR

The Vendor is an independent contractor and as such is not an employee or agent of the City.

SECTION XI - INDEMNITY

- a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:
1. "The Vendor" means and includes Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
 2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.
- b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.
- It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.
- d. Waiver of Statutory Defenses: With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

SECTION XII – INSURANCE

The Vendor shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms acceptable to the City.

Vendor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Vendor shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Vendor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum

amounts required herein. Vendor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

a. Commercial General Liability:

Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

Name City of Overland Park as "Additional Insured"

- b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured."

Note: Vendor expressly agrees to only utilize vehicles properly insured under the requirements of this Agreement while performing the services set forth herein, and to ensure that its subcontractors comply with the same.

- c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

SECTION XIII - DISPUTE RESOLUTION

City and Vendor agree that disputes relative to this Agreement shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the delivery of the rock salt as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

SECTION XIV – NON-DISCRIMINATION/OTHER LAWS

- a. The Vendor agrees that:
1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Overland Park Municipal Code Chapter 8.10, and shall

- not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 3. If the Vendor fails to comply with the manner in which the Vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 4. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, or Overland Park Municipal Code Chapter 8.10, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

- b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

SECTION XV - CONTRACT DOCUMENTS COMPLIMENTARY

The bidding documents, bid, and Agreement are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the bidding documents, bid, and Agreement is to include all labor, materials, tools, equipment, and transportation necessary for the workmanlike delivery of the rock salt in accordance with the bidding documents, bid, and Agreement. This Agreement supersedes all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect. This Agreement may not be amended or modified except by written agreement of both parties.

SECTION XVI – SEVERABILITY

The parties agree that should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XVII - APPLICABLE LAW

This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

SECTION XVIII - NOTICE TO PARTIES

All notices and demands of any kind which either party may serve upon the other party under this Agreement shall be served by personal service, or by leaving the notice or demand at the address set forth below, or by forwarding a copy thereof by first class mail, postage prepaid, or by telecopier, addressed as follows:

To City: City of Overland Park, Kansas
Department of Public Works
6869 W 151st Street
Overland Park, Kansas 66223
ATTN: Joshua Welge


To Vendor: Independent Salt Company
1126 20th Rd. / PO Box 36
Kanopolis, KS 67454

or to such other address as may be specified from time to time by the relevant party. Service shall be deemed complete when the notice or demand is received by the party to whom it is addressed.

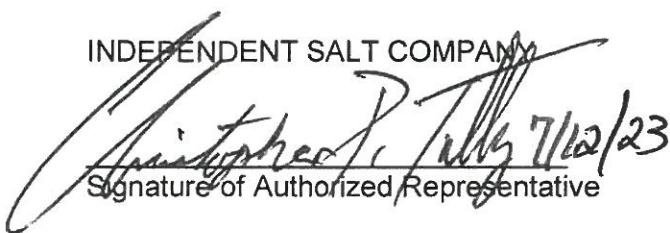
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

CITY OF OVERLAND PARK, KANSAS

INDEPENDENT SALT COMPANY



Jim Kite, Acting Mayor




Signature of Authorized Representative
Christopher P. Tully, Sales Manager
Printed Name and Title

ATTEST:



Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:



Stephen B. Horner
Sr. Assistant City Attorney

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

**SPECIFICATIONS
FOR
ROCK SALT**

SECTION 1: INSTRUCTIONS TO BIDDERS

- 1.01 GENERAL:** This bid package covers the supply and delivery of rock salt which will be used for snow and ice control on roads and bridges. The successful bidder to whom the bid is awarded (hereinafter "Vendor") shall be required to supply rock salt materials to the City of Overland Park (hereinafter "City"), and at their respective option, the participating agencies of: Blue Valley School District, Johnson County, Leawood, Lenexa, Mission, Olathe, Roeland Park, and Shawnee, (hereinafter "Participating Entities"). This is a public agency bid which will require a formal agreement to be entered into between the Vendor and the City.

Vendor agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid. Sales will be made in accordance with the prices, terms, and conditions of these bidding documents and any subsequent agreement.

It is understood that the City and the Participating Entities pay no Federal or State taxes and the bid price for material includes all material and handling charges and the net price for material and delivery includes all material, transportation and handling charges.

- 1.02 AGREEMENT:** The Vendor shall enter into a formal agreement with the City, (hereinafter "Agreement"). The bidding documents herein, the Vendor's submitted bid and any attachments to those documents shall be considered inclusive to the Agreement. **A form agreement entitled "Agreement for Rock Salt" (hereinafter "Form Agreement") is provided with these bidding specifications. The successful Vendor will be required to enter into an agreement with the City containing the terms and conditions of the Form Agreement.**

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal periods, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available.

- 1.03 DISCREPANCIES AND INQUIRIES:** Before submitting its bid, the Bidder shall carefully examine the entire contents of the bidding documents so as to be thoroughly familiar with all the requirements. Bidders are instructed to acquaint themselves with all the conditions affecting the bid and the provision of associated materials and or work contemplated hereunder.

Bidders will promptly notify the City's contract specialist (the "Contract Specialist") of any discrepancies, ambiguity, or error which they discover upon examination of the bidding documents. Discrepancy notifications and/ or inquiries for clarification or interpretation of the bidding documents should be made to:

Alisha Holcomb, Contract Specialist
City of Overland Park
Public Works Department
8500 Santa Fe Drive
Overland Park, Kansas 66212
Phone: 913-327-6681
Email: alisha.holcomb@opkansas.org

- 1.04 ADDENDUM:** All corrections, changes or interpretations of the bid documents will be made by addendum from the Contract Specialist. Interpretations, corrections, or changes to the bid documents made in any other manner will not be binding.

All addenda issued during the time of bidding will become part of the bidding documents and receipt thereof shall be acknowledged on the bid form. Addenda will be provided to all those known to have a complete set of bidding documents addressed to their last known address. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

- 1.05 SUPPLY METHOD (Delivery / Pickup):** At its option, the City may elect to purchase materials for either pick up by the City at the Vendor's supply location or delivered F.O.B. to one or more City designated facilities. Material elected for pick up will be loaded onto provided transport trucks incidental to the "Material Only" bid price. Material requested to be delivered will be transported and unloaded to one or more of the following designated facility locations:

City of Overland Park:

Dennis Garrett Maintenance Facility
11300 West 91st Street
Overland Park, KS 66214

Blue Valley Maintenance Facility
6869 West 153rd Street
Overland Park, KS 66223

Hardy Street Storage Facility
11921 Hardy Street
Overland Park, KS 66213

Participating Agencies:

Blue Valley School District
Bin #1: 7480 W. 149th Terr.
Overland Park, KS 66223
Bin #2: 9000 W. 165th St.
Overland Park, KS 66085

Johnson County
1800 W. Old 56 Highway
Olathe, KS 66061

City of Leawood
14303 Overbrook Rd.
Leawood, KS

City of Lenexa
Meritex Cave Storage Facility
10100 Block of Renner Blvd.
(South Entrance)
Lenexa, KS 66219

City of Mission
4775 Lamar Ave.
Mission, KS 66202

City of Olathe
Olathe Maintenance Facility
201 E. Harold St.
Olathe, KS 66061

City of Roeland Park
4717 Roe Pkwy.
Roeland Park, KS

City of Shawnee
18690 Johnson Drive
Shawnee, KS 66217

Deliveries to the City of Overland Park may utilize standard single vehicle dump truck, tractor trailer end up, and/or belly dump style delivery trucks. Vendor shall note that there may be participating agencies that have delivery locations with certain height limitations, (no greater than 16 feet) and which may require the restrictive use of belly dump delivery trucks only.

The listed designated facilities are not permanently staffed or equipped to receive bulk material deliveries and as such shall require a 24 hour advance notice by the Vendor to the City on all delivery schedules. General operating hours of the facilities are from 8:00 am to 3:30 pm Monday through Friday; however, the Vendor must provide the required advance notice and delivery coordination schedule. Unless otherwise specified at the time of order, delivered materials shall be supplied no later than ten (10) calendar days from receipt of order.

- 1.06 ACCEPTANCE:** Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

- 1.07 ESTIMATED QUANTITY:** The combined estimated bid quantity for bulk rock salt among the City and the Participating Entities is 29,250 tons, (uncoated). The estimated quantity is based on average seasonal need; however, the actual purchase amount will vary from the estimate pursuant to experienced needs during the bid term. Itemized quantity estimates are as follows:

City of Overland Park =	5,000 Tons
Blue Valley Schools =	750 Tons
Johnson County =	2,500 Tons
City of Leawood =	1,000 Tons
City of Lenexa =	6,000 Tons
City of Mission =	1,000 Tons
City of Olathe =	9,500 Tons
City of Roeland Park =	1,000 Tons
City of Shawnee =	2,500 Tons

Bidders Note – The estimated quantities are for uncoated mined bulk rock salt. To accommodate the

Participating Entities' possible purchase of mined rock salt that has been pre-coated with a wetting agent, that material has been included as a bid item. Bidders may submit prices on one or both of these material products.

1.08 MATERIAL ORDERS: Orders for materials shall be made separately pursuant to individual needs by the City and each of the Participating Entities. **Orders by the City and each of the Participating Entities will be made through separate individual purchase orders. All receiving, inspection, payments, and other procurement administration will be the responsibility of the individual Participating Entity. Disputes arising from the sale of materials to any of the Participating Entities or that result in payment claims shall be severable and shall not affect the sale of orders to the City or any other non-involved Participating Entities.**

1.09 INSURANCE: The Vendor shall be required to procure and maintain the following types and levels of insurance during the life of the resulting Agreement with the City.

a. Commercial General Liability:

Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

Name City of Overland Park as "Additional Insured". *(See Bidders Note)

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured." (*See Bidders Note)

c. Workers' Compensation: This insurance shall protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

***Bidders Note** – The successful bidder may be required to enter into separate agreements with each of the individual Participating Entities, and such individual Participating Entities may request they be named as "Additional Insured" for their respective agreement.

1.10 INDEMNITY:

a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:

1. "The Vendor" means and includes the Vendor, all of its affiliates and subsidiaries, its subcontractors and material, men and their respective servants, agents and employees; and
2. "Loss" means any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement, whether arising before or after the completion of the performance required hereunder.

b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

d. Waiver of Statutory Defenses: With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

1.11 NON-DISCRIMINATION/OTHER LAWS:

- a. The Vendor agrees that:
1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Overland Park Municipal Code Chapter 8.10, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 3. If the Vendor fails to comply with the manner in which the Vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

4. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, or Overland Park Municipal Code Chapter 8.10, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

1.12 BID AWARD: The unit price for each bid item will be used in determining the successful low bidder. Bid items shall include both bulk uncoated rock salt and pre-coated, pre-wetted rock salt. Bid items may be awarded separately; therefore bidders may submit prices on one or both of the items. **The Vendor(s) awarded the bid shall be required to enter into a formal agreement with the City. At their option each Participating Entity may also adopt the bid results and enter into a separate formal agreement with the Vendor. Bid prices shall be good for a period of one (1) year from the date of execution of the Agreement. At the City or Participating Entity's option, the Agreement may be renewed for two (2) additional one (1) year renewal periods. The Vendor(s) awarded this bid will be expected to enter into separate formal agreements with each Participating Entity, which contain the terms and conditions set forth herein, including but not limited to indemnification obligations to each Participating Entity, for their respective agreement, as required towards the City as set forth herein and additional insured status for each Participating Entity, in each of their respective agreements, as required towards the City as set forth herein.**

Bid Items:

- | | |
|--------------------|--|
| Uncoated Rock Salt | -Delivered |
| Uncoated Rock Salt | -Undelivered (Supplier's Named Location) |
| Coated Rock Salt | -Delivered |
| Coated Rock Salt | -Undelivered (Supplier's Named Location) |

SECTION 2: SPECIFICATIONS

2.01 GENERAL: Rock salt to be supplied in accordance with the bid documents shall be suitable for use in the control of ice and snow on municipal streets and bridges. The materials which may be requested to be supplied include both un-coated mined natural rock salt and mined natural rock salt which has been pre-treated with a chemical pre-wetting agent. Whenever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

Supplied rock salt shall be of fresh stock. Reclaimed salt will not be accepted. Both uncoated and coated rock salt shall be supplied at a reasonable moisture content so as to be uniformly free of hardened crystallized nodules or other permanent physical defects which prevents the material from being granularly spread.

2.02 PHYSICAL AND CHEMICAL REQUIREMENTS: Dry raw salt to be utilized in the supply of coated and uncoated rock salt shall have a bulk density of 72 lbs. per cubic foot and shall comply with the most current version of ASTM D632 for Type I, Grade 1 sodium chloride.

Coated rock salt shall not require any extra handling or equipment and shall be delivered ready to be applied as snow and ice control material. The chemical coatings used on coated rock salt shall be bonded to the dry salt and/or comprised of such characteristics so as to not separate, run or form pools when the rock salt material is stored for long periods of time, (more than 12 months and in temperatures up to 100 degrees F.). Coated rock salt shall include a corrosion inhibitor and remain free flowing to -20 degrees F.

2.03 BID SAMPLE: Each bidder shall submit, **upon request**, a representative sample of at least **one (1) pound** of the type of salt being proposed. Each sample shall be plainly marked to show the name of the bidder and the material's location of origin. Samples can be hand delivered or mailed and clearly marked, "**BID SAMPLE: ROCK SALT,**" to the City of Overland Park, 6869 W 153rd St, Overland Park Kansas 66223.

2.04 MATERIAL SAFETY DATA INFORMATION: Vendor shall provide, for the materials being supplied, current Safety Data Sheets (SDS) with each delivery.

2.05 TESTING: At its option the City may request sample random tests be performed by the Vendor to show supplied material conforms to the specifications. Requested tests shall be at the Vendor's expense and shall follow applicable ASTM testing procedures for moisture content, gradation, PH and sodium content. The number of random test requests shall not exceed 1 per 2500 tons ordered, except where failure to comply with the specifications is found for which the number of tests will be dependent upon finding accepted test results.

Independent Salt Co.

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

BID FOR ROCK SALT

- The undersigned proposes to furnish and deliver rock salt, as indicated below and in accordance with the bidding documents.

CITY RESERVES THE RIGHT TO AWARD ANY ONE BID ITEM, A COMBINATION OF BID ITEMS, OR ALL BID ITEMS TO ONE OR MORE VENDORS. BIDS MAY BE SUBMITTED FOR ONE OR MORE BID ITEMS BY ANY ONE VENDOR. IF MORE THAN ONE BID IS SUBMITTED, PLEASE SUBMIT EACH BID IN A SEPARATE ENVELOPE.

Estimated Quantities: 29,250 tons (uncoated) and 1 ton (coated)

Unit Price for Uncoated "Dry" Rock Salt:

Material and Delivery cost per ton \$ 49.90

Material Only cost per ton (Picked Up*) \$ No Bid

Unit Price for Coated "Pre-wetted" Rock Salt:

Material and Delivery cost per ton \$ No Bid

Material Only cost per ton (Picked Up*) \$ No Bid

***Name and Address of Pickup Location:**

To be a valid bid, bid submittals shall include:

- At least five (5) references from agencies to whom the bidder has supplied rock salt in the last three (3) years.
- Material Safety Data Sheet for each type of salt proposed.
- Physical and chemical quality confirmation test data (ASTM D632) for each type of salt proposed.
- Delivery amount in tons per individual truck load.
- Location of origin for each type of salt proposed.

This information may be submitted on a separate attachment.

Tons per truck load 25 (approx.)

Origin Uncoated Rock Salt Independent Salt Company; Kanopolis, KS

Origin Coated Rock Salt N/A

- It is understood that the unit price bid shall be the price charged to the City for rock salt as outlined in the Bid Specification form as either delivered to the facilities listed in the bidding documents or for the material only. The bid award will be based on the lowest overall cost to the City. Bid prices shall be good for a period of one (1) year from the execution of the Agreement. Bidders must state on the bid form any variances and/or exceptions they may have to any bid document requirement.

Pursuant to the Agreement Term, bid prices may be extended for up to two (2) additional one (1) year periods at the sole option of the City.

3. Bidder acknowledges the quantity being bid is an **estimated quantity**. The actual quantity purchased will depend upon need at the time of order during the period the bid prices are valid.
4. The City reserves the right to purchase the material at either the "material and delivery cost per ton" bid or at the "material only cost per ton" bid. If material is delivered, the City expects a maximum delivery time within **10 calendar days** following a requisition for material. **Salt must be delivered by truck from the mine or a suitable stockpile.**
5. The undersigned agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid.
6. In submitting this bid, the undersigned declares that he/she is the only person interested in said bid; that it is made without any connection with any person or persons making another bid for the same contract; and that the bid is in all respects fair and without collusion, fraud, or misrepresentation.
7. The undersigned further declares that he/she has carefully examined the bidding documents and has satisfied himself/herself as to the method of estimating quantities and stockpile locations and understands that in signing this bid he/she waives all right to plead any misunderstanding regarding same. Bids cannot be altered or changed after they have been received by the City and opened.
8. Undersigned acknowledges receipt of Addendum (if an Addendum was issued) _____.

VARIANCES: (Please state variances if material differs from specifications.)

DATE: 5/23/2023

Independent Salt Company

Company Name

Christopher P. Tully

Signature

Christopher P. Tully

Printed Name

1126 20th Rd. / P.O. Box 36

Street Address

Kanopolis, KS 67454

City/State/Zip Code

(785) 472-4421

Telephone Number

chris@indsalt.com

Email Address

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Quality of Life

STAFF CONTACT: Mike Sirna, John Brockus, John Page

SUBJECT: Consideration of award of contract to Gerken Rent-All Inc., for portable restroom services for the Parks and Recreation Department.

TITLE:

Consideration of award of contract to Gerken Rent-All Inc., for portable restroom services for the Parks and Recreation Department.

SUMMARY:

On May 10, 2024, one (1) bid was received for portable restroom services for the City's Park and Recreation department. The contract is used by Parks and Recreation department of Quality of Life to supply and maintain portable restrooms at various park locations, trails, athletic facilities and for special events.

Staff recommends award of contract to Gerken Rent-All Inc., for a three (3) year period with the option to renew.

146 vendors were notified of this bid.

FINANCIAL IMPACT:

Annual anticipated expenditures for the contract term are \$60,000 to be paid from the applicable department line-item budget or project.

ACTION NEEDED:

Acceptance of award of contract to Gerken Rent-All Inc., for portable restroom services for the Parks and Recreation Department. .

ATTACHMENT(S):

A. Contract

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Gerken Rent-All Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs rentals and cleaning maintenance of portable restrooms and handwashing stations, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to (2) additional one (1)-year periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be

addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this ____ day of

_____ 20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore
City Attorney or Deputy/Assistant City Attorney

Gerken Rent-All Inc.

By: _____
Rusty Gerken, President
31600 Old Kansas City Rd
Paola, KS 66071

Exhibit A
Vendor's Proposal

Name	Unit	Unit Pricing
Regular Portable Toilets - Cleaned Once a Week. Price Per Unit/Month	Each	\$65.00
ADA Portable Toilets - Cleaned Once a Week. Price Per Unit/Month	Each	\$120.00
Regular Portable Toilets - Cleaned Twice Weekly. Price Per Unit/Month	Each	\$85.00
ADA Portable Toilets - Cleaned Twice Weekly. Price Per Unit/Month	Each	\$150.00
Regular Portable Toilets for Special Events. Price Per Unit/Month	Each	\$65.00
ADA Portable Toilets for Special Events. Price Per Unit/Month	Each	\$120.00
Hand Washing Stations for Special Events. Price Per Unit/Month	Each	\$85.00
Servicing of Regular Portable Unit for Special Event	Each	\$15.00
Servicing of ADA Portable Unit for Special Event	Each	\$15.00
Servicing of Hand Washing Station for Special Event	Each	\$15.00
Hand Sanitizer Station	Each	\$15.00
Multiple Stall Restroom Trailer	Each	\$750.00
Delivery Fee	Each	\$0.00
Pick Up Fee	Each	\$0.00
Mileage Charge and/or Trip Charge	Each	\$0.00
After Hours Mileage Charge and/or Trip Charge	Each	\$200.00
Additional Pump Out/Waste Removal	Each	\$0.00
On Site Attendant	Each	\$75.00

LOC. NO.	Portable Restrooms Location	TYPE OF UNIT	QTY	RENTAL FROM DATE	RENTAL TO DATE	SERVICED 1/WEEK	SERVICED 2/WEEK
1	Arrowhead Park	Regular	1	Year round			X
2	Black Bob Park Near Playground	ADA	1	1-Nov	30-Apr		X
3	Blacbob Park North Parking lot	ADA	1	1-Nov	30-Apr		x
4	Black Bob Park Maint Shop	ADA	1	Year round			X
5	Frontier Park	Regular	1	Year round			X
6	Frontier Park	ADA	1	Year round			X
7	South Frisco Lake	ADA	1	Year round			X
8	South Frisco Lake	Regular	1	Year round			X
9	Streamway Park Access	ADA	1	Year round			X
10	Waterworks Park	ADA	1	Year round			X
11	Household Hazardous Waste*	Regular	1	Year round			X
12	Landfill*	Regular	1	Year round			X
13	Transfer Station*	Regular	2	Year round			X
14	Lone Elm Park - Soccer	Regular	3	1-Mar	30-Nov		X
15	Lone Elm Park - Soccer	ADA	1	Year round			X
16	Lone Elm Park - Softball	Regular	2	1-Mar	30-Apr		X
17	Lone Elm Park – Park Road	ADA	1	1-Nov	30-Apr		X
18	Olathe Girls Softball Complex	Regular	2	1-Mar	30-Apr		X
19	Prairie Center Park Near Playground	ADA	1	1-Nov	30-Apr		X
20	Prairie Center Park Near Restrooms	ADA	2	1-Mar	30-Apr		X
21	Prairie Center Park Near Shop	ADA	1	Year round			X
22	Trail Head	ADA	1	Year round			X
23	Two Trails Park	ADA	2	1-Nov	30-Apr		X
24	Cedar Lake (North)	Regular	5	1-Mar	31-Oct		X
25	Cedar Lake (North)	ADA	3	Year round			X
26	Cedar Lake (South)	Regular	1	1-Mar	31-Oct		X
27	Cedar Lake (South)	ADA	1	Year round			X
28	Lake Olathe Beaver Shelter	ADA	1	1-Nov	30-Apr		X
29	Lake Olathe Disc Golf Course	Regular	1	Year round			X
30	Lake Olathe Boat Ramp	ADA	1	Year round			X
31	Lake Olathe Dennis Ave on CC Trail	ADA	1	Year round			x
32	Lake Olathe Marina	ADA	1	1-Nov	30-Apr		X
33	CBAC cricket field	ADA	1	1-Mar	31-Oct		X
34	Indian Creek cricket field	ADA	1	Year round			X
35	Ensor Farm	ADA	1	1-Mar	31-Oct		X
36	Oregon Trail Park Playground	ADA	1	1-Nov	30-Apr		x

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Police

STAFF CONTACT: Chief Mike Butaud

SUBJECT: Consideration of extending AXON™ contract two additional years (2028 - 2029) at the 2022 pricing agreement while including additional features and products. Upgrade Taser technology to the newest and most effective Taser. Upgrade Interview rooms in new building.

TITLE:

Consideration of extending AXON™ contract two additional years (2028 - 2029) at the 2022 pricing agreement while including additional features and products. Upgrade Taser technology to the newest and most effective Taser. Upgrade Interview rooms in new building.

SUMMARY:

On July 18th, 2023, City Council approved an increase in the Police Department's Axon contract amount to cover many future-ready products (5G technology), cost reduction measures, enhanced security, disaster recovery and business continuity (cloud data storage). Currently, the Police Department is requesting City Council approval to extend the Axon contract which includes improved technology and additional products and features.

Contract Extension Proposal:

Extension Details:

- **Duration:** A two-year extension, commencing from the current contract end date (2027).
- **Pricing:** Maintain the current 2022 pricing agreement throughout the extension period.

Cost Analysis for 2027 Contract Renewal:

To provide a clear financial outlook, we have conducted an analysis of potential cost increases for the 2027 contract renewal. Historical data and market trends indicate an approximate average annual price increase of 4-7% for similar contracts. Without the proposed extension, our costs could escalate by approximately 30% compared to the current agreement.

Upgrade Proposal: Transition from Taser 7 to Taser 10

In conjunction with the contract extension, we propose upgrading our current inventory of Taser 7 units to the advanced Taser 10 model. This upgrade is pivotal for enhancing community and officer safety and operational efficiency, and it also presents a unique opportunity for cost savings due to a special one-time offer from Axon.

This project increases Olathe PD's technology by:

- Addition of 165 x TASER10 devices
 - Upgrade Details:
 - Current Model: Taser 7

MEETING DATE: 7/16/2024

- Proposed Model: Taser 10
 - Benefits: Improved performance metrics, enhanced safety features, and substantial cost reductions under the current promotional offer provided by Axon.
 - 10 x Interview Rooms in New Building
 - 7 x OSP10 Bundles
 - 7 x Fleet3 Units
 - Professional licenses
 - Unlimited Auto Transcribe at no cost.
 - 3rd Party Video Playback at no cost.
 - Axon Investigate at no cost.
 - **2 additional years** of Axon products and services.
- Total **savings over \$3,116,017.83** for the next 5 years (**\$623,203.57 annually**).

Included Concessions with the New Contract:

We greatly appreciate Axon's commitment to supporting our organizational needs. As part of our proposal, the following concessions are included with the new contract at no additional cost:

- **T7 to T10 Concession:** \$564,360
- **3rd Party Video Playback Concession:** \$120,625
- **Axon Investigate Pro Concession:** \$107,417
- **Community Request Concession:** \$105,462
- **Unlimited Auto-Transcribe Concession:** \$219,380
- **Interview Room Concession:** \$66,000
- **TOTAL Concessions Offered:** \$1,188,244

We firmly believe that extending our current contract by two years at the 2022 pricing level, combined with the upgrade to the Taser 10 model and the inclusion of additional concessions, represents a strategic decision that is aligned with our organizational goals of maintaining operational excellence, advancing officer safety standards, and optimizing fiscal responsibility.

FINANCIAL IMPACT:

Total expenditures will be \$1,365,109.38 over the next five years.

Year one: \$67,493.34

Year two: \$134,986.70

Year three: \$134,986.70

Year four: \$513,821.32

Year five: \$513,831.32

ACTION NEEDED:

Approve contract amount and extend the service length for additional and current services.

ATTACHMENT(S):

A - Axon Amendment/Quote

B - Olathe PD Amendment

AMENDMENT NO. 3 TO CITY OF OLATHE AGREEMENT

This Amendment is made this _____ day of _____, 2024, by and between the City of Olathe (“City”) and Axon Enterprise, Inc.(“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Vendor have previously entered into an Agreement, dated December 14, 2022 (“the Agreement”), for body camera and in-car video platform services; and

WHEREAS, Section 2 of the Agreement states that Vendor may provide services in addition to those listed in Exhibit A to the Agreement when authorized in writing by City and Section 14 of the Agreement provides that the Parties may modify or amend the Agreement in writing mutually agreed to by both Parties; and

WHEREAS, the Parties previous amended the Agreement on the 6th date of December 2023, to adjust the quoted services listed in Exhibit A to the Agreement; and

NOW THEREFORE, the Parties hereby agree as follows:

- A. City agrees to Vendor an amount not to exceed \$ 1365109.38 for the work described in Quote Q-521565-45478.681JK which is attached hereto as **Exhibit A**. Such work constitutes additional serves beyond those contracted for in the Agreement and any prior written amendment.
- B. “TASER Device Appendix” and “Axon Fleet Appendix” and “Axon Investigate Appendix” are incorporated herein and attached hereto as **Exhibit B**.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written amendment and by this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
(Mayor)

ATTEST:

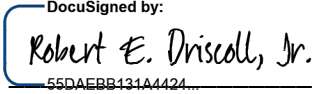
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Axon Enterprise, Inc.

By: 
55DAEBB131A4424...
Robert E. Driscoll, Jr., Deputy General
Counsel
17800 N. 85th St.
Scottsdale, AZ 85255



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Exhibit A

Q-521565-45478.681JK

Issued: 07/05/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 10/15/2024

Account Number: 107387

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Olathe PD 1200 S HARRISON ST OLATHE, KS 66061-4606 USA	Olathe Police Dept. - KS PO Box 768 Olathe KS 66051-0768 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Klajnbart Phone: (757) 869-2811 Email: jklajnbart@axon.com Fax:	Curtis Bowman Phone: (913) 971-7783 Email: cbowman@olatheks.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,365,109.38
ESTIMATED TOTAL W/ TAX	\$1,365,109.38

Discount Summary

Average Savings Per Year	\$623,203.57
TOTAL SAVINGS	\$3,116,017.83

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$67,493.34	\$0.00	\$67,493.34
Sep 2025	\$134,986.70	\$0.00	\$134,986.70
Sep 2026	\$134,986.70	\$0.00	\$134,986.70
Sep 2027	\$513,821.32	\$0.00	\$513,821.32
Sep 2028	\$513,821.32	\$0.00	\$513,821.32
Total	\$1,365,109.38	\$0.00	\$1,365,109.38

Quote Unbundled Price: \$4,481,127.21
 Quote List Price: \$4,168,976.61
 Quote Subtotal: \$1,365,109.38

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$975,496.84)	(\$975,496.84)	\$0.00	(\$975,496.84)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$260,050.43)	(\$260,050.43)	\$0.00	(\$260,050.43)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	60	\$258.84	\$216.65	\$150.45	\$1,489,455.00	\$0.00	\$1,489,455.00
Fleet3B	Fleet 3 Basic	8	60	\$148.08	\$161.41	\$138.41	\$66,436.80	\$0.00	\$66,436.80
Fleet3BRe	Fleet 3 Basic Renewal	85	60	\$71.35	\$96.41	\$69.01	\$351,951.00	\$0.00	\$351,951.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$76.57	\$36.07	\$36.07	\$6,492.60	\$0.00	\$6,492.60
BWCamTAP	Body Worn Camera TAP Bundle	36	60	\$43.70	\$33.80	\$33.80	\$73,008.00	\$0.00	\$73,008.00
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8			\$64.00	\$64.00	\$512.00	\$0.00	\$512.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10			\$243.31	\$243.31	\$2,433.10	\$0.00	\$2,433.10
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$243.31	\$243.31	\$973.24	\$0.00	\$973.24
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8			\$132.00	\$132.00	\$1,056.00	\$0.00	\$1,056.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4			\$397.51	\$397.51	\$1,590.04	\$0.00	\$1,590.04
100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8			\$267.00	\$267.00	\$2,136.00	\$0.00	\$2,136.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$685.49	\$685.49	\$2,741.96	\$0.00	\$2,741.96
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3			\$1,231.88	\$1,231.88	\$3,695.64	\$0.00	\$3,695.64
100678	AXON INVESTIGATE - DONGLE - PRO USB	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11			\$243.31	\$243.31	\$2,676.41	\$0.00	\$2,676.41
50298	AXON INTERVIEW - CAMERA - OVERT DOME	11			\$992.92	\$992.92	\$10,922.12	\$0.00	\$10,922.12
50295	AXON INTERVIEW - SERVER - PRO	2			\$7,668.11	\$7,668.11	\$15,336.22	\$0.00	\$15,336.22
50322	AXON INTERVIEW - TOUCH PANEL PRO	8			\$3,286.23	\$3,286.23	\$26,289.84	\$0.00	\$26,289.84
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	8	60		\$3,363.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
AB3C	AB3 Camera Bundle	13			\$789.00	\$789.00	\$10,257.00	\$0.00	\$10,257.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	60		\$27.12	\$0.00	\$0.00	\$0.00	\$0.00
73618	AXON COMMUNITY REQUEST	162	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	60		\$22.57	\$0.00	\$0.00	\$0.00	\$0.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	56		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	56		\$32.75	\$32.75	\$3,668.00	\$0.00	\$3,668.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	60		\$28.21	\$28.21	\$6,770.40	\$0.00	\$6,770.40
100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	60		\$282.08	\$179.71	\$10,782.60	\$0.00	\$10,782.60
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH	8	56		\$1,500.00	\$1,500.00	\$12,000.00	\$0.00	\$12,000.00

PANEL-PC								
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	56	\$28.01	\$28.01	\$12,548.48	\$0.00	\$12,548.48
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	60	\$27.12	\$27.12	\$14,644.80	\$0.00	\$14,644.80
73618	AXON COMMUNITY REQUEST	36	60	\$10.85	\$10.85	\$23,436.00	\$0.00	\$23,436.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	60	\$111.75	\$111.75	\$26,820.00	\$0.00	\$26,820.00
73680	AXON RESPOND PLUS - LICENSE	36	60	\$21.48	\$21.48	\$46,396.80	\$0.00	\$46,396.80
80402	AXON RESPOND - LICENSE - FLEET 3	93	60	\$16.92	\$16.92	\$94,413.60	\$0.00	\$94,413.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	56	\$110.97	\$110.97	\$111,857.76	\$0.00	\$111,857.76
BasicLicense	Basic License Bundle	12	60	\$16.27	\$16.25	\$11,700.00	\$0.00	\$11,700.00
ProLicense	Pro License Bundle	52	60	\$43.40	\$0.21	\$656.24	\$0.00	\$656.24
A la Carte Services								
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	60	\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
85144	AXON BODY - PSO - STARTER	1		\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$13,000.00
85147	AXON TASER - PSO - STARTER	1		\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10		\$7,450.00	\$7,450.00	\$74,500.00	\$0.00	\$74,500.00
A la Carte Warranties								
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	4	60	\$29.29	\$29.29	\$7,029.60	\$0.00	\$7,029.60
50448	AXON INTERVIEW - EXT WARRANTY	10	45	\$28.54	\$28.54	\$12,843.00	\$0.00	\$12,843.00
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85		\$213.00	\$213.00	\$18,105.00	\$0.00	\$18,105.00
Total						\$1,365,109.38	\$0.00	\$1,365,109.38

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	15		09/15/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	13		09/15/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	15		09/15/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		09/15/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		09/15/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	165	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	5		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	3300		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	990		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	29		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	5		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	330		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3		09/15/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	8		09/15/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8		09/15/2024
A la Carte	100678	AXON INVESTIGATE - DONGLE - PRO USB	1		09/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	8		10/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	8		10/15/2024
A la Carte	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8		01/15/2025
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4		01/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10		01/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4		01/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11		01/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4		01/15/2025
A la Carte	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3		01/15/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2		01/15/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11		01/15/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	8		01/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8		01/15/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8		01/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3		09/01/2025
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	37		09/01/2025

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	169		09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	21		09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	500		09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320		09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	490		09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320		09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	500		09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320		09/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3		03/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	37		03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	169		03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	21		03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	490		09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320		09/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	10/15/2024	10/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1650	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	10/15/2024	10/14/2029
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	10/15/2024	10/14/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	16	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	85	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	170	10/15/2024	10/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	156	10/15/2024	10/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	52	10/15/2024	10/14/2029
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	10/15/2024	10/14/2029
A la Carte	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	10/15/2024	10/14/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	10/15/2024	10/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/15/2024	10/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	10/15/2024	10/14/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	10/15/2024	10/14/2029
A la Carte	73618	AXON COMMUNITY REQUEST	162	10/15/2024	10/14/2029
A la Carte	73618	AXON COMMUNITY REQUEST	36	10/15/2024	10/14/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	36	10/15/2024	10/14/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	10/15/2024	10/14/2029
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	93	10/15/2024	10/14/2029
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	10/15/2024	10/14/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	02/15/2025	10/14/2029

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	02/15/2025	10/14/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	02/15/2025	10/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/15/2025	10/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	02/15/2025	10/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	165
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
CRADLEPOINT R1900 SINGLE MODEM KIT	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	8
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	10/15/2024	10/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	36	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	85	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	10/15/2024	10/14/2029
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85		
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	10/15/2024	10/14/2029
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	10/15/2024	09/30/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	29	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	4	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	21	09/15/2025	10/14/2029
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	09/15/2025	10/14/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	09/15/2025	10/14/2029
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	10	01/15/2026	10/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	1200 S HARRISON ST	OLATHE	KS	66061-4606	USA
2	1200 S HARRISON ST	OLATHE	KS	66061-4606	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	85144	AXON BODY - PSO - STARTER	1	\$13,000.00	\$0.00	\$13,000.00
Upfront Hardware + PSO	85147	AXON TASER - PSO - STARTER	1	\$14,000.00	\$0.00	\$14,000.00
Upfront Hardware + PSO	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Upfront Hardware + PSO	AB3C	AB3 Camera Bundle	13	\$10,257.00	\$0.00	\$10,257.00
Upfront Hardware + PSO	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$3,277.80	\$0.00	\$3,277.80
Upfront Hardware + PSO	Fleet3B	Fleet 3 Basic	8	\$66,436.80	\$0.00	\$66,436.80
Year 1	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$1,021.48	\$0.00	\$1,021.48
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$7,003.43	\$0.00	\$7,003.43
Year 1	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$5,156.45	\$0.00	\$5,156.45
Year 1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$8,658.16	\$0.00	\$8,658.16
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$5,738.63	\$0.00	\$5,738.63
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$3,237.74	\$0.00	\$3,237.74
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$6,000.92	\$0.00	\$6,000.92
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$1,673.77	\$0.00	\$1,673.77
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,754.11	\$0.00	\$1,754.11
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,892.60	\$0.00	\$1,892.60
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$12,825.84	\$0.00	\$12,825.84
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$53,492.53	\$0.00	\$53,492.53
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$760.39	\$0.00	\$760.39
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$1,163.56	\$0.00	\$1,163.56
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$1,279.91	\$0.00	\$1,279.91
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$465.42	\$0.00	\$465.42
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$1,311.26	\$0.00	\$1,311.26
Year 1	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$1,767.33	\$0.00	\$1,767.33
Year 1	50295	AXON INTERVIEW - SERVER - PRO	2	\$7,334.08	\$0.00	\$7,334.08
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$5,223.17	\$0.00	\$5,223.17
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$12,572.31	\$0.00	\$12,572.31
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	4	\$3,361.69	\$0.00	\$3,361.69
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	10	\$6,141.77	\$0.00	\$6,141.77
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	36	\$11,207.55	\$0.00	\$11,207.55
Year 1	73680	AXON RESPOND PLUS - LICENSE	36	\$22,187.84	\$0.00	\$22,187.84
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$244.85	\$0.00	\$244.85
Year 1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$505.00	\$0.00	\$505.00
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$45,150.40	\$0.00	\$45,150.40
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$35,627.33	\$0.00	\$35,627.33
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	12	\$5,595.17	\$0.00	\$5,595.17

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$3,104.88	\$0.00	\$3,104.88
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	36	\$34,913.82	\$0.00	\$34,913.82
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	85	\$168,309.74	\$0.00	\$168,309.74
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$712,286.05	\$0.00	\$712,286.05
Year 1	ProLicense	Pro License Bundle	52	\$313.83	\$0.00	\$313.83
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$260,050.43)	\$0.00	(\$260,050.43)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$975,496.84)	\$0.00	(\$975,496.84)
Invoice Upon Fulfillment	100678	AXON INVESTIGATE - DONGLE - PRO USB	1	\$0.00	\$0.00	\$0.00
Total				\$67,493.34	\$0.00	\$67,493.34

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	8	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$115.94	\$0.00	\$115.94
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$794.91	\$0.00	\$794.91
Year 2	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$585.27	\$0.00	\$585.27
Year 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$982.72	\$0.00	\$982.72
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$651.35	\$0.00	\$651.35
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$367.49	\$0.00	\$367.49
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$681.12	\$0.00	\$681.12
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$189.98	\$0.00	\$189.98
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$199.10	\$0.00	\$199.10
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$214.82	\$0.00	\$214.82
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$1,455.77	\$0.00	\$1,455.77
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$6,071.54	\$0.00	\$6,071.54
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$86.31	\$0.00	\$86.31
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$132.07	\$0.00	\$132.07
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$145.27	\$0.00	\$145.27
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$52.83	\$0.00	\$52.83
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$148.83	\$0.00	\$148.83
Year 2	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$200.60	\$0.00	\$200.60
Year 2	50295	AXON INTERVIEW - SERVER - PRO	2	\$832.44	\$0.00	\$832.44
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$592.84	\$0.00	\$592.84
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$1,426.99	\$0.00	\$1,426.99
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	4	\$381.56	\$0.00	\$381.56
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	10	\$697.11	\$0.00	\$697.11
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 2	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY REQUEST	36	\$1,272.09	\$0.00	\$1,272.09
Year 2	73680	AXON RESPOND PLUS - LICENSE	36	\$2,518.38	\$0.00	\$2,518.38
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$27.79	\$0.00	\$27.79
Year 2	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$57.32	\$0.00	\$57.32
Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$5,124.69	\$0.00	\$5,124.69
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$4,043.79	\$0.00	\$4,043.79
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	12	\$635.07	\$0.00	\$635.07
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$352.41	\$0.00	\$352.41
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	36	\$3,962.80	\$0.00	\$3,962.80
Year 2	Fleet3BRRe	Fleet 3 Basic Renewal	85	\$19,103.59	\$0.00	\$19,103.59
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$80,846.29	\$0.00	\$80,846.29
Year 2	ProLicense	Pro License Bundle	52	\$35.62	\$0.00	\$35.62
Total				\$134,986.70	\$0.00	\$134,986.70

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$115.94	\$0.00	\$115.94
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$794.91	\$0.00	\$794.91
Year 3	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$585.27	\$0.00	\$585.27
Year 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$982.72	\$0.00	\$982.72
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$651.35	\$0.00	\$651.35
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$367.49	\$0.00	\$367.49
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$681.12	\$0.00	\$681.12
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$189.98	\$0.00	\$189.98
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$199.10	\$0.00	\$199.10
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$214.82	\$0.00	\$214.82
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$1,455.77	\$0.00	\$1,455.77
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$6,071.54	\$0.00	\$6,071.54
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$86.31	\$0.00	\$86.31
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$132.07	\$0.00	\$132.07
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$145.27	\$0.00	\$145.27
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$52.83	\$0.00	\$52.83
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$148.83	\$0.00	\$148.83
Year 3	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$200.60	\$0.00	\$200.60
Year 3	50295	AXON INTERVIEW - SERVER - PRO	2	\$832.44	\$0.00	\$832.44
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$592.84	\$0.00	\$592.84
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$1,426.99	\$0.00	\$1,426.99
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	4	\$381.56	\$0.00	\$381.56
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	10	\$697.11	\$0.00	\$697.11
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	36	\$1,272.09	\$0.00	\$1,272.09
Year 3	73680	AXON RESPOND PLUS - LICENSE	36	\$2,518.38	\$0.00	\$2,518.38
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$27.79	\$0.00	\$27.79
Year 3	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$57.32	\$0.00	\$57.32
Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$5,124.69	\$0.00	\$5,124.69
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$4,043.79	\$0.00	\$4,043.79
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	12	\$635.07	\$0.00	\$635.07
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$352.41	\$0.00	\$352.41

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	36	\$3,962.80	\$0.00	\$3,962.80
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	85	\$19,103.59	\$0.00	\$19,103.59
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$80,846.29	\$0.00	\$80,846.29
Year 3	ProLicense	Pro License Bundle	52	\$35.62	\$0.00	\$35.62
Total				\$134,986.70	\$0.00	\$134,986.70

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$441.32	\$0.00	\$441.32
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$3,025.78	\$0.00	\$3,025.78
Year 4	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$2,227.81	\$0.00	\$2,227.81
Year 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$3,740.70	\$0.00	\$3,740.70
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$2,479.33	\$0.00	\$2,479.33
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,398.84	\$0.00	\$1,398.84
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,592.66	\$0.00	\$2,592.66
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$723.14	\$0.00	\$723.14
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$757.85	\$0.00	\$757.85
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$817.68	\$0.00	\$817.68
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,541.31	\$0.00	\$5,541.31
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,111.07	\$0.00	\$23,111.07
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$328.52	\$0.00	\$328.52
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$502.71	\$0.00	\$502.71
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$552.98	\$0.00	\$552.98
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$201.08	\$0.00	\$201.08
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$566.52	\$0.00	\$566.52
Year 4	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$763.56	\$0.00	\$763.56
Year 4	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,168.64	\$0.00	\$3,168.64
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$2,256.63	\$0.00	\$2,256.63
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$5,431.78	\$0.00	\$5,431.78
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	4	\$1,452.39	\$0.00	\$1,452.39
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	10	\$2,653.51	\$0.00	\$2,653.51
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	36	\$4,842.14	\$0.00	\$4,842.14
Year 4	73680	AXON RESPOND PLUS - LICENSE	36	\$9,586.10	\$0.00	\$9,586.10
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$105.78	\$0.00	\$105.78
Year 4	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$218.18	\$0.00	\$218.18
Year 4	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$19,506.91	\$0.00	\$19,506.91
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$15,392.54	\$0.00	\$15,392.54
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	12	\$2,417.35	\$0.00	\$2,417.35
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,341.45	\$0.00	\$1,341.45
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	36	\$15,084.27	\$0.00	\$15,084.27
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	85	\$72,717.04	\$0.00	\$72,717.04
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$307,738.16	\$0.00	\$307,738.16
Year 4	ProLicense	Pro License Bundle	52	\$135.59	\$0.00	\$135.59
Total				\$513,821.32	\$0.00	\$513,821.32

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$441.32	\$0.00	\$441.32
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$3,025.78	\$0.00	\$3,025.78
Year 5	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$2,227.81	\$0.00	\$2,227.81
Year 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$3,740.70	\$0.00	\$3,740.70
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$2,479.33	\$0.00	\$2,479.33
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,398.84	\$0.00	\$1,398.84
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,592.66	\$0.00	\$2,592.66
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$723.14	\$0.00	\$723.14
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$757.85	\$0.00	\$757.85
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$817.68	\$0.00	\$817.68
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,541.31	\$0.00	\$5,541.31
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,111.07	\$0.00	\$23,111.07
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$328.52	\$0.00	\$328.52
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$502.71	\$0.00	\$502.71
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$552.98	\$0.00	\$552.98
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$201.08	\$0.00	\$201.08
Year 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$566.52	\$0.00	\$566.52
Year 5	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$763.56	\$0.00	\$763.56
Year 5	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,168.64	\$0.00	\$3,168.64
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$2,256.63	\$0.00	\$2,256.63
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$5,431.78	\$0.00	\$5,431.78
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	4	\$1,452.39	\$0.00	\$1,452.39
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	10	\$2,653.51	\$0.00	\$2,653.51
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	36	\$4,842.14	\$0.00	\$4,842.14
Year 5	73680	AXON RESPOND PLUS - LICENSE	36	\$9,586.10	\$0.00	\$9,586.10
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$105.78	\$0.00	\$105.78
Year 5	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$218.18	\$0.00	\$218.18
Year 5	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$19,506.91	\$0.00	\$19,506.91
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$15,392.54	\$0.00	\$15,392.54
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	12	\$2,417.35	\$0.00	\$2,417.35
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,341.45	\$0.00	\$1,341.45
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	36	\$15,084.27	\$0.00	\$15,084.27
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	85	\$72,717.04	\$0.00	\$72,717.04
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$307,738.16	\$0.00	\$307,738.16
Year 5	ProLicense	Pro License Bundle	52	\$135.59	\$0.00	\$135.59
Total				\$513,821.32	\$0.00	\$513,821.32

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-423213, Q-422733, Q-438863, Q-501643, Q-514278

Agency is terminating those contracts effective 10/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$1,235,547.27) to the quote for paid but undelivered items.

Signature

Date Signed

7/5/2024



EXHIBIT B

TASER Device Appendix

This TASER Device Appendix applies to Customer’s TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

9. **Apollo Grant (US only)**. If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server**.
 - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software**.
 - 5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access

or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



First Amendment to the City of Olathe Agreement

This First Amendment to City of Olathe Agreement (“**Amendment 2**”) is between Axon Enterprise, Inc. (f/k/a TASER International, Inc.), a Delaware corporation (“**Axon**”), and the City of Olathe, Kansas (“**Agency**”). This Amendment 2 is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “Party” and collectively “**Parties**”.

Axon and Agency are parties to the City of Olathe Agreement dated December 15, 2022 (the “**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. TASER Device Appendix
 - b. Axon Fleet Appendix
 - c. Axon Investigate Appendix
 - d. Quote Q-521565-45478.681JK

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TASER Device Appendix

This TASER Device Appendix applies to Customer’s TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



First Amendment to the City of Olathe Agreement

-
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server**.
 - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.



First Amendment to the City of Olathe Agreement

-
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
- 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.



First Amendment to the City of Olathe Agreement

-
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be



First Amendment to the City of Olathe Agreement

downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Legal

STAFF CONTACT: Ron Shaver and Bob Gallimore

SUBJECT: Proposed amendments to Title 9 of the Olathe Municipal Code (the Olathe Public Offense Code).

TITLE:

Consideration of Ordinance No. 24-28 amending Title 9 of the Olathe Municipal Code (the Olathe Public Offense Code).

SUMMARY:

This item was provided as a report on the City Council agenda on July 2, 2024. No changes were made to the proposed ordinance following that meeting.

Every summer, staff prepares updates to certain sections within Title 9 of the Olathe Municipal Code ("O.M.C.") to align them with state law, make changes proposed by the prosecutors or police, and make technical corrections. The changes can be found in the proposed Ordinance 24-28 (**Attachment A**). One 2024 Kansas bill affected Title 9 (**Attachment C**). Staff has proposed additional updates to Title 9 to make technical fixes, clarify provisions, or align sections with state statutes or caselaw.

The attached Summary of Proposed Changes (**Attachment B**) provides additional detail regarding the proposed ordinance.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

Approve Ordinance No. 24-28 amending Title 9 of the Olathe Municipal Code pertaining to the Olathe Public Offense Code.

ATTACHMENT(S):

- A. Ordinance No. 24-28
- B. Summary of Proposed Changes
- C. 2024 Kansas legislation, source statutes, and caselaw

ORDINANCE NO. 24-28

AN ORDINANCE PERTAINING TO THE OLATHE PUBLIC OFFENSE CODE; ADDING NEW SECTION 9.17.140 AND AMENDING SECTIONS 9.01.110 AND 9.11.010 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING 9.12.045.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

NEW SECTION ONE: Section 9.17.140 is hereby added to the Olathe Municipal Code to read as follows:

“9.17.140 Immunity from Prosecution for Certain Drug Offenses When Medical Assistance Is Sought Related to Use of a Controlled Substance

(a) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (b) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:

(1) (A) Initiated contact with a law enforcement officer, law enforcement agency, or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and

(B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;

(2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency, or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;

(B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as

requested by law enforcement or emergency medical services;

(C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and

(D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

(3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (a)(2)(A); and

(B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

(b) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (a) is immune from prosecution for a violation of OMC 9.17.010, 9.17.060, or 9.17.090(A)(1).

(2) No person is immune from prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.

(c) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.

(d) Nothing in this section shall be construed to preclude a person who is immune from prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.

(e) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer, based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, a law enforcement officer shall be immune from liability for arresting a

person who is later determined to be immune from prosecution pursuant to this section.

(f) As used in this section:

(1) "Controlled substance" means the same as defined in OMC 9.17.030; and

(2) "Law enforcement officer" means the same as defined in OMC 9.01.110."

SECTION TWO: Section 9.02.110 of the Olathe Municipal Code is hereby amended to read as follows:

"9.01.110 General Definitions.

The following definitions shall apply when the words and phrases defined are used in this title, except when a particular context clearly requires a different meaning:

"Act" shall also include a failure or omission to take action.

"Air gun or rifle " means any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any pellet, BB shot, or other projectile reasonably expected to cause bodily harm or property damage, and whether operating from and upon compressed air or mechanical or elastic springwork or otherwise.

"Alcohol concentration" means the number of grams of alcohol per one hundred (100) milliliters of blood or per two hundred ten (210) liters of breath.

"Alcohol without liquid machine" means a device designed or marketed for the purpose of mixing alcohol with oxygen or another gas to produce a mist for inhalation for recreational purposes.

"Alcoholic liquor" or "alcoholic beverage" means includes the four (4) varieties of liquor, namely alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer capable of being consumed as a beverage by a human being, but shall not include cereal malt beverages.

"Animal" means any live, vertebrate creature, domestic or wild, other than humans.

“Another” means a person or persons as defined in this title other than the person whose act is claimed to be an offense.

“Audiovisual recording function” means the capability of a device to record or transmit a motion picture or any part thereof by means of any technology now known or later developed.

“Beer” means a beverage, containing more than three and two-tenths percent (3.2%) percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

“Body piercing” means puncturing the skin of a person by aid of needles or other instruments designed or used to puncture the skin for the purpose of inserting jewelry or other objects in or through the human body, except puncturing the external part of the human ear shall not be included in this definition.

“Cardholder” means the person or entity to whom or for whose benefit a financial card is issued.

“Caterer” means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

“Cereal malt beverage” means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt substitute, but does not include any such liquor which is more than three and two-tenths percent (3.2%) percent alcohol by weight.

“Cigarette” means any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape, and irrespective of tobacco being flavored, adulterated or mixed with any other ingredient if the wrapper is in greater part made of any material except tobacco.

“City” or “this City” means the City of Olathe, Kansas, and all land and water within the corporate limits of the City of Olathe and the air space above such land and water.

“City or county correctional officer or employee ” means any correctional officer or employee of the City or county or any independent contractor, or any employee of such contractor, working at a City holding facility or county jail facility.

“Conduct” means an act or series of acts, and the accompanying mental state.

“Conviction” means a judgment of guilt entered upon a plea or finding of guilty.

“Court appointed guardian” means one who is appointed by a court and has legal authority and duty to care for another person, especially because of the other’s infancy, incapacity or disability.

“Deception” means knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. Deception as to a person’s intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not deception.

“Deprive permanently” means:

- (1) To take from the owner the possession, use or benefit of his or her property without an intent to restore the same; or
- (2) To retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or
- (3) To sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.

“Distribute” means the actual or constructive transfer from one (1) person to another of some item whether or not there is an agency relationship.

“Distribute” includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one (1) person to another.

“Distribute” does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the State of Kansas, the Uniform Controlled Substances Act, or otherwise authorized by law.

“Drinking establishment” means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold.

“Drinking establishment” includes a railway car.

“Dwelling” means a building or portion thereof, a tent, a vehicle or other enclosed space which is used or intended for use as a human habitation, home or residence.

“Dwelling unit” means a single-family residence, multiple-family residence and each living unit in a mixed-use building.

“Electronic cigarette” means a battery-powered device, whether or not such device is shaped like a cigarette, that can provide inhaled doses of nicotine [or tetrahydrocannabinols \(THC\)](#) by delivering a vaporized solution by means of cartridges or other chemical delivery systems.

“Equine” means a horse, pony, mule, jenny, donkey or hinny.

“Farm animal” means an animal raised on a farm or ranch and used or intended for use as food or fiber.

~~“Fighting words” means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace.~~

“Financial card” means an identification card, plate, instrument, device or number issued by a business organization authorizing the cardholder to purchase, lease or otherwise obtain money, goods, property or services or to conduct other financial transactions.

“Fire department” means a public fire department under the control of the governing body of a city, township, county, fire district or benefit district or a private fire department operated by a nonprofit corporation providing fire protection services for a city, township, county, fire district or benefit district under contract with the governing body of the city, township, county or district.

“Firearm” means any weapon designed or having the capacity to propel a projectile by force of an explosion or combustion.

“Funeral” means the ceremonies, processions, and memorial services held in connection with the burial or cremation of a person.

“Gamecock” means a domesticated fowl that is reared or trained for the purpose of fighting with other fowl.

“Health care facility” means any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients.

“Health care provider” means any person:

- (1) Licensed to practice a branch of the healing arts;
- (2) Licensed to practice psychology;
- (3) Licensed to practice professional or practical nursing;

- (4) Licensed to practice dentistry;
- (5) Licensed to practice optometry;
- (6) Licensed to practice pharmacy;
- (7) Registered to practice podiatry;
- (8) Licensed as a social worker; or
- (9) Registered to practice physical therapy.

“Identification document” means any card, certificate or document which identifies or purports to identify the bearer of such document, whether or not intended for use as identification, and includes, but is not limited to, documents purporting to be driver’s licenses, nondriver’s identification cards, birth certificates, social security cards and employee identification cards.

“Intent to defraud” means an intention to deceive another person, and to induce such other person, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property.

“Juvenile detention facility officer or employee ” means any officer or employee of a juvenile detention facility as defined in K.S.A. 38-2302, and amendments thereto.

“Knife” means a cutting instrument, including a sharpened or pointed blade, a dagger, dirk, switchblade, stiletto, straight-edged razor or any other dangerous or deadly cutting instrument of like character.

“Law Enforcement Officer” means:

- (1) Any person who by virtue of such person’s office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; ~~or~~
- (2) [Any officer of the Kansas Department of Corrections or, for the purposes of OMC 9.04.020, any employee of the Kansas Department of Corrections; or](#)
- (3) Any university police officer or campus police officer, as defined in K.S.A. 22-2401a, and amendments thereto.

“Maliciously” means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

“Motion picture theater” means a movie theater, screening room or other venue when used primarily for the exhibition of a motion picture.

“Motor vehicle” means every vehicle, other than a motorized bicycle or a motorized wheelchair, which is self-propelled.

“Motorboat” means any vessel propelled by machinery, whether or not such machinery is the principal source of propulsion.

“Obtain” means to bring about a transfer of interest in or possession of property, whether to the offender or to another.

“Obtains or exerts control over property” includes, but is not limited to, the taking, carrying away, or the sale, conveyance, or transfer of title to, interest in or possession of property.

“Ordinance cigarette or tobacco infraction ” means a violation of an ordinance that proscribes the same behavior as proscribed by K.S.A. 79-3321(m) or (n) and amendments thereto.

“Owner” means a person who has an interest in property.

“Paint ball gun” means any device whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun designed to forcibly expel from an opening therein any paint ball, and whether operating from and upon compressed air or mechanical or elastic springwork or otherwise.

“Person” means an individual, public or private corporation, government, partnership, or unincorporated association.

“Personal property” means goods, chattels, effects, evidences of rights in action and all written instruments by which any pecuniary obligation, or any right or title to property, real or personal, shall be created, acknowledged, assigned, transferred, increased, defeated, discharged, or dismissed.

“Police dog” means any dog which is owned, or the service of which is employed, by a law enforcement agency for the principal purpose of aiding in the detection of criminal activity, enforcement of laws or apprehension of offenders.

“Possession ” means knowingly having joint or exclusive control over an item or knowingly keeping some item in a place where the person has some measure of access and right of control.

“Private place” means a place where one may reasonably expect to be safe from uninvited intrusion or surveillance.

“Property” means anything of value, tangible or intangible, real or personal.

“Prosecution” means all legal proceedings by which a person’s liability for an offense is determined.

“Public employee” means a person employed by or acting for the state or the City or by or for a county, another municipality or other subdivision or governmental instrumentality of the state for the purpose of exercising their respective powers and performing their respective duties, and who is not a public officer.

“Public offense” or “offense” means an act or omission defined by this title which, upon conviction, is punishable by fine, confinement or both fine and confinement.

“Public officer” means includes the following, whether elected or appointed:

- (1) An executive or administrative officer of the City or of the state, or a county, another municipality or other subdivision or governmental instrumentality of or within the state.
- (2) A member of the legislature or the governing body or of a governing board of a county, municipality, or other subdivision of or within the City or state.
- (3) A judicial officer, which shall include a judge of the district or municipal court, juror, master or any other person appointed by a judge or court, to hear or determine a cause or controversy.
- (4) A hearing officer, which shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer.
- (5) A law enforcement officer.
- (6) Any other person exercising the functions of a public officer under color of right or law.

“Railroad property” includes, but is not limited to, any train, locomotive, railroad car, caboose, rail-mounted work equipment, rolling stock, work equipment, safety device, switch, electronic signal, microwave communication equipment, connection, railroad track, rail, bridge, trestle, right-of-way or other property that is owned, leased, operated or possessed by a railroad company.

“Real property” or “real estate” means every estate, interest and right in lands, tenements and hereditaments.

“Retail dealer” means a person, other than a vending machine operator, in possession of cigarettes or electronic cigarettes for the purpose of sale to a consumer.

“Runaway” means a child under eighteen (18) years of age who is voluntarily absent from:

- (1) The child’s home without the consent of the child’s parent or other custodian; or
- (2) A court ordered or designated placement, or a placement pursuant to court order, if the absence is without the consent of the person with whom the child is placed or, if the child is placed in a facility, without the consent of the person in charge of such facility or such person’s designee.

“Sail board” means a surfboard using for propulsion with a free sail system comprising one (1) or more swivel-mounted rigs (mast, sail and booms), supported in an upright position by the crew and the wind.

“Sailboat” means any vessel, other than a sail board, that is designed to be propelled by wind action upon a sail for navigation on the water.

“Sample” means cigarettes or tobacco products distributed to members of the general public at no cost for purposes of promoting the product.

“School employee” means any employee of a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades 1 through 12.

“Scrap metal dealer” means any person that operates a business out of a fixed location, and that is also either:

- (1) Engaged in the business of buying and dealing in regulated scrap metal;
- (2) Purchasing, gathering, collecting, soliciting or procuring regulated scrap metal; or
- (3) Operating, carrying on, conducting, or maintaining a regulated scrap metal yard or place where regulated scrap metal is gathered together and stored or kept for shipment, sale, or transfer.

“Sexual intercourse” means any penetration of the female sex organ by a finger, the male sex organ or any object. Any penetration, however slight,

is sufficient to constitute sexual intercourse. "Sexual intercourse" does not include penetration of the female sex organ by a finger or object in the course of the performance of:

- (1) Generally recognized health care practices; or
- (2) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

"Smoke detector" means a device or combination of devices which operate from a power supply in the dwelling unit or at the point of installation for the purpose of detecting visible or invisible particles of combustion. Such term shall include smoke detectors approved or listed for the purpose for which they are intended by an approved independent testing laboratory.

"Sodomy" means oral contact or oral penetration of the female genitalia or oral contact of the male genitalia; anal penetration, however slight, of a male or female by any body part or object; or oral or anal copulation or sexual intercourse between a person and an animal. "Sodomy" does not include penetration of the anal opening by a finger or object in the course of the performance of:

- (1) Generally recognized health care practices; or
- (2) A body cavity search conducted in accordance with K.S.A. 22-2520 through 22-2524, and amendments thereto.

"Solicit" or "solicitation" means to command, authorize, urge, incite, request or advise another to commit an offense.

"Spouse" means a lawful husband or wife, unless the couple is living apart in separate residences or either spouse has filed an action for annulment, separate maintenance or divorce or for relief under the Protection from Abuse Act.

"State" or "this state" means the State of Kansas and all land and water in respect to which the State of Kansas has either exclusive or concurrent jurisdiction, and the air space above such land and water.

"State correctional officer or employee " means any officer or employee of the Kansas Department of Corrections or any independent contractor, or any employee of such contractor, working at a correctional institution.

"Stolen property" means property over which control has been obtained by theft.

“Tattooing” means the process by which the skin is marked or colored by insertion of nontoxic dyes or pigments into or under the subcutaneous portion of the skin so as to form indelible marks for cosmetic or figurative purposes.

“Telecommunications device” includes telephones, cellular telephones, telefacsimile machines and any other electronic device which makes use of an electronic communication service, as defined in K.S.A. 22-2514, and amendments thereto.

“Telefacsimile communication” means the use of electronic equipment to send or transmit a copy of a document via telephone line.

“Temporary permit” means a temporary permit issued pursuant to K.S.A. 41-2645 and amendments thereto.

“Threat” means a communicated intent to inflict physical or other harm on any person or on property.

“Throwing star” means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond, or other geometric shape, manufactured for use as a weapon for throwing.

“Tobacco products” means cigars, cheroots, stogies, periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff, snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. “Tobacco products” does not include cigarettes.

“Toxic vapors” means vapors from the following substances or products containing such substances:

- (1) Alcohols, including, but not limited to, methyl, isopropyl, propyl, or butyl;
- (2) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
- (3) Acetone;
- (4) Benzene;
- (5) Carbon tetrachloride;
- (6) Cyclohexane;

- (7) Freons, including, but not limited to, Freon 11, Freon 12, and other halogenated hydrocarbons;
- (8) Hexane;
- (9) Methyl ethyl ketone;
- (10) Methyl isobutyl ketone;
- (11) Naphtha;
- (12) Perchlorethylene;
- (13) Toluene;
- (14) Trichloroethane; or
- (15) Xylene.

“Unlawful sexual act” means any lewd and lascivious behavior or sexual battery as defined in this title.

“Vessel” means any water craft designed to be propelled by machinery, oars, paddles or wind action upon a sail for navigation on the water.

“Wildlife” means any member of the animal kingdom, including, without limitation, any mammal, fish, bird, amphibian, reptile, mollusk, crustacean, arthropod or other invertebrate, and includes any part, product, egg or offspring thereof, or the dead body or parts thereof. “Wildlife” does not include agricultural livestock (cattle, swine, sheep, goats, horses, mules and other equines) and poultry (domestic chickens, turkeys and guinea fowl).

“Written instrument” means any paper, document or other instrument containing written or printed matter or the equivalent thereof, used for purposes of reciting, embodying, conveying or recording information, and any money, token, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege or identification, which is capable of being used to the advantage or disadvantage of some person.”

SECTION THREE: Section 9.11.010 of the Olathe Municipal Code is hereby amended to read as follows:

“9.11.010 Disorderly Conduct.

- A. Disorderly conduct is, ~~with knowledge or probable cause to believe that such acts~~ one or more of the following acts that the person knows or

should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

1. Brawling or fighting; ~~or~~
2. Disturbing an assembly, meeting, or procession, not unlawful in its character; or
3. ~~The use of offensive, obscene, abusive, combative or~~ Using fighting ~~language or engaging in noisy conduct tending reasonably to arouse alarm, anger, resentment or combat in others~~ words.

B. Disorderly conduct is a Class B Public Offense.

C. As used in this section, “fighting words” means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace.”

SECTION FOUR: Existing Sections 9.01.110, 9.11.010, and 9.12.045 of the Olathe Municipal Code are hereby repealed.

SECTION FIVE: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2024.

SIGNED by the Mayor this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

**SUMMARY OF PROPOSED CHANGES TO
OLATHE MUNICIPAL CODE TITLE 9
(THE OLATHE PUBLIC OFFENSE CODE)**

The proposed ordinance would add one new section to the Olathe Public Offense Code in accordance with law created by 2024 Kansas legislation. It would repeal one section due to a conflicting state law. It also would make changes to two other sections to address issues raised by the prosecutors and police, align with state law, or address recent Kansas Supreme Court caselaw.

1. New Section Based Upon 2024 Legislation

The proposed ordinance adds a new section based on 2024 House Sub. for SB 419, which provides immunity from arrest or prosecution for simple possession drug or drug paraphernalia offenses (not including possession with intent to distribute) when a person seeks medical assistance for themselves or another person who needs such assistance because of the use of a controlled substance. The new law applies to city ordinances prohibiting the same acts prohibited by the state criminal statutes covered by the law. The proposed ordinance identifies the sections in the Olathe Public Offense Code corresponding to the relevant state criminal statutes.

2. Repeal Based Upon State Law Conflict

The proposed ordinance repeals O.M.C. 9.12.045 (Possession of a Firearm Under the Influence) due to a conflicting state statute, KSA 12-16,124, which prohibits adoption or enforcement of any ordinance governing the carrying or transporting of firearms or ammunition. The underlying conduct remains illegal under state law, K.S.A. 21-6332.

3. Amendments to Other Sections

The proposed ordinance amends the following sections:

- 1) Section 9.01.110 (General Definitions) by adding THC to the definition of “electronic cigarette” to clarify that vapes being used by minors to inhale THC are included within the relevant offenses (see O.M.C. 9.06.060 and O.M.C. 9.06.070) and by adding Kansas Department of Corrections officers and employees to the definition of “law enforcement officer” to align with K.S.A. 21-5111(p). The definition of “fighting words” is moved to Section 9.11.010 as part of the amendments to that section.

2) Section 9.11.010 (Disorderly Conduct) by amending the elements of the offense to remove language held unconstitutional earlier this year by the Kansas Supreme Court in *City of Wichita v. Griffie*. The proposed ordinance also would otherwise align the section with the corresponding state statute.

House Substitute for SENATE BILL No. 419

AN ACT concerning crimes, punishment and criminal procedure; relating to controlled substances; providing immunity from prosecution for certain drug crimes when persons seek or provide medical assistance related to the use of a controlled substance.

Be it enacted by the Legislature of the State of Kansas:

Section 1. (a) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (b) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:

(1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and

(B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;

(2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;

(B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as requested by law enforcement or emergency medical services;

(C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and

(D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

(3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (a)(2)(A); and

(B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

(b) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (a) is immune from criminal prosecution for a violation of K.S.A. 21-5706 or 21-5709(b)(2), and amendments thereto, and any city ordinance or county resolution prohibiting the acts prohibited by K.S.A. 21-5706 or 21-5709(b)(2), and amendments thereto.

(2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.

(c) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.

(d) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.

(e) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer, based on the officer's compliance or failure to comply with this section. Except

in cases of reckless or intentional misconduct, a law enforcement officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(f) As used in this section:

(1) "Controlled substance" means the same as defined in K.S.A. 21-5701, and amendments thereto; and

(2) "law enforcement officer" means the same as defined in K.S.A. 21-5111, and amendments thereto.

Sec. 2. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the
SENATE, and passed that body

SENATE adopted

Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

Passed the HOUSE

as amended _____

HOUSE adopted

Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

APPROVED _____

Governor.

12-16,124. Firearms and ammunition; regulation by city or county, limitations. (a) No city or county shall adopt or enforce any ordinance, resolution or regulation, and no agent of any city or county shall take any administrative action, governing the requirement of fees, licenses or permits for, the commerce in or the sale, purchase, transfer, ownership, storage, carrying, transporting or taxation of firearms or ammunition, or any component or combination thereof.

(b) Any ordinance, resolution or regulation prohibited by subsection (a) that was adopted prior to July 1, 2015, shall be null and void.

(c) Nothing in this section shall:

(1) Prohibit a city or county from adopting and enforcing any ordinance, resolution or regulation relating to the personnel policies of such city or county and the carrying of firearms by employees of such city or county, except that any such ordinance, resolution or regulation shall comply with the provisions of K.S.A. [75-7c01](#) et seq., and amendments thereto;

(2) prohibit a city or county from adopting any ordinance, resolution or regulation pursuant to K.S.A. [75-7c20](#), and amendments thereto;

(3) prohibit a law enforcement officer, as defined in K.S.A. [22-2202](#), and amendments thereto, from acting within the scope of such officer's duties; or

(4) prohibit a city or county from levying and collecting any retailers' sales tax on the sale of firearms, ammunition or any component or combination thereof as authorized by K.S.A. [12-189](#), and amendments thereto.

History: L. 2005, ch. 141, § 10; L. 2007, ch. 166, § 1; L. 2013, ch. 36, § 1; L. 2014, ch. 97, § 7; L. 2015, ch. 93, § 1; July 1.

21-5111. Definitions. The following definitions shall apply when the words and phrases defined are used in this code, except when a particular context clearly requires a different meaning.

(a) "Act" includes a failure or omission to take action.

(b) "Another" means a person or persons as defined in this code other than the person whose act is claimed to be criminal.

(c) "Conduct" means an act or a series of acts and the accompanying mental state.

(d) "Conviction" includes a judgment of guilt entered upon a plea of guilty.

(e) "Deception" means knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. "Deception" as to a person's intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not "deception".

(f) "Deprive permanently" means to:

(1) Take from the owner the possession, use or benefit of property, without an intent to restore the same;

(2) retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or

(3) sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.

(g) "Distribute" means the actual or constructive transfer from one person to another of some item whether or not there is an agency relationship. "Distribute" includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one person to another. "Distribute" does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the pharmacy act of the state of Kansas, the uniform controlled substances act, or otherwise authorized by law.

(h) "DNA" means deoxyribonucleic acid.

(i) "Domestic violence" means an act or threatened act of violence against a person with whom the offender is involved or has been involved in a dating relationship, or an act or threatened act of violence against a family or household member by a family or household member. "Domestic violence" also includes any other crime committed against a person or against property, or any municipal ordinance violation against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member. For the purposes of this definition:

(1) "Dating relationship" means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.

(2) "Family or household member" means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time. "Family or household member" also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

(j) "Domestic violence offense" means any crime committed whereby the underlying factual basis includes an act of domestic violence.

(k) "Dwelling" means a building or portion thereof, a tent, a vehicle or other enclosed space that is used or intended for use as a human habitation, home or residence.

(l) "Expungement" means the sealing of records such that the records are unavailable except to the petitioner and criminal justice agencies as provided by K.S.A. [22-4701](#) et seq., and amendments thereto, and except as provided in this act.

(m) "Firearm" means any weapon designed or having the capacity to propel a projectile by force of an explosion or combustion.

(n) "Forcible felony" includes any treason, murder, voluntary manslaughter, rape, robbery, burglary, arson, kidnapping, aggravated battery, aggravated sodomy and any other felony that involves the use or threat of physical force or violence against any person.

(o) "Intent to defraud" means an intention to deceive another person, and to induce such other person, in reliance upon such deception, to assume, create, transfer, alter or terminate a right, obligation or power with reference to property.

(p) "Law enforcement officer" means:

(1) Any person who by virtue of such person's office or public employment is vested by law with a duty to maintain public order or to make arrests for crimes, whether that duty extends to all crimes or is limited to specific crimes;

(2) any officer of the Kansas department of corrections or, for the purposes of K.S.A. [21-5412](#) and [21-5413\(d\)](#), and amendments thereto, any employee of the Kansas department of corrections; or

(3) any university police officer or campus police officer, as defined in K.S.A. [22-2401a](#), and amendments thereto.

(q) "Obtain" means to bring about a transfer of interest in or possession of property, whether to the offender or to another.

(r) "Obtains or exerts control" over property includes, but is not limited to, the taking, carrying away, sale, conveyance, transfer of title to, interest in, or possession of property.

(s) "Owner" means a person who has any interest in property.

(t) "Person" means an individual, public or private corporation, government, partnership, or unincorporated association.

(u) "Personal property" means goods, chattels, effects, evidences of rights in action and all written instruments by which any pecuniary obligation, or any right or title to property real or personal, shall be created, acknowledged, assigned, transferred, increased, defeated, discharged, or dismissed.

(v) "Possession" means knowingly having joint or exclusive control over an item or knowingly keeping some item in a place where the person has some measure of access and right of control.

(w) "Property" means anything of value, tangible or intangible, real or personal.

(x) "Prosecution" means all legal proceedings by which a person's liability for a crime is determined.

(y) "Prosecutor" means the same as prosecuting attorney in K.S.A. [22-2202](#), and amendments thereto.

(z) "Public employee" is a person employed by or acting for the state or by or for a county, municipality or other subdivision or governmental instrumentality of the state for the purpose of exercising their respective powers and performing their respective duties, and who is not a public officer.

(aa) "Public officer" includes the following, whether elected or appointed:

(1) An executive or administrative officer of the state, or a county, municipality or other subdivision or governmental instrumentality of or within the state;

(2) a member of the legislature or of a governing board of a county, municipality, or other subdivision of or within the state;

(3) a judicial officer, which shall include a judge of the district court, juror, master or any other person appointed by a judge or court to hear or determine a cause or controversy;

(4) a hearing officer, which shall include any person authorized by law or private agreement, to hear or determine a cause or controversy and who is not a judicial officer;

(5) a law enforcement officer; and

(6) any other person exercising the functions of a public officer under color of right.

(bb) "Real property" or "real estate" means every estate, interest, and right in lands, tenements and hereditaments.

(cc) "Solicit" or "solicitation" means to command, authorize, urge, incite, request or advise another to commit a crime.

(dd) "State" or "this state" means the state of Kansas and all land and water in respect to which the state of Kansas has either exclusive or concurrent jurisdiction, and the air space above such land and water. "Other state" means any state or territory of the United States, the District of Columbia and the Commonwealth of Puerto Rico.

(ee) "Stolen property" means property over which control has been obtained by theft.

(ff) "Threat" means a communicated intent to inflict physical or other harm on any person or on property.

(gg) "Written instrument" means any paper, document or other instrument containing written or printed matter or the equivalent thereof, used for purposes of reciting, embodying, conveying or recording information, and any money, token, stamp, seal, badge, trademark, or other evidence or symbol of value, right, privilege or identification that is capable of being used to the advantage or disadvantage of some person.

History: L. 2010, ch. 136, § 11; L. 2011, ch. 30, § 6; L. 2022, ch. 76, § 1; July 1.

21-6203. Disorderly conduct. (a) Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

- (1) Brawling or fighting;
- (2) disturbing an assembly, meeting or procession, not unlawful in its character; or
- (3) using fighting words or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others.

(b) Disorderly conduct is a class C misdemeanor.

(c) As used in this section, "fighting words" means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of the peace.

History: L. 2010, ch. 136, § 181; July 1, 2011.

IN THE SUPREME COURT OF THE STATE OF KANSAS

No. 124,412

CITY OF WICHITA, KANSAS,
Appellee,

v.

GABRIELLE GRIFFIE,
Appellant.

SYLLABUS BY THE COURT

1.

The constitutionality of a statute or ordinance is a question of law subject to unlimited review. The party challenging the statute or ordinance as unconstitutionally overbroad has the burden to establish its overbreadth.

2.

The First Amendment facial overbreadth doctrine departs from the traditional rule of standing that a person may not challenge a statute on the ground that it might be applied unconstitutionally in circumstances other than those before the court.

3.

A First Amendment facial overbreadth analysis consists of three steps. First, the court interprets the language of the challenged law to determine its scope. If the scope of the law extends to prohibit protected activity, the court next decides whether the law prohibits a substantial amount of protected activity judged in relation to the law's plainly legitimate sweep. Finally, if the court finds substantial overbreadth, the court looks to see whether there is a satisfactory method of severing the law's constitutional provisions from its unconstitutional provisions.

4.

A court may sever unconstitutional provisions from a law and leave the remainder in force and effect if, after examining the law, it can conclude (1) the Legislature would have passed the law without the objectionable portion and (2) the law would operate effectively to carry out the intention of the Legislature with the objectionable portion stricken.

Review of the judgment of the Court of Appeals in an unpublished opinion filed November 18, 2022. Appeal from Sedgwick District Court; ERIC WILLIAMS, judge. Oral argument held September 12, 2023. Opinion filed March 15, 2024. Judgment of the Court of Appeals affirming the district court is reversed. Judgment of the district court is reversed.

Kurt Harper, of Depew Gillen Rathbun & McInteer, LC, of Wichita, argued the cause, and *Dylan P. Wheeler*, of the same firm, was on the briefs for appellant.

Nathaniel Johnson, assistant city attorney, argued the cause, and *Jan Jarman*, assistant city attorney, and *Jennifer Magana*, city attorney, were with him on the briefs for appellee.

Anthony J. Powell, solicitor general, *Ryan J. Ott*, assistant solicitor general, and *Kris W. Kobach*, attorney general, were on the brief for amicus curiae State of Kansas.

Sharon Brett, of ACLU Foundation of Kansas, of Overland Park, was on the brief for amicus curiae American Civil Liberties Union Foundation of Kansas.

The opinion of the court was delivered by

STANDRIDGE, J.: This case requires us to decide whether the provision within Wichita Municipal Code of Ordinances (W.M.O.) § 5.24.010(c) criminalizing "noisy conduct tending to reasonably arouse alarm, anger or resentment in others" is unconstitutionally overbroad under the First Amendment. Both the district court and the Court of Appeals held the provision constitutional. We disagree. Applying the substantial

overbreadth doctrine used by Kansas courts to adjudicate First Amendment overbreadth challenges, we conclude the noisy conduct provision within W.M.O. § 5.24.010(c) is unconstitutionally overbroad because it prohibits a substantial amount of protected activity in relation to the provision's plainly legitimate sweep. But our conclusion does not require us to strike subsection (c) in its entirety because there is a satisfactory method of severing the unconstitutional "noisy conduct" provision from the constitutional "fighting words" provision within the same subsection.

FACTS

In July 2020, Project Justice ICT (ICT) organized a protest against police brutality in downtown Wichita following the May 2020 murder of George Floyd. Gabrielle Griffie served as the executive director of ICT. She helped coordinate food drives, protests, and community events. *City of Wichita v. Griffie*, No. 124,412, 2022 WL 17072292, *1 (Kan. App. 2022) (unpublished opinion).

ICT promoted the protest on Facebook, informing interested participants to "[b]ring shields, umbrellas, and other protective gear. We will be marching." ICT did not obtain a community event permit to close off streets for the march. But the Wichita Police Department monitored the group's online activity and prepared for the event by blocking off the streets around the group's planned route to limit the amount of contact with motorists. 2022 WL 17072292, at *1.

Between 40 and 60 people showed up to participate in the protest. While marching, they chanted slogans such as, "No justice, no peace," and, "Black lives matter." 2022 WL 17072292, at *1. They also chanted, "Whose streets? Our streets." The streets were "almost entirely empty." 2022 WL 17072292, at *1. Griffie marched at the front, leading the group with a megaphone and a homemade shield. 2022 WL 17072292, at *1.

For part of the march, protesters walked in the two middle lanes of the four lanes of traffic along the route. Despite the police traffic diversion, there were some open streets providing access to the marching route. On one of these open streets, Jeremy McTaggart drove a white Chevy Tahoe north on the route into the march.

"LJ," an independent journalist, recorded a video of the protest for an independent group called "Liberty ICT" and posted it to Facebook. Liberty ICT is not part of Project Justice ICT. LJ's recording shows McTaggart honking, slowing his Tahoe, honking again, and then continuing to drive his vehicle until it collided with a protester. The video shows the protester McTaggart hit with his Tahoe becoming visibly irritated with McTaggart. At first, she did not move out of the way. Another protester in the group grabbed her and dragged her out of the way.

The rest of the two-hour recording shows no other traffic confrontations. But the protesters yelled the following at police: "get a real job," "you fascist people," "learn to code," "useless piece of shit," "go home," "fuck you, fascist," "I didn't know pigs knew how to ride bikes," "pigs are smarter than cops," and more.

When the protestors arrived at the federal courthouse, they stood on the front steps and gave speeches to the crowd over megaphones for about 30 minutes. One megaphone-equipped speaker quoted a chant that previously had been used during a protest in Portland, Oregon, "There is no riot here, why are you in riot gear" A speaker also said, "What did we do, block some fucking streets?" The same speaker mentioned an armed officer's appearance within the courthouse behind them and said, "He's moving to a different tactical position . . . so he can come and fucking blast us if he wants to What are they going to do? Teargas us when we're just standing around? . . . We need to be out here every fucking day." Based on exhibits the State later presented at trial, this speaker may have been Griffie.

Several days after the protest, Detective Marianna Hoyt reviewed the videotape posted on Facebook. Lieutenant Drew Sielor helped Detective Hoyt identify Griffie out of the crowd of protestors. Detective Hoyt ultimately issued Griffie a citation for unlawful assembly under W.M.O. § 5.73.030. The complaint alleged Griffie violated W.M.O. § 5.73.030(1) when she "participat[ed] in the meeting or coming together of at least five persons for the purpose of engaging in *conduct constituting disorderly conduct* . . . by blocking traffic." (Emphasis added.) *Griffie*, 2022 WL 17072292, at *2. To support the unlawful assembly charge, the City of Wichita relied on its disorderly conduct ordinance, W.M.O. § 5.24.010:

"Disorderly conduct is, one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

"(a) Engaging in brawling or fighting; or

"(b) Disturbing an assembly, meeting, or procession, not unlawful in its character; or

"(c) Using fighting words or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others.

"As used in this section, 'fighting words' means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of peace.

"Every person convicted of violating this section shall be punished by imprisonment of a term not to exceed 30 days or a fine of not more than \$500.00 or both such imprisonment and fine."

PROCEDURAL HISTORY

Griffie appeared for a bench trial in Sedgwick County Municipal Court. The court found Griffie guilty of violating W.M.O. § 5.73.030(1) as charged.

Griffie appealed the municipal court's decision to the Sedgwick County District Court and requested a jury trial. Before trial, the City clarified its theory of the case: Griffie violated the unlawful assembly ordinance by meeting with five or more persons with the intent to engage in "noisy conduct tending to reasonably arouse alarm, anger or resentment in others." In response, Griffie argued that over 40 years ago, the Kansas Supreme Court examined a state statute mirroring the Wichita ordinance and, in order to avoid holding the entire statutory subsection unconstitutional, construed the language in subsection (c) narrowly to mean only "fighting words." See *State v. Huffman*, 228 Kan. 186, 612 P.2d 630 (1980). Based on the holding in *Huffman*, Griffie argued the "noisy conduct" provision in subsection (c) is unenforceable. The district court was not persuaded by Griffie's argument.

The case proceeded to trial. McTaggart testified first, followed by Lieutenant Sielor and Detective Hoyt. The two-hour videotape of the protest was played for the jury. The City rested its case, and Griffie moved for acquittal. The district court denied her motion. Griffie's attorney asked for permission to submit a trial brief for reconsideration, which the court granted. On reconsideration, Griffie argued the "noisy conduct" part of the disorderly conduct definition in subsection (c) is unconstitutionally overbroad and should be struck from the ordinance because it prohibits all noisy conduct, even if the conduct is protected under the First Amendment. The court remained unpersuaded and denied Griffie's motion for reconsideration.

Griffie testified last. She acknowledged her role as the executive director of ICT, though she denied having chosen the position. She believed she was given the position "because nobody else really wanted to do the work" and that it was "forced upon [her]." Griffie testified that ICT's decisions were made as a group. Griffie's time on the stand established that she had told other protestors to bring shields as defensive and symbolic tools, that she wished she would have tried "to keep people more compact or organized,"

and that she felt Wichita police targeted her because she was the face of ICT. Griffie also testified about the impact on her resulting from the City's decision to prosecute her for participating in the protest:

"I don't think in the future I would ever organize any more protests, like, that's just not really my jam. But I think, yeah, eventually I would like to get involved in some other, like, I really enjoyed doing, like, distributions. I really enjoyed, you know, speaking to people on these things, but I don't think protest is the way for me."

A jury found Griffie guilty of unlawful assembly. The court imposed \$346.50 in fines and costs. At sentencing, the prosecutor noted Griffie was "a great asset to the community and does a lot of things," and suggested Griffie could do community service rather than paying the fine. The court held Griffie could perform community service, credited at \$5 an hour.

Griffie appealed. She argued W.M.O. § 5.24.010(c) was facially unconstitutional under the overbreadth doctrine. While her appeal was pending, we issued a decision in *City of Wichita v. Trotter*, 316 Kan. 310, 514 P.3d 1050 (2022). Griffie submitted a timely Rule 6.09 letter addressing the *Trotter* decision shortly before her Court of Appeals oral argument date.

A divided panel affirmed the district court, finding W.M.O. § 5.24.010(c) survived Griffie's constitutional overbreadth challenge. *Griffie*, 2022 WL 17072292, at *8. Senior Judge Timothy G. Lahey disagreed with the majority:

"The constitutional problem with the 'noisy conduct' form of disorderly conduct is not that the ordinance was passed with the intention of targeting a specific political message. The problem is that it is overbroad and includes within its scope, without exception, protected First Amendment speech and conduct. Under the ordinance, a criminal penalty attaches to noisy conduct whether it occurs in a private home or in the public square—it

applies to political debates, meetings, and conventions, and at all times of the day or night. The scope is constitutionally significant and unmistakably chills free speech and expressive conduct." *Griffie*, 2022 WL 17072292, at *9.

Griffie petitioned for review, asking this court to reverse the Court of Appeals and adopt Judge Lahey's reasoning. The Attorney General and ACLU filed briefs as amicus curiae, supporting the City and Griffie respectively.

Jurisdiction is proper. See K.S.A. 20-3018(b) (providing for review of Court of Appeals' decisions); K.S.A. 60-2101(b) (Supreme Court can correct, modify, vacate, or reverse Court of Appeals' decisions).

ANALYSIS

Griffie claims the "noisy conduct" provision of W.M.O. § 5.24.010(c)—which defines the disorderly conduct element on which her unlawful assembly conviction was based—is overbroad on its face such that it unconstitutionally infringes on freedom of speech and expression protected by the First Amendment. Griffie reiterates she brings only a facial challenge to the constitutionality of the ordinance and is not challenging the constitutionality of the ordinance as applied to her conduct here.

A. *Standard of review*

The constitutionality of a statute or ordinance is a question of law subject to unlimited review. *Trotter*, 316 Kan. at 312. As the party challenging the ordinance as unconstitutionally overbroad, Griffie has the burden to establish its overbreadth. See 316 Kan. at 314.

B. *Standing*

Before addressing the merits of Griffie's overbreadth claim, we first consider whether Griffie has standing to challenge W.M.O. § 5.24.010(c) as unconstitutionally overbroad. Although the parties do not raise it, "standing is a component of subject matter jurisdiction" and "may not be waived." *Creecy v. Kansas Dept. of Revenue*, 310 Kan. 454, 459-60, 447 P.3d 959 (2019).

Under Kansas' traditional standing test, parties must demonstrate they *personally* "suffered a cognizable injury" and "a causal connection between the injury and the challenged conduct." *State v. Bodine*, 313 Kan. 378, 385, 486 P.3d 551 (2021). As such, a party generally has standing to challenge the constitutionality of an ordinance or statute only to the extent it adversely impacts that party's own rights. So "if there is no constitutional defect in the application of the statute to a litigant, [the litigant] does not have standing to argue that it would be unconstitutional if applied to third parties in hypothetical situations." *Ulster County Court v. Allen*, 442 U.S. 140, 154-55, 99 S. Ct. 2213, 60 L. Ed. 2d 777 (1979).

But the United States Supreme Court recognizes an exception to traditional standing rules when a litigant claims that a statute broadly prohibits speech protected by the First Amendment. *City of Wichita v. Wallace*, 246 Kan. 253, 267, 788 P.2d 270 (1990) (citing *Young v. American Mini Theatres*, 427 U.S. 50, 60, 96 S. Ct. 2440, 49 L. Ed. 2d 310 [1976] [citing *Broadrick v. Oklahoma*, 413 U.S. 601, 611-14, 93 S. Ct. 2908, 37 L. Ed. 2d 830 (1973)]). This exception grew out of the notion that violations of the First Amendment impact society as a whole by exerting a chilling effect on the free and open exchange of ideas. See *Wallace*, 246 Kan. at 267. Therefore, litigants "are permitted to challenge a statute not because their own rights of free expression are violated, but because of a judicial prediction or assumption that the statute's very existence may cause others not before the court to refrain from constitutionally protected speech or

expression." *Broadrick*, 413 U.S. at 612. This court first applied the relaxed standing rules for First Amendment overbreadth challenges in *Moody v. Board of Shawnee County Comm'rs*, 237 Kan. 67, 75, 697 P.2d 1310 (1985), and most recently applied the exception in *Trotter*, 316 Kan. at 312.

Here, Griffie brings an overbreadth challenge to an ordinance seeking to protect First Amendment rights. Thus, her claim fits squarely within the exception to general standing requirements, and she has standing to argue on behalf of third parties that W.M.O. § 5.24.010(c) is unconstitutionally overbroad on its face.

C. Overbreadth

Griffie claims the "noisy conduct" provision of W.M.O. § 5.24.010(c) is facially overbroad and thus unconstitutional. To determine whether the ordinance is overbroad, we apply the facial overbreadth standard as developed in Kansas cases. The Kansas standard evolved over several decades, incorporating criteria from legal treatises and several United States Supreme Court cases along the way. Perhaps this extended evolution is why our current overbreadth standard appears, at least on its face, to be internally incongruous. In practice, however, Kansas courts have reconciled the incongruity. To place the current overbreadth standard in context so that we can apply it here, we begin with a chronological review of key substantial overbreadth legal principles as developed in the Supreme Court and in Kansas.

Evolution of the United States Supreme Court substantial overbreadth doctrine

Without labeling it as such, the United States Supreme Court first recognized what is now known as the facial overbreadth doctrine in *Thornhill v. Alabama*, 310 U.S. 88, 97-98, 60 S. Ct. 736, 84 L. Ed. 1093 (1940). In that case, Thornhill was arrested under a statute broadly criminalizing all picketing, including labor-management disputes. In

response, Thornhill alleged violations of his constitutional right to free speech, to peacefully assemble, and to petition for redress. The State argued the law was vital in keeping the community safe and maintaining the peace. Finding no merit to his constitutional claims, the trial court convicted Thornhill as charged.

In reversing the lower court, the Supreme Court established some significant legal principles of lasting importance. First, the Court held a First Amendment overbreadth challenge to a statute must be "judged upon its face" and not as applied to the particular facts of a case. 310 U.S. at 96. Next, the Court held a law is overbroad when it "does not aim specifically at evils within the allowable area of [governmental] control, but . . . sweeps within its ambit other activities that in ordinary circumstances constitute an exercise of freedom of speech or of the press." 310 U.S. at 97. Finally, and probably most significantly, the Court created an exception to ordinary standing requirements in First Amendment overbreadth cases by permitting facial challenges to overbroad statutes even if a more narrowly drawn statute would have been valid as applied to the challenging party. 310 U.S. at 97-98.

Thirty years after *Thornhill*, the Supreme Court defined the limits of the facial overbreadth doctrine in the seminal case of *Broadrick v. Oklahoma*, 413 U.S. 601, 93 S. Ct. 2908, 37 L. Ed. 2d 830 (1973). The case involved a challenge to the provision of a statute restricting political activities of the state's classified civil servants. The Court held the overbreadth doctrine inapplicable, noting it generally does not apply to a law that may only incidentally have an impact on expression. In so holding, the Court established the "substantial overbreadth" doctrine, declaring that "particularly where conduct and not merely speech is involved, . . . the overbreadth of a statute must not only be real, but substantial as well, judged in relation to the statute's plainly legitimate sweep." 413 U.S. at 615. This inquiry necessarily involves a comparative analysis between the law's effect on protected versus unprotected activity and requires that the unconstitutional

applications of the law be disproportionately "substantial" in relation to the constitutional applications. 413 U.S. at 609-18.

Not long after *Broadrick*, the Supreme Court incorporated the substantiality requirement into all overbreadth challenges, whether the statute applies to conduct, speech, or conduct plus speech. *New York v. Ferber*, 458 U.S. 747, 770-71, 102 S. Ct. 3348, 73 L. Ed. 2d 1113 (1982) (recognizing the substantiality requirement applies equally to overbreadth challenges involving pure speech or speech-related conduct); *Brockett v. Spokane Arcades, Inc.*, 472 U.S. 491, 503 n.12, 105 S. Ct. 2794, 86 L. Ed. 2d 394 (1985) (reiterating *Ferber's* holding that the substantial overbreadth doctrine applies to pure speech).

Fifty years after *Broadrick*, the United States Supreme Court continues to adhere to the substantial overbreadth doctrine. See *United States v. Hansen*, 599 U.S. 762, 770, 143 S. Ct. 1932, 216 L. Ed. 2d 692 (2023) ("If the challenger demonstrates that the statute 'prohibits a substantial amount of protected speech' relative to its 'plainly legitimate sweep,' then society's interest in free expression outweighs its interest in the statute's lawful applications, and a court will hold the law facially invalid.").

Evolution of the Kansas substantial overbreadth doctrine

The first Kansas case setting forth specific standards in a First Amendment overbreadth challenge is *State ex rel. Murray v. Palmgren*, 231 Kan. 524, 646 P.2d 1091 (1982). In *Palmgren*, the Attorney General sought to recover civil penalties against county officials for violating the Kansas Open Meetings Act (KOMA). The county officials argued KOMA was unconstitutionally overbroad in that it "has a potential inhibiting effect on the 'rights of public officials to assemble and discuss public affairs'" and thwarts the rights of Kansans to engage in "unfettered discussion of governmental affairs in private while retaining anonymity." 231 Kan. at 533-34.

The *Palmgren* court began its overbreadth analysis by setting forth the existing, and rather general, legal standard for overbreadth: "[A]n overbroad statute makes conduct punishable which under some circumstances is constitutionally protected." 231 Kan. at 533 (citing *State v. Huffman*, 228 Kan. 186, 189, 612 P.2d 630 [1980]; *State v. Stauffer Communications, Inc.*, 225 Kan. 540, 547, 592 P.2d 891 [1979]). The court went on to note, however, that "almost every law is potentially applicable to constitutionally protected acts." 231 Kan. at 533. Thus, the court clarified that a successful overbreadth challenge can be made only when "1) the protected activity is a significant part of the law's target, and 2) there exists no satisfactory method of severing the law's constitutional from its unconstitutional applications." 231 Kan. at 533. *Palmgren* derived these prerequisites to a successful overbreadth challenge from a discussion on the standing component of overbreadth challenges by Professor Lawrence Tribe in his treatise, *American Constitutional Law*. *Palmgren*, 231 Kan. at 533 (citing Tribe, *American Constitutional Law* § 12-24, 711 [2d ed. 1978]). Notably, Tribe also discussed *Broadrick* and its comparative substantiality requirement. But the *Palmgren* court did not discuss the substantial overbreadth standard or cite *Broadrick* for this legal principle.

Almost two decades after *Palmgren*, we applied the United States Supreme Court's comparative substantial overbreadth doctrine for the first time. *State v. Whitesell*, 270 Kan. 259, 271, 13 P.3d 887 (2000) ("An overbreadth challenge will be successful if the challenged statute trenches upon a substantial amount of First Amendment protected conduct in relation to the statute's plainly legitimate sweep.") (citing *Staley v. Jones*, 108 F. Supp. 2d 777, 786 [W.D. Mich. 2000] [citing *Broadrick*, 413 U.S. at 612-15]). Since *Whitesell*, Kansas appellate courts have consistently held that a statute is overbroad only when it prohibits a substantial amount of protected expressive activity when judged in relation to the statute's plainly legitimate sweep. See *Trotter*, 316 Kan. at 314; *State v. Jones*, 313 Kan. 917, 932, 492 P.3d 433 (2021); *State v. Williams*, 299 Kan. 911, 920, 329 P.3d 400 (2014); *State v. Zabrinas*, 271 Kan. 422, 428, 24 P.3d 77 (2001); *City of Wichita*

v. Trotter, 60 Kan. App. 2d 339, 361, 494 P.3d 178 (2021); *Griffie*, 2022 WL 17072292, at *4; *State v. Neloms*, No. 110,391, 2016 WL 463362, at *9 (Kan. App. 2016) (unpublished opinion); *State v. Bland*, No. 108,272, 2014 WL 1362644, at *4 (Kan. App. 2014) (unpublished opinion); *State v. Gile*, No. 108,279, 2014 WL 1302608, at *7 (Kan. App. 2014) (unpublished opinion).

But alongside the comparative substantial overbreadth doctrine, our courts have also continued to cite *Palmgren's* overbreadth standard, derived from Tribe's treatise. Because the two standards use different criteria to assess overbreadth, we question whether using them together can be reconciled. A plain reading of the language in the two standards shows the difference between them. Under the substantial overbreadth doctrine, a law is overbroad if it prohibits a *substantial* amount of protected activity *as compared to* the amount of unprotected activity it prohibits. Under the Tribe overbreadth doctrine, a law is overbroad if the protected activity is a *significant* part of the law's target, *with no comparison* to the amount of unprotected activity it prohibits.

Although they may be irreconcilable in the abstract, we find Kansas courts have reconciled the two standards in practice by incorporating the secondary Tribe standard into the primary substantial overbreadth doctrine. For example, in *Williams* we held

"[w]here conduct and not merely speech is involved, the United States Supreme Court requires that 'the overbreadth of a statute must not only be real, but substantial as well, judged in relation to the statute's plainly legitimate sweep.' *Broadrick*, 413 U.S. at 615. This court has divided this burden into a two-part test. The party attacking the constitutionality of a statute on the basis of overbreadth must establish '(1) the protected activity is a significant part of the law's target, and (2) there exists no satisfactory method of severing that law's constitutional from its unconstitutional applications.'" 299 Kan. at 920 (citing *Whitesell*, 270 Kan. 259, Syl. ¶ 6).

This excerpt from *Williams* reflects that, at least where conduct and not merely speech is involved, we have construed Tribe's "significant part of the law's target" standard as a legal equivalent to the Supreme Court's substantial overbreadth doctrine. See *Broadrick*, 413 U.S. at 615 ("[P]articularly where conduct and not merely speech is involved, . . . the overbreadth of a statute must not only be real, but substantial as well, judged in relation to the statute's plainly legitimate sweep."). This construction may suggest we are not applying the required Supreme Court's substantial overbreadth doctrine. See *Arizona v. Evans*, 514 U.S. 1, 8-9, 115 S. Ct. 1185, 131 L. Ed. 2d 34 (1995) ("State courts . . . are not free from the final authority of" the Supreme Court when interpreting the U.S. Constitution.); *State v. Tatro*, 310 Kan. 263, 272, 445 P.3d 173 (2019) ("[T]his court must follow the United States Supreme Court's interpretation of the United States Constitution."). To clarify that we are, indeed, applying United States Supreme Court precedent on questions of federal law, we no longer will express the substantial overbreadth doctrine as a standard requiring protected activity be a "significant part of the law's target." Instead, we will apply the doctrine using the same language as the Supreme Court to determine whether the law prohibits "a substantial amount of protected activity judged in relation to the law's plainly legitimate sweep." Consistent with Supreme Court precedent, we will apply the substantial overbreadth doctrine not just to conduct, but also to overbreadth challenges involving conduct, speech-related conduct, and pure speech. *Ferber*, 458 U.S. at 770-71 (recognizing the substantiality requirement applies not just to conduct, but equally to overbreadth challenges involving pure speech and speech-related conduct); *Brockett*, 472 U.S. at 503 n.12 (reiterating *Ferber's* holding that the substantial overbreadth doctrine applies to pure speech).

Thus, the First Amendment facial overbreadth analysis consists of three steps. First, we interpret the language of the challenged law to determine its scope. See *United States v. Williams*, 553 U.S. 285, 293, 128 S. Ct. 1830, 170 L. Ed. 2d 650 (2008) ("The first step in overbreadth analysis is to construe the challenged statute; it is impossible to

determine whether a statute reaches too far without first knowing what the statute covers."). If the scope of the law extends to prohibit protected activity, we next decide whether the law prohibits a substantial amount of protected activity judged in relation to the law's plainly legitimate sweep. *Williams*, 299 Kan. at 920; see also *Williams*, 553 U.S. at 297; *Ferber*, 458 U.S. at 771 (recognizing the substantiality requirement applies not just to conduct, but equally to overbreadth challenges involving pure speech and speech-related conduct). Finally, if we find substantial overbreadth, we look to see whether there is a satisfactory method of severing the law's constitutional provisions from its unconstitutional provisions. *Trotter*, 316 Kan. at 320-21.

Having clarified the substantial overbreadth doctrine as applied by Kansas appellate courts, we now apply the overbreadth analysis to the noisy conduct provision of W.M.O. § 5.24.010(c).

1. *Interpreting the language of the ordinance to determine its scope*

The most fundamental rule of statutory interpretation is that the intent of the Legislature governs if that intent can be determined. To determine intent, we look first to the plain language of the statute, giving common words their ordinary meanings. When a statute is plain and unambiguous, we do not speculate about the legislative intent behind that clear language, and we avoid reading something into the statute not readily found in its words. *State v. Eckert*, 317 Kan. 21, 27, 522 P.3d 796 (2023). Our court applies the same rules to interpreting a municipal ordinance as we would when interpreting a statute. *Robinson v. City of Wichita Employees' Retirement Bd. of Trustees*, 291 Kan. 266, 272, 241 P.3d 15 (2010).

Using these rules of statutory interpretation, we review W.M.O. § 5.24.010(c) to determine the scope of activity prohibited by the ordinance:

"Disorderly conduct is, one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

....

"(c) Using fighting words or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others."

Neither the ordinance nor the identical state statute, K.S.A. 21-6203, define "noisy conduct." And no case interpreting the ordinance or statute has defined the phrase either. But Kansas courts interpreting statutes often look to dictionaries to explain the ordinary meaning of common words. See *Eckert*, 317 Kan. at 29-30.

"Noisy" means "making noise." Noisy, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/noisy>. In turn, noise is defined as "sound" . . . "especially: one that lacks an agreeable quality or is noticeably unpleasant or loud." Noise, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/noise>.

"Conduct" is defined as "a mode or standard of personal behavior especially as based on moral principles." Conduct, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/conduct>. Black's Law Dictionary further defines "conduct" as "[p]ersonal behavior, whether by action or inaction, verbal or nonverbal; the manner in which a person behaves." Black's Law Dictionary 369 (11th ed. 2019).

Using these dictionary definitions to construe the "noisy conduct" provision of W.M.O. § 5.24.010(c), the ordinance criminally punishes a person who makes disagreeable, unpleasant, or loud sounds that the person knows or should know would tend to reasonably arouse alarm, anger, or resentment in others. By its plain language then, the "noisy conduct" provision of W.M.O. § 5.24.010(c) necessarily criminalizes

conduct previously deemed by the United States Supreme Court as protected by the First Amendment, if accompanied by a disagreeable, unpleasant, or loud sound:

- picketing a military funeral of a soldier killed in the line of duty with signs stating, "Thank God for Dead Soldiers," and, "America is Doomed," while singing hymns and reciting Bible verses, *Snyder v. Phelps*, 562 U.S. 443, 448, 131 S. Ct. 1207, 179 L. Ed. 2d 172 (2011);
- burning a cross while playing religious hymns, such as "Amazing Grace," over loudspeakers, without an intent to intimidate, *Virginia v. Black*, 538 U.S. 343, 349, 123 S. Ct. 1536, 155 L. Ed. 2d 535 (2003);
- burning an American flag during a protest rally, while protesters chant: "America, the red, white, and blue, we spit on you," *Texas v. Johnson*, 491 U.S. 397, 399, 109 S. Ct. 2533, 105 L. Ed. 2d 342 (1989);
- giving a lengthy and aggressive religious speech and loudly singing "The Star Spangled Banner" and other patriotic and religious songs while stamping feet and clapping hands, *Edwards v. South Carolina*, 372 U.S. 229, 233, 83 S. Ct. 680, 9 L. Ed. 2d 697 (1963); and
- peaceful labor picketing, including assembling and discussing publicly the nature and causes of a labor dispute. *Thornhill v. State of Alabama*, 310 U.S. 88, 104, 60 S. Ct. 736, 84 L. Ed. 1093 (1940).

Given Supreme Court precedent and the plain language of the ordinance, we conclude the scope of the ordinance extends to constitutionally protected activity.

2. *Whether the ordinance prohibits a substantial amount of protected activity judged in relation to the law's plainly legitimate sweep*

Having concluded the scope of the law extends to prohibit constitutionally protected activity, the next step in our analysis is to determine whether the ordinance is substantially overbroad and therefore unconstitutional. A law is overbroad if it prohibits a substantial amount of protected activity judged in relation to the law's plainly legitimate sweep. The overbreadth inquiry necessarily involves a comparative analysis between the law's effect on protected versus unprotected activity and requires that the unconstitutional applications of the law be disproportionately "substantial" in relation to the constitutional applications.

We begin by looking at the effect of the ordinance on protected activity. On top of activity deemed by the Supreme Court as protected by the First Amendment set forth in the preceding section, the plain language of the ordinance reflects that the "noisy conduct" provision W.M.O. § 5.24.010(c) criminalizes a broad range of other constitutionally protected activities—whether expressed in public or private settings and whether expressed at any time during the day or the night. If expressed in a disagreeable, unpleasant, or loud way that would tend to reasonably arouse alarm, anger, or resentment in others, the following nonexclusive list of conduct will be criminal in a considerable number of cases under the noisy conduct provision of the ordinance:

- Speaking, marching, and demonstrating;
- Using profane language in front of, or directed to, another person;
- Being insolent and disrespectful to another person;
- Cheering, booing, or taunting at a sporting event or other occasion
 - See Calvert & Richards, *Fans and the First Amendment: Cheering and Jeering in College Sports*, 4 Va. Sports & Ent. L.J. 1, 3, n.9 (2004)

(analyzing the constitutionality of efforts to restrict spectators' offensive speech at sporting events held at public colleges and universities and concluding that any policy drafted and implemented by public universities would face an uphill court battle if challenged by free-speech advocates);

- Talking on the phone in public;
- Playing disagreeable or unpleasant music;
- Honking a horn;
- Talking during a movie at the theater; and
- Revving the engine of a vehicle or motorcycle.

Although the list above establishes the noisy conduct provision unconstitutionally applies to a considerable amount of protected activity, our substantial overbreadth standard requires further inquiry. We must determine whether the unconstitutional applications of the noisy conduct provision are substantial when compared to legitimate applications involving unprotected activity. *Williams*, 299 Kan. at 920; see also *Williams*, 553 U.S. at 297.

A review of Kansas cases construing K.S.A. 21-6203(a)(3)—the statute identical to the "noisy conduct" provision in W.M.O. § 5.24.010(c)—leads us to conclude that legitimate applications of the "noisy conduct" provision involving unprotected activity are limited to ones where the disagreeable, unpleasant, or loud conduct consists of threatening behavior that poses a risk of provoking physical confrontation. See *State v. Hughs*, No. 118,281, 2018 WL 2374766, at *1, 4 (Kan. App. 2018) (unpublished opinion) (affirming defendant's disorderly conduct conviction based on evidence of screaming and cursing that resulted in fighting and brawling); *State v. Mead*, No. 115,989, 2017 WL 4082240, at *4-5, 12 (Kan. App. 2017) (unpublished opinion) (affirming disorderly conduct conviction based on evidence that defendant advanced toward others while flailing his arm in the air as he yelled and screamed in an out-of-control, belligerent, threatening, and aggressive manner, after which he battered the witness); *City of Paola v.*

Ammel, No. 96,301, 2007 WL 2767953, at *3 (Kan. App. 2007) (unpublished opinion) (affirming disorderly conduct conviction based on evidence that defendant screamed insults at police officers at the top of his voice in a public library, which was heard throughout the building, and physically resisted arrest by fighting the officers); *State v. Heyder*, No. 82,810, 2000 WL 36745844, at *1-2 (Kan. App. 2000) (unpublished opinion) (affirming disorderly conduct conviction based on evidence that defendant exited his vehicle at a toll booth, angrily advanced toward the collector while flailing his arms, and spewed profanity in a raised voice at the collector while blocking traffic until he was forcibly taken down and handcuffed by law enforcement); cf. *State v. Kiraly*, No. 125,190, 2023 WL 2941555, at *2, 5-6 (Kan. App. 2023) (unpublished opinion) (holding defendant's use of the phrase "stupid bitch" during an argument where defendant was yelling and woman was sobbing and both were speaking in loud, upset voices did not support arrest for disorderly conduct based on "fighting words" or "noisy conduct tending to reasonably arouse alarm, anger or resentment in others").

The list of cases cited above reveals the narrow scope of legitimate applications, involving unprotected activity, of the "noisy conduct" provision of W.M.O. § 5.24.010(c): noisy conduct consisting of threatening behavior that poses a risk of provoking physical confrontation. The State agrees, citing these same cases to assert that the "plainly legitimate sweep" of the "noisy conduct" provision is "preventing verbal and physical confrontations between citizens in public places regardless of speech content." The Court of Appeals panel majority also agreed, at least to a certain extent, as shown by its concession that prohibiting "noisy conduct" on its own likely would be constitutionally overbroad. Yet the majority concluded the ordinance survived a facial overbreadth challenge because the ordinance includes actus reus and mens rea components, which the majority believed would significantly curtail its application to protected activity. *Griffie*, 2022 WL 17072292, at *6. With less applications to protected activity, the majority posited the scope of the law's unconstitutional applications would no longer be substantial when compared to its legitimate sweep. But the majority provided no

accompanying analysis or other discussion to support its summarily stated belief. 2022 WL 17072292, at *8. We provide that analysis below.

Actus reus

The panel majority held the law's application to protected activity is reined in by what it viewed as restrictive language modifying the actus reus component of the law: "noisy conduct *tending to reasonably arouse alarm, anger or resentment in others.*" (Emphasis added.) W.M.O. § 5.24.010(c). *Griffie*, 2022 WL 17072292, at *6. But we fail to see how the modifying language places any meaningful restriction on the law's application to protected activity. This is especially true given the descriptive modifier is expressed as only "tending" to reasonably arouse alarm, anger or resentment. "Tend" means: "1. To be disposed toward (something). 2. To serve, contribute, or conduce in some degree or way; to have a more or less direct bearing or effect. 3. To be directed or have a tendency to (an end, object, or purpose)." Black's Law Dictionary 1770 (11th ed. 2019). That others may experience alarm, anger, or resentment in response to noisy conduct does not justify the wholesale restriction of free expression. The United States Supreme Court has repeatedly held that "the public expression of ideas may not be prohibited merely because the ideas are themselves offensive to some of their hearers." *Street v. New York*, 394 U.S. 576, 592, 89 S. Ct. 1354, 22 L. Ed. 2d 572 (1969). "If there is a bedrock principle underlying the First Amendment, it is that the government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable." *Johnson*, 491 U.S. at 414; see *Coates v. City of Cincinnati*, 402 U.S. 611, 615, 91 S. Ct. 1686, 29 L. Ed. 2d 214 (1971) ("[M]ere public intolerance or animosity cannot be the basis for abridgment of these constitutional freedoms.").

We also disagree with the panel majority that the objective component of the law—tending to *reasonably* arouse alarm, anger, or resentment in others—places any meaningful restriction on the law's application to protected activity. See *Griffie*, 2022 WL

17072292, at *6. As the United States Supreme Court recognized long ago, "a principal 'function of free speech under our system of government is to invite dispute. It may indeed best serve its high purpose when it induces a condition of unrest, creates dissatisfaction with conditions as they are, or even stirs people to anger.'" *Johnson*, 491 U.S. at 408-09 (quoting *Terminiello v. Chicago*, 337 U.S. 1, 4, 69 S. Ct. 894, 93 L. Ed. 1131 [1949]); see *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 210, 95 S. Ct. 2268, 45 L. Ed. 2d 125 (1975) ("Much that we encounter offends our esthetic, if not our political and moral, sensibilities. Nevertheless, the Constitution does not permit government to decide which types of otherwise protected speech are sufficiently offensive to require protection for the unwilling listener or viewer."); *Cohen v. California*, 403 U.S. 15, 21, 91 S. Ct. 1780, 29 L. Ed. 2d 284 (1971) ("[T]he mere presumed presence of unwitting listeners or viewers does not serve automatically to justify curtailing all speech capable of giving offense.").

Mens rea

The panel majority believed that adding an intent requirement—"knows or should know"—to the ordinance significantly curtails the law's application to protected activity. *Griffie*, 2022 WL 17072292, at *6.

A general intent mens rea element does not curtail the law's application to protected activity. Whether a person knows (or should know) that such person's noisy conduct is inclined to arouse alarm, anger, or resentment in others does nothing to narrow the scope of the law's application to only unprotected activity. Looking at the broad swath of the law's application to protected activity as described above, it is clear that in most, if not all, cases, the person intentionally, knowingly, or recklessly engaged in the protected activity constituting noisy conduct.

In sum, neither the actus reus nor the mens rea components limit the application of W.M.O. § 5.24.010(c) to protected activity. Given the broad scope of protected activity criminalized by the law, as well as the limited scope of legitimate applications of the provision, we conclude the application to legitimate activity is substantially overcome by the vast amount of protected activity the provision prohibits. As such, we deem the provision unconstitutional.

Time, Place, and Manner

Before moving to severance, the final step in our analysis, we consider the dissent's challenge to our conclusion that the noisy conduct provision is unconstitutionally overbroad because it prohibits a substantial amount of protected conduct relative to its plainly legitimate sweep. The dissent does not question the legal framework for conducting a substantial overbreadth analysis. Instead, the dissent argues that a substantial overbreadth analysis is premature until we determine whether the provision lawfully imposes reasonable restrictions on time, place, and manner of protected activity.

The government may impose reasonable restrictions on the time, place, and manner of protected speech. The analysis referred to by the dissent requires that the government's time, place, and manner restrictions (1) be content-neutral, (2) be narrowly tailored to serve a significant governmental interest, and (3) leave open ample alternative channels for communication of the information. *Ward v. Rock Against Racism*, 491 U.S. 781, 791, 109 S. Ct. 2746, 105 L. Ed. 2d 661 (1989) (applying intermediate scrutiny to time, place, and manner restrictions). The narrowly tailored requirement prevents the government from imposing time, place, and manner restrictions that prohibit substantially more protected conduct than necessary to further the government's legitimate interests. 491 U.S. at 799. Notably, the language used by the Court to describe the purpose of the narrowly tailored requirement in a time, place, and manner analysis is strikingly similar

to the language used by the Court to describe the purpose of the substantial overbreadth doctrine. Compare *Ward*, 491 U.S. at 799 (restrictions must be narrowly tailored so time, place, and manner restrictions do not prohibit substantially more protected conduct than necessary to further the government's legitimate interests), with *Broadrick*, 413 U.S. at 615 (substantial overbreadth analysis requires the court to determine whether the challenged law prohibits a substantial amount of protected conduct relative to its plainly legitimate sweep).

Notwithstanding this similarity, the dissent claims our determination that the noisy conduct provision is substantially overbroad is fatally flawed because we failed to first undertake a *Ward* intermediate scrutiny analysis. The dissent's claim focuses on our failure to analyze whether the provision imposed a permissible "manner" restriction on protected conduct. This analysis would require us to decide whether the noisy conduct provision—which criminally punishes a person who makes disagreeable, unpleasant, or loud sounds that the person knows or should know would tend to reasonably arouse alarm, anger, or resentment in others—is narrowly tailored to serve a significant governmental interest. Given the procedural posture of this case, however, the dissent's proposed scrutiny analysis is not possible. The parties have never alleged in these proceedings that the noisy conduct provision is a "manner" restriction on protected speech subject to scrutiny analysis. Because the issue was never litigated, the facts necessary to engage in a scrutiny analysis on appellate review were never developed. Specifically, there is no evidence of the significant governmental interest served by criminally punishing a person who makes disagreeable, unpleasant, or loud sounds that the person knows or should know would tend to reasonably arouse alarm, anger, or resentment in others. Obviously, we cannot evaluate whether restrictions on the manner in which protected activity is expressed are narrowly tailored to serve an unspecified and factually unsupported significant governmental interest.

Yet the dissent suggests we can engage in appellate review because the provision is really just a typical noise ordinance intended to govern sound, similar to the many that are challenged in other courts under an intermediate scrutiny analysis. But there is no evidence to suggest the noisy conduct provision here was enacted to govern sound. To the contrary, the City's noise ordinances governing sound are provided in detail under sections within the Noise Chapter of the Municipal Code. W.M.O. Chapter 7.41 - Noise. The sections in this chapter enumerate a non-exclusive list of noise nuisances, identify the tests for measuring noise, and set forth the decibel levels for time periods and zones at which noises will be declared excessive, unusual, loud, and unnecessary. W.M.O. § 7.41.010-§ 7.41.060.

Simply put, we are precluded from engaging in a sua sponte scrutiny analysis of the noisy conduct provision as proposed by the dissent. Thus, we remain resolute in concluding that the noisy conduct provision is unconstitutionally overbroad because it prohibits a substantial amount of protected conduct relative to its plainly legitimate sweep.

3. *Severance*

Because we have declared unconstitutional the "noisy conduct" provision of W.M.O. § 5.24.010(c), we now must decide whether there is a satisfactory method of severing the law's constitutional provisions from its unconstitutional provisions. The touchstone for severability is legislative intent, which is determined by applying our well-established two-part test. Under this test, the court may sever the unconstitutional provisions from the law and leave the remainder in force and effect if, after examining the law, we can conclude (1) the Legislature would have passed the law without the objectionable portion and (2) the law would operate effectively to carry out the intention

of the Legislature with the objectionable portion stricken. *Trotter*, 316 Kan. at 321 (quoting *Gannon v. State*, 304 Kan. 490, 519, 372 P.3d 1181 [2016]).

In this case, the introductory General Provisions of the Wichita, Kansas, Code include a catchall severability clause. See W.M.O. § 1.04.050 ("If for any reason any part, section, subsection, sentence, clause or phrase of this Code, 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 Code."). Although a severability clause is not dispositive, it is a strong indication of legislative intent and creates a presumption of severability. *Gannon*, 304 Kan. at 520 (citing *State v. Next Door Cinema Corp.*, 225 Kan. 112, 118-19, 587 P.2d 326 [1978]).

We begin the severability analysis by examining what W.M.O. § 5.24.010(c) would look like without the unconstitutional provision:

"Disorderly conduct is, one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

"(a) Engaging in brawling or fighting; or

"(b) Disturbing an assembly, meeting, or procession, not unlawful in its character; or

"(c) Using fighting words. ~~or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others.~~

"As used in this section, 'fighting words' means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of peace."

By its plain language, the ordinance reflects the City's intent to protect physical safety and preserve public peace (preventing "an assault or other breach of the peace"). If we sever the unconstitutional provision criminalizing "noisy conduct tending to

reasonably arouse alarm, anger or resentment in others" from subsection (c), the subsection still criminalizes unprotected "fighting words" as an act of disorderly conduct. The ordinance defines "fighting words" as ones which "by their very utterance inflict injury or tend to incite the listener to an immediate breach of peace." Because fighting words, by their very nature, tend "to reasonably arouse alarm, anger or resentment in others," the fighting words provision necessarily embraces what we found above as the legitimate sweep of the "noisy conduct" provision: threatening behavior that poses a risk of provoking physical confrontation.

For this reason, we conclude (1) the lawmakers would have passed the ordinance without the "noisy conduct" provision and (2) the ordinance will operate effectively to carry out the intention of the lawmakers—protecting physical safety and preserving public peace—with the "noisy conduct" provision stricken. Having met the two-part test, we sever the "or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others" language from W.M.O. § 5.24.010(c).

Judgment of the Court of Appeals affirming the district court is reversed.
Judgment of the district court is reversed.

* * *

STEGALL, J., dissenting: In my view, the majority's analysis is sound, with one crucial exception. After describing the appropriate overbreadth test, the majority fumbles the ball when determining whether the challenged portion of the ordinance sweeps up protected speech in its net. The extent of the analysis is simply the conclusory statement that "[b]y its plain language then, the 'noisy conduct' provision of W.M.O. § 5.24.010(c) necessarily criminalizes conduct previously deemed by the United States Supreme Court as protected by the First Amendment, if accompanied by a disagreeable, unpleasant, or loud sound." *City of Wichita v. Griffie*, 318 Kan. ___, slip op. at 17.

At first glance, this sounds reasonable enough. But couldn't the same be said of every time, place, or manner restriction on speech? Indeed, it could. See, e.g., *Hill v. Colorado*, 530 U.S. 703, 731-32, 120 S. Ct. 2480, 147 L. Ed. 2d 597 (2000) ("[I]t is not disputed that the regulation affects protected speech activity; the question is thus whether it is a 'reasonable restrictio[n] on the time, place, or manner of protected speech.' Here, the comprehensiveness of the statute is a virtue, not a vice, because it is evidence against there being a discriminatory governmental motive. . . . [The statute] simply does not 'ban' any messages, and likewise it does not 'ban' any signs, literature, or oral statements. It merely regulates the places where communications may occur. [Citation omitted.]"); *Boos v. Barry*, 485 U.S. 312, 331, 108 S. Ct. 1157, 99 L. Ed. 2d 333 (1988) (applying a narrowing construction to limit application of the law to regulate the place and manner of demonstrations directed at an embassy rather than a general breach of the peace law); *Carew-Reid v. Metropolitan Transp. Authority*, 903 F.2d 914, 916-19 (2d Cir. 1990) (finding a regulation banning use of amplifiers by musicians on subway platforms a permissible time, place, and manner restriction, despite the fact that "music, as a form of expression, is protected by the First Amendment," because the First Amendment "does not guarantee appellees access to every or even the best channels or locations for their expression"; even though the regulation banned a particular medium, it remained "neutral with regard to the expression's content," and though the "incidental effect of the amplifier ban, obviously, is that those musicians who previously used amplifiers on subway platforms will be forced to alter their performances or to perform elsewhere . . . this restriction on the manner of their expression is justified because it is the manner itself that produces the evil that is the object of regulation").

Time, place, or manner restrictions on speech occupy a unique place in our First Amendment jurisprudence. Where there is a legitimate time, place, or manner restriction, even though it will of course have the effect of limiting otherwise protected speech, it cannot as a matter of law infringe on that speech. The phenomenon of a valid time,

place, or manner restriction reaching otherwise protected activity is nothing new, and the Supreme Court has addressed this reality for decades. See, e.g., *Hill*, 530 U.S. at 731-32 (evaluating regulations under a time, place, and manner analysis and acknowledging that while some regulations will obviously "affect[] protected speech activity" they may pass constitutional muster as a content neutral time, place, and manner restriction that lacks any "discriminatory governmental motive"); *Ward v. Rock Against Racism*, 491 U.S. 781, 791-93, 109 S. Ct. 2746, 105 L. Ed. 2d 661 (1989) (noting that while plaintiff's arguments about government interference in "artistic judgment may have much force in other contexts"—because "[a]ny governmental attempt to serve purely esthetic goals by imposing subjective standards of acceptable sound mix on performers would raise serious First Amendment concerns"—"they are inapplicable to the facts of this case" because the record clearly showed the city had only content-neutral goals). For a law to be unconstitutionally overbroad, we must consider whether a law reaches a substantial amount of protected activity. *Hill*, 530 U.S. at 731-32 (quoting *Broadrick v. Oklahoma*, 413 U.S. 601, 615, 93 S. Ct. 2908, 37 L. Ed. 2d 830 [1973] ["[P]articularly where conduct and not merely speech is involved, we believe that the overbreadth of a statute must not only be real, but substantial as well, judged in relation to the statute's plainly legitimate sweep."]). Otherwise, no time, place, or manner restriction could survive the kind of overbreadth challenge plaintiff brings in this suit.

But the majority never conducts an analysis of W.M.O. § 5.24.010(c) as a time, place, or manner restriction. Maybe it would fail to meet the necessarily high threshold required for such restrictions. Indeed, "noise ordinances" are widely categorized as "fall[ing] into the category of time, place or manner regulations." *Sharkey's, Inc. v. City of Waukesha*, 265 F. Supp. 2d 984, 994 (E.D. Wis. 2003). And even very broad noise ordinances—similar to the one at hand—have been upheld as legitimate "manner" restrictions. See *Costello v. City of Burlington*, 632 F.3d 41, 44 (2d Cir. 2011) (upholding city noise ordinance that made it "unlawful for any person to make or cause to be made any loud or unreasonable noise," defined as noise that "disturbs, injures or endangers the

peace or health of another or when it endangers the health, safety or welfare of the community"); *Howard Opera House Assocs. v. Urb. Outfitters, Inc.*, 131 F. Supp. 2d 559, 563 (D. Vt. 2001) (upholding city noise ordinance that banned "any loud or unreasonable noise," defined as noise which "disturbs, injures or endangers the peace or health of another, or which endangers the health, safety or welfare of the community"), *aff'd* 322 F.3d 125 (2d Cir. 2003); *DA Mortg., Inc. v. City of Miami Beach*, 486 F.3d 1254, 1267-68 (11th Cir. 2007) (upholding city noise ordinance that proscribed unreasonably loud noise "in such a manner as to disturb the peace, quiet and comfort of neighboring inhabitants, or at any time louder than is necessary for convenient hearing for the person or persons who are in the room"); *City of Beaufort v. Baker*, 315 S.C. 146, 149, 432 S.E.2d 470 (1993) (upholding city ordinance that made it "unlawful for any person to willfully disturb any neighborhood or business in the City by making or continuing loud and unseemly noises, or by profanely cursing and swearing, or using obscene language"); *State v. Holcombe*, 145 S.W.3d 246, 248 (Tex. App. 2004) (upholding a city noise ordinance that made it illegal for one to "unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities"), *aff'd* 187 S.W.3d 496 (Tex. Crim. App. 2006).

Other courts have come down differently, so the answer is not at all self-evident. See *Deegan v. City of Ithaca*, 444 F.3d 135, 144 (2d Cir. 2006) (regulations prohibiting sound that could be heard 25 feet from its source in downtown pedestrian mall were not narrowly tailored to serve city's legitimate interest in preventing unreasonably injurious, annoying, or disturbing sound because mall was a public forum already "bustling with the sounds of recreation, celebration, commerce, demonstration, rallies, music, poetry, speeches, and other expressive undertakings," and therefore its application to a street preacher "unreasonably burden protected speech"); *United States v. Doe*, 968 F.2d 86, 87 (D.C. Cir. 1992) (a national park's regulation that prohibited sounds from "audio devices" generating a higher than prescribed decibel level was not a constitutional time, place, and manner restriction); *Campa v. City of Birmingham*, 662 So. 2d 917, 918-19 (Ala. Crim.

App. 1993) (finding a noise ordinance "unduly restrictive because the only restriction it places on the offending sounds is that they not 'disturb the peace, quiet and comfort of neighboring inhabitants'" and these factors were not limited to a "specific time frame, a specific place, or a specific manner in which sound can be emitted").

The majority responds to this criticism by quite rightly asserting that the State has never defended the ordinance as a manner restriction and has proffered no significant government interest as its rationale. I don't begrudge the majority's refusal to do the State's work for it; however, I would exercise our discretion to order the parties to provide supplemental briefing on the question. After all, when important issues such as this arise affecting major questions that will likely have ramifications on the law outside any particular dispute, our recent practice has been to do just that. See, e.g., *State v. Patton*, 315 Kan. 1, 5, 503 P.3d 1022 (2022) (ordering supplemental briefing on whether application of statutory amendments violated the Ex Post Facto Clause); *State v. Saylor*, 306 Kan. 1279, 1280, 404 P.3d 333 (2017) (ordering supplemental briefing to address what effect new Kansas caselaw regarding sufficiency of charging documents may have).

In my view, our refusal to do so here may not do much damage in today's case, but it may do a real disservice to legitimate time place or manner restrictions on the books in towns and counties across our state. This is so because how this particular noise restriction—which is admittedly quite broad—would fare under a proper time, place, or manner review is uncertain at best. And as I have explained, the question must be answered before any overbreadth analysis can proceed. Given all this, I am left with only the option to dissent.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Legal

STAFF CONTACT: Ron Shaver and Bob Gallimore

SUBJECT: Proposed amendments to Title 10 of the Olathe Municipal Code (the Olathe Traffic Ordinance).

TITLE:

Consideration of Ordinance No. 24-29 amending Title 10 of the Olathe Municipal Code (the Olathe Traffic Ordinance).

SUMMARY:

This item was provided as a report on the City Council agenda on July 2, 2024. Following that meeting, staff removed proposed amendments regarding Failure to Comply with Traffic Citation, which will be considered in a separate ordinance later this year.

Every summer, staff prepares updates to certain sections of the Olathe Traffic Ordinance within the Olathe Municipal Code ("O.M.C.") to align them with state law, make changes proposed by the prosecutors and police, and make technical corrections. These changes can be found in the proposed Ordinance 24-29 (**Attachment A**). Source statutes for proposed changes 2) and 4) are also attached (**Attachment B**).

The proposed ordinance amends the following sections:

- 1) Section 10.01.001 (Definitions) by amending the definition of "street or highway" to clarify that it includes sidewalks and other non-roadway parts of a street and the definition of "work upon a highway" to clarify that it refers to work where the highway is the object of the work.
- 2) Section 10.01.023 (Accident Involving Death or Personal Injuries; Duties of Drivers; Reports; Penalties) by removing redundant language, unnecessary references, and an apparent loophole if total property damage is exactly \$1,000.
- 3) Section 10.01.085 (Stopping, Standing or Parking Prohibited in Specific Places) by prohibiting parking in a space reserved for access to an electric vehicle charging station other than for the purpose of charging an electric vehicle.
- 4) Section 10.01.195 (Driving in Violation of Restrictions) by updating statutory references.
- 5) Section 10.01.201 (Penalties) by aligning the potential penalties outlined in this section with those provided throughout the rest of the Olathe Traffic Ordinance.

Note: 2024 SB 500 will require amendments to Section 10.01.201.1 (Failure to Comply with Traffic Citation). However, the state law amendments do not take effect until January 1, 2025, so an ordinance addressing those amendments will be brought later this year.

FINANCIAL IMPACT:

None.

MEETING DATE: 7/16/2024

ACTION NEEDED:

Approve Ordinance No. 24-29 amending Title 10 of the Olathe Municipal Code pertaining to the Olathe Traffic Ordinance.

ATTACHMENT(S):

- A. Ordinance No. 24-29
- B. Source statutes

ORDINANCE NO. 24-29

AN ORDINANCE PERTAINING TO THE OLATHE TRAFFIC CODE; AMENDING SECTIONS 10.01.001, 10.01.023, 10.01.085, 10.01.195, AND 10.01.201, AND REPEALING THE EXISTING SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: Section 10.01.001 of the Olathe Municipal Code is hereby amended to read as follows:

“10.01.001 Definitions.

The following words and phrases when used in this chapter shall, for the purpose of this chapter and other traffic ordinances, have the meanings respectively ascribed to them in this section except when the context otherwise requires:

“ADS-equipped vehicle” means a motor vehicle equipped with an automated driving system.

“Alcohol concentration” means the number of grams of alcohol per one hundred (100) milliliters of blood or per two hundred ten (210) liters of breath.

“Alcoholic beverage” means any alcoholic liquor, as defined by K.S.A. 41-102 and amendments thereto, or any cereal malt beverage, as defined by K.S.A. 41-2701 and amendments thereto.

“Alcoholic liquor” means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being, but shall not include any beer or cereal malt beverage containing not more than three and one-fifths percent (3.2%) alcohol by weight.

“All-terrain vehicle” means any motorized nonhighway vehicle, other than an electric-assisted bicycle, that is fifty-five inches (55") or less in width

measured from the outside of one (1) tire rim to the outside of the other tire rim, having a dry weight of one thousand five hundred (1,500) pounds or less, traveling on three (3) or more nonhighway tires.

“Alley” means a street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

“Arterial street” means any U.S. or State numbered route, controlled-access highway or other major radial or circumferential street or highway designated by local authorities within their respective jurisdictions as part of a major arterial system of streets or highways.

“Authorized emergency vehicle” means such Fire Department vehicles, police bicycles or police vehicles which are publicly owned; motor vehicles operated by ambulance services permitted by the Emergency Medical Services Board under the provisions of K.S.A. 65-6101 et seq., and amendments thereto; wreckers, tow trucks or car carriers, as defined by K.S.A. 66-1329, and amendments thereto, having a certificate of public service from the State Corporation Commission, and when operating under the direction of a duly authorized law enforcement officer; and such other publicly or privately owned vehicles which are designated as emergency vehicles pursuant to K.S.A. 8-2010 and amendments thereto.

“Authorized telecommunications vehicle” means a motor vehicle operated by a provider or a wireless infrastructure provider or a wireless services provider, when such vehicle is utilized for repairs and is making use of visual signals meeting the requirements of Section 10.01.172.

“Authorized utility vehicle” means a motor vehicle operated by an authorized person for an electric or natural gas public utility or a City-owned utility, when such motor vehicle is utilized for repairs that are needed on electric utility or natural gas equipment to restore necessary services or ensure public safety and is making use of visual signals meeting the requirements of Section 10.01.172.

“Autocycle” means a three (3) wheel motorcycle that has a steering wheel and seating that does not require the operator to straddle or sit astride it.

“Automated driving system” means the hardware and software collectively capable of performing the entire dynamic driving task on a sustained basis, regardless of whether the system is limited to a specific operational design domain, if any.

“Bicycle” means every device propelled by human power upon which any person may ride, having two (2) tandem wheels, either of which is more than fourteen inches (14”) in diameter.

“Bus” means every motor vehicle designed for carrying more than ten (10) passengers and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

“Business district” means the territory contiguous to and including a highway when within any six hundred feet (600') along such highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks or office buildings, railroad stations and public buildings which occupy at least three hundred feet (300') of frontage on one (1) side or three hundred feet (300') collectively on both sides of the highway.

“Cancellation of a driver’s license” means the annulment or termination by formal action of the Division of a person’s driver’s license because of some error or defect in the license or because the licensee is not entitled to such license, but the cancellation of a license is without prejudice; and application for a new license may be made at any time after such cancellation.

“Cereal malt beverage” means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt and/or malt substitute, but not including any such liquor which is more than three and one-fifths percent (3.2%) alcohol by weight.

“Chief of Police” means the Chief of Police of the City, or any member of the Police Department of the City designated by the Chief of Police to act in his or her place.

“Church bus” means every bus owned by a religious organization, and operated for the transportation of persons to or from services or activities of such religious organization. As used in this section, “religious organization” means any organization, church, body of communicants or group, gathered in common membership for mutual edification in piety, worship and religious observances, or a society of individuals united for religious purposes at a definite place.

“City” or “this City” means the City of Olathe, Kansas.

“City Traffic Engineer” means the Chief Traffic Engineer for the City or any member of the City Traffic Department designated by the Chief Traffic Engineer to act in his or her place.

“Commercial motor vehicle” means a motor vehicle designed or used to transport passengers or property, if:

- (1) The vehicle has a gross vehicle weight rating of twenty-six thousand one (26,001) or more pounds or such lesser rating, as determined by rules and regulations adopted by the Secretary, but shall not be more restrictive than the federal regulation;
- (2) The vehicle is designed to transport sixteen (16) or more passengers, including the driver; or
- (3) The vehicle is transporting hazardous materials and is required to be placarded in accordance with 49 C.F.R. 172, subpart F, effective January 1, 1991.

“Compression release engine braking system” means a hydraulically operated device that converts a power producing diesel engine into a power-absorbing retarding mechanism.

“Controlled-access highway” means every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

“Conventional human driver” means a natural person who manually controls the in-vehicle accelerating, braking, steering and transmission gear selection input devices in order to operate a motor vehicle.

“Crosswalk” means:

(1) That part of a roadway at an intersection included within the connections of the lateral lines of sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; or

(2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

“Day care program” means those programs which provide day service for development in self-help, social, recreational and work skills for people with intellectual and other disabilities, giving priority to providing services for young people with severe intellectual and other disabilities.

“Day care program bus” means every bus used primarily to carry out functions of a day care program or used by a child care facility licensed by the Kansas Department of Health and Environment which provides transportation for children six (6) through eighteen (18) years of age.

“Digital network” means any online-enabled application, software, website or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

“Director” means the Director of Vehicles.

“Divided highway” means a highway divided into two (2) or more roadways by leaving an intervening space or by a physical barrier or by a clearly indicated dividing section so constructed as to impede vehicular traffic.

“Division” means the Division of Vehicles of the Department of Revenue.

“Drag race” means the operation of two (2) or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out distance each other, or the operation of one (1) or more vehicles over a common selected course, from the same point to the same point, for the purpose of comparing the relative speeds or power of acceleration of such vehicle or vehicles within a certain distance or time limit.

“Drawbar” means a bar across the rear of a motor vehicle, or a device securely attached to the motor vehicle, which maintains a fixed position and to which a tow bar may be coupled.

“Driveaway-towaway operations” means any operation in which any motor vehicle, trailer or semi-trailer, singly or in combination, new or used, constitutes the commodity being transported, when one (1) set or more of wheels of any such vehicle are on the roadway during the course of transportation, whether or not any such vehicle furnishes the motive power.

“Driver” means every person who drives or is in actual physical control of a vehicle.

“Driverless-capable vehicle” means an ADS-equipped vehicle capable of performing the entire dynamic driving task within the automated driving system’s operational design domain, if any, including, but not limited to, achievement of a minimal risk condition without intervention of supervision by a conventional human driver.

“Driver’s license” means any license to operate a motor vehicle issued under the laws of this State, or any other state.

“Dynamic driving task” means all real-time operational and tactical functions required to operate a motor vehicle on a highway in traffic within an automated driving system’s specific operational design domain, if any.

“Dynamic driving task” does not include any strategic function such as trip scheduling or the selection of destinations and waypoints.

“Electric-assisted bicycle” means a bicycle with two (2) or three (3) 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 seven hundred fifty (750) watts, be incapable of propelling the device at a speed of more than twenty (20) miles per hour on level ground, and be incapable of further increasing the speed of the device when human power alone is used to propel the device beyond twenty (20) miles per hour.

"Electric-assisted scooter" means every self-propelled vehicle, other than an electric-assisted bicycle, that has at least two (2) wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding.

"Electric personal assistive mobility device" means a self-balancing two (2) nontandem wheeled device, designed to transport only one (1) person, with an electric propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour or less.

"Electric vehicle" means a vehicle that is powered by an electric motor drawing current from rechargeable storage batteries or other portable electric energy storage devices, provided the recharge energy must be drawn from a source off the vehicle, such as, but not limited to:

- (1) Residential electric service;
- (2) An electric vehicle charging station, also called an EV charging station, an electric recharging point, a charging point, electric vehicle supply equipment (EVSE) or a public charging station.

"Essential parts" means all integral and body parts of a vehicle of a type required to be registered hereunder, the removal, alteration or substitution of which would tend to conceal the identity of the vehicle or substantially alter its appearance, model, type or mode of operation.

"Exhibition of speed or acceleration" means those acts which cause or create unnecessary rapid acceleration, unnecessary tire squeal, skid, smoke, or slide upon acceleration or stopping including the casting of tread, gravel, dirt or other road surface materials from the tires; acts that

simulate a temporary race; acts that cause the vehicle to unnecessarily turn abruptly, sway or lose traction with the road surface.

“Explosives” means any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion, and which contains any oxidizing and combustive units or other ingredients in such proportions, quantities, or packing that an ignition by fire, by friction, by concussion, by percussion, or by detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life or limb.

“Farm tractor” means every motor vehicle designed and used as a farm implement power unit operated with or without other attached farm implements, such as drawing plows, mowing machines and other implements of husbandry, in any manner consistent with the structural design of such power unit.

“Flammable liquid” means any liquid which has a flashpoint of seventy (70) degrees Fahrenheit or less, as determined by a Tagliabue or equivalent closed cup test device.

“Funeral escort” means a person or entity that provides escort services for funeral processions, including law enforcement personnel and agencies and groups designated to escort military funeral processions.

“Funeral lead vehicle” means any authorized law enforcement or non-law enforcement vehicle properly equipped pursuant to Section 10.01.163 or a funeral escort vehicle being used to lead and facilitate the movement of a funeral procession. A funeral hearse may serve as a funeral lead vehicle.

“Funeral procession” means two (2) or more vehicles accompanying the body of a deceased person, or traveling to the cemetery, church, chapel, or other location where the funeral service is to be held, in the daylight hours, including a funeral lead vehicle or a funeral escort.

“Golf cart” means a motor vehicle that does not have fewer than three (3) wheels in contact with the ground, an unladen weight of not more than one

thousand eight hundred (1,800) pounds, is designed to be and is operated at not more than twenty-five (25) miles per hour and is designed to carry not more than four (4) persons including the driver.

“Governing Body” means the Mayor and Council of this City.

“Gross weight” means the weight of a vehicle without load plus the weight of any load thereon.

Highway. See “street” or “highway.”

“House trailer” means:

(1) A trailer or semi-trailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place, either permanently or temporarily, and is equipped for use as a conveyance on streets and highways; or

(2) A trailer or a semi-trailer whose chassis and exterior shell are designed and constructed for use as a house trailer, as defined in subsection (1) of this definition, but which is used instead permanently or temporarily for the advertising, sales, display or promotion of merchandise or services, or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.

(3) “House trailer” does not include a manufactured home or a mobile home, as such terms are defined in K.S.A. 58-4202.

“Identifying numbers” means the numbers, and letters, if any, on a vehicle designated by the Division for the purpose of identifying the vehicle.

“Ignition interlock device” means a device which uses a breath analysis mechanism to prevent a person from operating a motor vehicle if such person has consumed an alcoholic beverage.

“Implement of husbandry” means every vehicle designed or adapted and used exclusively for agricultural operations, including feedlots and only

incidentally moved or operated upon the highways. "Implement of husbandry" includes, but is not limited to, a farm tractor; a self-propelled farm implement; a fertilizer spreader, nurse tank or truck permanently mounted with a spreader used exclusively for dispensing or spreading water, dust or liquid fertilizers or agricultural chemicals, as defined in K.S.A. 2-2202, and amendments thereto, regardless of ownership; a truck mounted with a fertilizer spreader used or manufactured principally to spread animal dung; a mixer-feed truck owned and used by a feedlot, as defined by K.S.A. 47-1501, and amendments thereto, and specially designed and used exclusively for dispensing feed to livestock in such feedlot.

"Intersection" means:

(1) The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict; or

(2) Where a highway includes two (2) roadways thirty feet (30') or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty feet (30') or more apart, then every crossing of two (2) roadways of such highway shall be regarded as a separate intersection. The junction of an alley with a street or highway shall not constitute an intersection.

"Interstate system" means the national system of interstate and defense highways.

"Intoxicating liquor" means any alcoholic liquor, beer, cereal malt beverage, nonalcoholic malt beverage, spirit or wine.

"Laned roadway" means a roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

“License” or “license to operate a motor vehicle” means any driver’s license or any other license or permit to operate a motor vehicle issued under, or granted by, the laws of this State, including:

- (1) Any temporary license or instruction permit;
- (2) The privilege of any person to drive a motor vehicle whether or not such person holds a valid license; and
- (3) Any nonresident’s operating privilege.

“Light transmission” means the ratio of the amount of total light to pass through a product or material including any safety glazing material to the amount of the total light falling on the product or material and the glazing.

“Litter” is as defined in Section 10.01.105.

“Low-pressure tire” means any pneumatic tire six inches (6") or more in width, designed for use on wheels with rim diameter of twelve inches (12") or less, and utilizing an operating pressure of ten (10) pounds per square inch or less as recommended by the vehicle manufacturer.

“Low-speed vehicle” means any four (4) wheeled electric vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour and is manufactured in compliance with the National Highway and Traffic Safety Administration standards for low-speed vehicles in 49 C.F.R. 571.500.

“Luminous reflectants” means the ratio of the amount of total light that is reflected outward by the product or material to the amount of the total light falling on the product or material.

“Mail” means to deposit in the United States mail properly addressed and with postage prepaid.

“Manufacturer” means every person engaged in the business of manufacturing motor vehicles, trailers or semi-trailers.

“Metal tire” means every tire the surface of which, in contact with the highway, is wholly or partly of metal or other hard, nonresilient material.

“Micro utility truck” means any motor vehicle which is not less than forty-eight inches (48") in width, has an overall length, including the bumper, of not more than one hundred sixty inches (160"), has an unladen weight, including fuel and fluids, of more than one thousand five hundred (1,500) pounds, can exceed forty (40) miles per hour as originally manufactured and is manufactured with a metal cab. “Micro utility truck” does not include a work-site utility vehicle or recreational off-highway vehicle.

“Minimal risk condition” means a reasonably safe state to which an automated driving system brings an ADS-equipped vehicle upon experiencing a performance-relevant failure of the system that renders the system unable to perform the entire dynamic driving task, including, but not limited to, removing the vehicle to the nearest shoulder if the vehicle is capable of doing so, bringing the vehicle to a complete stop and activating the vehicle’s emergency signal lamps.

“Motor-driven cycle” means every motorcycle, including every motor scooter, with a motor which produces not to exceed five (5) brake horsepower, and every bicycle with motor attached except a motorized bicycle, a low power cycle or an electric-assisted bicycle.

“Motor home” means every motor vehicle designed to provide temporary living quarters for recreational, camping or travel use.

“Motor vehicle” means every vehicle, other than a motorized bicycle, electric-assisted bicycle or a motorized wheelchair, which is self-propelled.

“Motorcycle” means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground including, but not limited to, vehicles commonly known as autocycles, pocket bikes, miniature motorcycles, miniature choppers and similar motorized vehicles, but excluding an electric-assisted bicycle or a tractor.

“Motorized bicycle” means every device, other than an electric-assisted bicycle, having two (2) tandem wheels or three (3) wheels, that may be

propelled by either human power or helper motor, or by both, and has: (1) a motor that produces not more than three and one-half (3.5) brake horsepower; (2) a cylinder capacity of not more than one hundred thirty (130) cubic centimeters; (3) an automatic transmission; and (4) the capability of a maximum design speed of no more than thirty (30) miles per hour.

“Motorized scooter” means any tandem-wheeled device, other than an electric-assisted scooter, powered by a gas or electric motor that has a skateboard-type deck and handlebars, and either is designed to be stood upon by the operator, or has a seat mounted on the deck designed to be sat upon by the operator. Motorized scooters shall be considered skateboards for purposes of Section 10.01.136.

“Motorized skateboard” means a self-propelled device without handlebars which has a motor or engine, a deck on which a person may ride and at least one (1) wheel in contact with the ground, and includes, but is not limited to, devices commonly known as electric one (1) wheel boards, hoverboards, self-balancing skateboards, and similar devices. Motorized skateboards shall be considered skateboards for purposes of Section 10.01.136.

“Motorized wheelchair” means any self-propelled vehicle, designed specifically for use by a physically disabled person, that is incapable of a speed in excess of fifteen (15) miles per hour.

“Narrow width lane” means a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

“Nonhighway tire” means any pneumatic tire six inches (6") or more in width, designed for use on wheels with rim diameter of fourteen inches (14") or less.

“Nonhighway vehicle” means:

- (1) Any motor vehicle that cannot be registered because it is not manufactured for the purpose of using the same on the highways of this State and is not provided with the equipment required by State

statute for vehicles of such type that are used on the highways of this State;

(2) Any motor vehicle, other than a salvage vehicle, for which the owner has not provided motor vehicle liability insurance coverage or an approved self insurance plan under K.S.A. 40-3104, and amendments thereto, and has not applied for or obtained registration of such motor vehicle in accordance with Article 1 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto;

(3) Any all-terrain vehicle;

(4) Any work-site utility vehicle;

(5) Any micro utility truck;

(6) Any recreational off-highway vehicle; or

(7) Any travel trailer that cannot be registered because it is not manufactured for the purpose of using the travel trailer on the highways of this State and is not provided with the equipment by State statute for travel trailers that are used on the highways of this State.

“Nonhighway vehicle” shall not include an implement of husbandry, as defined in K.S.A. 8-126, and amendments thereto.

“Nonreflective” means a product or material designed to absorb light rather than to reflect it.

“Nonresident” means every person who is not a resident of this State.

“Nonresident’s operating privilege” means the privilege conferred upon a nonresident by the laws of this State pertaining to the operation by such person of a motor vehicle, or the use of a vehicle owned by such person, in this State.

“Official time standard” means whenever certain hours are specified they shall mean standard time or daylight-saving time as may be in current use in this City.

“Official traffic-control devices” means all signs, signals, markings, and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic.

“Official traffic-control signal” means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

“Operational design domain” means a set of operating conditions under which a given automated driving system feature is specifically designed to function. “Operational design domain” includes, but is not limited to, environmental, geographical and time-of-day restrictions or the requisite presence or absence of certain traffic or roadway characteristics.

“Ordinance traffic infraction” means a violation of any section of this chapter that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, as amended.

“Other competent evidence” includes:

- (1) Alcohol concentration tests obtained from samples taken three (3) hours or more after the operation or attempted operation of a vehicle; and/or
- (2) Readings obtained from a partial alcohol concentration test on a breath testing instrument.

“Owner” means a person who holds the legal title of a vehicle, or in the event a vehicle is the subject of an agreement or the conditional sale thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or in the event a vehicle is subject to a lease of thirty (30) days or more with an immediate right of possession vested in

the lessee, or in the event a party having a security interest in a vehicle is entitled to possession, then such conditional vendee or lessee or secured party shall be deemed the owner for the purpose of this chapter.

“Park” or “parking” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

“Passenger car” means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

“Passenger vehicle” means every motor vehicle, as herein defined, which is designed primarily to carry ten (10) or fewer passengers, and which is not used as a truck.

“Pedestrian” means any person afoot or any person in a wheelchair, either manually or mechanically propelled, or other low powered, mechanically propelled vehicle designed specifically for use by a physically disabled person, or any person using an electric personal assistive mobility device.

“Person” means every natural person, firm, association, partnership or corporation.

“Person with a disability” means any individual who:

- (1) Has a severe visual impairment;
- (2) Cannot walk one hundred feet (100') without stopping to rest;
- (3) Cannot walk without the use of or assistance from a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
- (4) Is restricted by lung disease to such an extent that the person's forced (respiratory) expiratory volume for one (1) second, when measured by spirometry, is less than one (1) liter or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;

(5) Uses portable oxygen;

(6) Has a cardiac condition to the extent that the person's functional limitations are classified in severity as Class III or Class IV according to standards set by the American Heart Association; or

(7) Is severely limited in such person's ability to walk at least one hundred feet (100') due to an arthritic, neurological or orthopedic condition.

"Pneumatic tire" means every tire in which compressed air is designed to support the load.

"Pole trailer" means any vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregular shaped loads such as poles, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

"Police officer" means every law enforcement officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

"Private road or driveway means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

"Racing" means the use of one (1) or more vehicles in an attempt to out-gain, out-distance or prevent another vehicle from passing, to arrive at a given destination ahead of another vehicle or vehicles, or to test the physical stamina or endurance of drivers over long distance driving routes.

"Railroad" means a carrier of persons or property upon cars operated upon stationary rails.

"Railroad sign or signal" means any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

“Railroad train” means a steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails.

“Recreational off-highway vehicle” means any motor vehicle greater than fifty inches (50") but not greater than seventy-five inches (75") in width, having a dry weight greater than one thousand five hundred (1,500) pounds but not greater than three thousand five hundred (3,500) pounds, traveling on four (4) or more nonhighway tires, having a nonstraddle seat and steering wheel for steering control.

“Recreational vehicle” means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use and which has its own motive power or is mounted on or drawn by another vehicle, and which has a body width not exceeding eight feet (8') and a body length not exceeding forty feet (40'); but such term shall not include a unit which has no electrical system which operates above twelve (12) volts and has no provisions for plumbing, heating, and any other component or feature for which a standard is adopted by the State uniform standards code for mobile homes and recreational vehicles.

“Registration” means the registration certificate or certificates and registration plates issued under the laws of this State pertaining to the registration of vehicles.

“Residence district” means the territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of three hundred feet (300') or more is improved in the main with residences or residences and buildings in use for business.

“Revocation of driver’s license” means the termination by formal action of the Division of a person’s license or privilege to operate a motor vehicle on the highways, which termination shall not be subject to renewal or restoration except that an application for a new license may be presented and acted upon by the Division after the expiration of the applicable period of time prescribed by State law.

“Right-of-way” means the right of one (1) vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian

approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

“Road construction zone” means that portion of the highway which is identified by posted or moving signs as being a construction or maintenance work area. The zone starts at the first sign identifying the zone and continues until a posted or moving sign indicates the road construction zone has ended.

“Roadway” means that portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two (2) or more separate roadways, the term “roadway” as used herein shall refer to any such roadway separately but not to all such roadways collectively.

“Safety hitch” means a chain, cable, or other material of sufficient weight which will prevent the towed vehicle from breaking loose in the event the tow bar or drawbar fails or becomes disconnected.

“Safety zone” means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

“Samples” includes breath supplied directly for testing, which breath is not preserved.

“School bus” means every motor vehicle defined and designated as a school bus in K.S.A. 72-8301(g)(1) as amended.

“School crossing guard” means a person eighteen (18) years of age and older acting with or without compensation and who is authorized under K.S.A. 8-15104 and amendments thereto, to supervise, direct, monitor, or otherwise assist school children at a street or intersection in the vicinity of a school crosswalk or bus stop.

“Secretary” means the Secretary of the Kansas Department of Transportation.

“Semi-trailer” means every vehicle, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its own weight and that of its own load rests upon or is carried by another vehicle.

“Sidewalk” means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

“Solid rubber tire” means every tire of rubber or other resilient material which does not depend upon compressed air for the support of the load.

“Special mobile equipment” means every vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including but not limited to: ditch digging apparatus, well boring apparatus and road construction and maintenance machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth moving carryalls and scrapers, power shovels and drag lines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached.

“Specially constructed vehicle” means every vehicle of a type required to be registered in this State, not originally constructed under a distinctive name, make, model or type by a generally recognized manufacturer of vehicles and not materially altered from its original construction.

“Stand” or “standing” means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

“State” means the State of Kansas.

“Stop,” when required, means complete cessation from movement.

“Stop” or “stopping,” when prohibited, means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

“Street or highway” or “street” or “highway” means the entire width between the boundary lines (including, but not limited to, the roadway, sidewalk, and any unpaved area) of every way when any part thereof is open to the public for purposes of vehicular travel~~;~~. Where the word “street” or the word “highway” is used in this ordinance, it includes such ways regardless of name or public or private ownership, including, but not limited to, any ~~street,~~ avenue, boulevard, thoroughfare, traffic way, alley, public or private parking lot, ~~roadway road,~~ or private roadway road, ~~or other~~ privately-owned property throughout the City open to the public for purposes of vehicular travel, ~~and any other public way for vehicular travel by whatever name~~ unless the context clearly indicates otherwise.

“Sun screening devices” means a film material or device that is designed to be used in conjunction with motor vehicle safety glazing materials for reducing the effects of the sun.

“Suspension of a driver’s license” means the temporary withdrawal by formal action of the Division of a person’s license or privilege to operate a motor vehicle on the highways.

“Through highway” means every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such highway in obedience to either a stop sign, yield sign or other traffic-control device, when such signs or devices are erected as provided in this chapter.

“Tow bar” means a rigid piece of material which is structurally adequate to hold any weight vehicle towed and which is properly and securely mounted to the towed vehicle without excessive slack but with sufficient play to allow for universal action of the connection and which is equipped with a suitable locking device to prevent accidental separation of the towing vehicle and the towed vehicle.

“Toxic vapors” means the following substances or products containing such substances:

- (1) Alcohols, including methyl, isopropyl, propyl, or butyl;
- (2) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosive acetate;
- (3) Acetone;
- (4) Benzene;
- (5) Carbon tetrachloride;
- (6) Cyclohexane;
- (7) Freons, including freon 11, freon 12 and other halogenated hydrocarbons;
- (8) Hexane;
- (9) Methyl ethyl ketone;
- (10) Methyl isobutyl ketone;
- (11) Naphtha;
- (12) Perchlorethylene;
- (13) Toluene;
- (14) Trichloroethane; or
- (15) Xylene.

“Traffic” means pedestrians, ridden or herded animals, vehicles and other conveyances either singly or together while using any highway for purposes of travel.

“Traffic-control signal” means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

“Traffic-control signal preemption device” means any device, instrument, or mechanism designed, intended, or used to interfere with the operation or cycle of a traffic-control signal.

“Traffic infraction” means a violation of any of the statutory provisions listed in K.S.A. 8-2118(c) as amended.

“Trailer” means every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no part of its weight rests upon the towing vehicle.

“Transportation network company” means a corporation, partnership, sole proprietorship or other entity operating in Kansas that uses a digital network to connect transportation network company riders to transportation network drivers who provide prearranged rides.

“Transportation network company driver” means an individual who:

- (1) Receives connections to potential passengers and related services from a transportation network company; and
- (2) Uses a personal vehicle to provide services for riders matched through a digital network controlled by a transportation network company and receives, in exchange for providing the passenger a ride, compensation that exceeds the individual’s cost to provide the ride.

“Truck” means a motor vehicle which is used for the transportation or delivery of freight and merchandise or more than ten (10) passengers.

“Truck-camper” means any structure designed, used or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space.

“Truck tractor” means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle or load so drawn.

“Urban district” means the territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses, situated at intervals of less than one hundred feet (100') for a distance of a quarter of a mile or more.

“Vehicle” means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.

“Waste collection vehicle” means a vehicle specifically designed and equipped and used exclusively for garbage, refuse, recycling or solid waste collection or disposal operations.

“Wide-base single tires” means all tires having a section width, as specified by the manufacturer, of fourteen inches (14") or more.

“Wireless communication device” means any wireless electronic communication device that provides for voice or data communication between two (2) or more parties, including, but not limited to, a mobile or cellular telephone, a text messaging device, a personal digital assistant that sends or receives messages, an audio-video player that sends or receives messages or a laptop computer. “Wireless communication device” does not include a device which is voice-operated and which allows the user to send or receive a text based communication without the use of either hand, except to activate or deactivate a feature or function.

“Work-site utility vehicle” means any motor vehicle which is not less than forty-eight inches (48") in width, has an overall length, including the bumper, of not more than one hundred thirty-five inches (135"), has an unladen weight, including fuel and fluids, of more than eight hundred (800)

pounds and is equipped with four (4) or more low-pressure tires, a steering wheel and a bench or bucket-type seating allowing at least two (2) people to sit side-by-side, and which may be equipped with a bed or cargo box for hauling materials. "Work-site utility vehicle" does not include a micro utility truck or recreational off-highway vehicle.

"Work upon a highway" means the construction, repair, or maintenance of:

(1) The roadway itself or any adjacent part of the highway; or

(2) Any public, utility, or telecommunications structure or facility that lies upon, along, above, or under the highway when the performance of the work must be done from within the boundary lines of the highway.

"Wrecker" or "tow truck" means any motor vehicle equipped with booms, winches or similar equipment specifically designed for recovery or towing of vehicles.

"Write, send or read a written communication" means using a wireless communication device to manually type, send or read a written communication, including, but not limited to, a text message, instant message or electronic mail."

SECTION TWO: Section 10.01.023 of the Olathe Municipal Code is hereby amended to read as follows:

"10.01.023 Accident Involving Death or Personal Injuries; Duties of Drivers, Reports; Penalties.

(a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to, or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 10.01.025. Every such stop shall be made without obstructing traffic more than is necessary.

(b) ~~A person who violates Subsection~~ Violation of subsection (a) when an accident results in:

(1) Total property damages of less than One Thousand Dollars (\$1,000.00) shall be punished as provided in Section 10.01.201.

(2) ~~A person who violates this Section which results in injury~~ Injury to any person or total property damages ~~in excess~~ of One Thousand Dollars (\$1,000.00) or more shall, ~~upon conviction,~~ be punished by imprisonment for not more than one (1) year or by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500.00), or by both such fine and imprisonment. See: ~~10.01.002 & K.S.A. 8-1602.~~ See: 10.01.002 & K.S.A. 8-254.

(c) The driver shall comply with the provisions of Section 10.01.026.1.”

SECTION THREE: Section 10.01.085 of the Olathe Municipal Code is hereby amended to read as follows:

“10.01.085 Stopping, Standing or Parking Prohibited in Specified Places.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

(a) Stop, stand or park a vehicle:

(1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(2) On a sidewalk;

(3) Within an intersection;

(4) On a crosswalk:

(5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

(6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

(7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(8) On any railroad tracks;

(9) On any controlled-access highway;

(10) In the area between roadways of a divided highway, including crossovers;

(11) At any place where official signs prohibit stopping;

(12) So as to block a sidewalk or access to a sidewalk whether parked on private or public property; or

(13) So as to block access to a streetside mailbox between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday.

(b) Stand or park a vehicle, whether occupied or not except momentarily to pick up or discharge a passenger or passengers:

(1) In front of a public or private driveway;

(2) Within 15 feet of a fire hydrant;

(3) Within 20 feet of a crosswalk at an intersection;

(4) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic-control signal located at the side of a roadway;

(5) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance, when properly sign-posted; or

(6) At any place when official signs prohibit standing.

(c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading property or passengers:

(1) Within 50 feet of the nearest rail of a railroad crossing; ~~or~~

(2) At any place where official signs prohibit parking; or

(3) In a space marked or reserved for access to an electric vehicle charging station other than for the purpose of charging an electric vehicle.

(d) Move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such a distance as is unlawful.

(e) Stand or park a vehicle in areas designated as fire lanes upon public or private property.”

SECTION FOUR: Section 10.01.195 of the Olathe Municipal Code is hereby amended to read as follows:

“10.01.195 Driving in Violation of Restrictions.

(a) No person shall operate a motor vehicle in violation of the restrictions on any driver’s license or permit imposed pursuant to any statute.

(b) Except as provided in subsection (c):

(1) Any person found guilty of violating this section, upon the first conviction, shall be fined not to exceed Two Hundred Fifty Dollars (\$250.00) and the court shall suspend such person’s privilege to

operate a motor vehicle for not less than thirty (30) days and not more than two (2) years.

(2) Any person guilty of violating this section, upon a second or subsequent conviction, shall be fined not to exceed Five Hundred Dollars (\$500.00) and the court shall suspend such person's privilege to operate a motor vehicle for not less the ninety (90) days and not more than two (2) years.

(c) Any person guilty of violating this section, for violating restriction on a driver's license or permit imposed pursuant to K.S.A. 8-237, 8-296, ~~Section 1~~ [8-2,100](#), or ~~Section 2~~ [8-2,101](#), and amendments thereto:

(1) Upon first conviction, the court shall suspend such person's privilege to operate a motor vehicle for thirty (30) days.

(2) Upon a second conviction, the court shall suspend such person's privilege to operate a motor vehicle for ninety (90) days.

(3) Upon a third conviction, the court shall suspend such person's privilege to operate a motor vehicle for one (1) year.

(d) Nothing in this section shall limit the court in imposing penalties, conditions or restrictions authorized by another ordinance arising from the same occurrence in addition to penalties and suspension imposed under this section."

SECTION FIVE: Section 10.01.201 of the Olathe Municipal Code is hereby amended to read as follows:

"10.01.201 Penalties.

(a) It is unlawful for any person to violate any of the provisions of this chapter.

(b) The judge in the municipal court shall in the manner prescribed by K.S.A. 12-4305 and amendments thereto establish scheduled fines for violation of any Section of this chapter classified as a traffic infraction by

K.S.A. 8-2118, and amendments thereto, Section 10.01.181, and Section 10.01.128.1. Such fines shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation.

(c) A person who has been convicted of a traffic infraction shall be sentenced to pay a fine which shall be fixed by the court, not exceeding Five Hundred Dollars (\$500.00), subject to the penalties otherwise provided in the Olathe Traffic Ordinance.

(d) Every person convicted of a violation of any of the provisions of the Olathe Traffic Ordinance shall be punished by ~~a fine described~~ the penalty provided in:

(1) the Olathe Traffic Ordinance for the violation;

(2) OMC 9.18.010 if the violation is designated a public offense, subject to any specific penalty provided for the violation; or

(3) the schedule of fines established by the judge of the municipal court.

If no such ~~fine~~ penalty is established the convicted person shall be punished by a fine not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) or imprisonment in jail for not more than one (1) year, or be both so fined and imprisoned. Each day during or upon which a violation occurs or continues shall constitute a separate offense and shall be punishable as such hereunder.”

SECTION SIX: Existing Sections 10.01.001, 10.01.023, 10.01.085, 10.01.195, and 10.01.201 are hereby repealed.

SECTION SEVEN: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2024.

SIGNED by the Mayor this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

8-1602. Accident involving death or personal injury; duties of drivers, reports; penalties for violations; revocation of license, permit or driving privileges. (a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of K.S.A. [8-1604](#), and amendments thereto.

(b) A person who violates subsection (a) when an accident results in:

(1) Total property damages of less than \$1,000 shall be guilty of a misdemeanor and, upon conviction, shall be punished as provided in K.S.A. [8-2116](#), and amendments thereto.

(2) Injury to any person or total property damages in excess of \$1,000 or more shall be guilty of a class A person misdemeanor.

(3) Great bodily harm to any person shall be guilty of a severity level 8, person felony.

(4) The death of any person shall be guilty of a severity level 6, person felony, except as provided in subsection (a)(5)*.

(5) The death of any person, if the person knew or reasonably should have known that such accident resulted in injury or death, shall be a level 5, person felony.

(c) The director may revoke the license or permit to drive or any nonresident operating privilege of any person so convicted.

(d) The driver shall comply with the provisions of K.S.A. [8-15,107](#), and amendments thereto.

History: L. 1974, ch. 33, § 8-1602; L. 2006, ch. 182, § 1; L. 2011, ch. 80, § 1; July 1.

8-291. Violation of restrictions on driver's license or permit; misdemeanor; penalties. (a) It is a misdemeanor for any person to operate a motor vehicle in violation of the restrictions on any driver's license or permit imposed pursuant to any statute.

(b) Except as provided in subsection (c):

(1) Any person guilty of violating this section, upon the first conviction, shall be fined not to exceed \$250, and the court shall suspend such person's privilege to operate a motor vehicle for not less than 30 days and not more than two years.

(2) Any person guilty of violating this section, upon a second or subsequent conviction, shall be fined not to exceed \$500, and the court shall suspend such person's privilege to operate a motor vehicle for not less than 90 days and not more than two years.

(c) Any person guilty of violating this section, for violating restrictions on a driver's license or permit imposed pursuant to K.S.A. [8-237](#), [8-296](#), K.S.A. [8-2,100](#) or [8-2,101](#), and amendments thereto:

(1) Upon first conviction, the court shall suspend such person's privilege to operate a motor vehicle for 30 days;

(2) upon a second conviction, the court shall suspend such person's privilege to operate a motor vehicle for 90 days; and

(3) upon a third or subsequent conviction, the court shall suspend such person's privilege to operate a motor vehicle for one year.

(d) Nothing in this section shall limit a court in imposing penalties, conditions or restrictions authorized by any other statute arising from the same occurrence in addition to penalties and suspensions imposed under this section.

History: L. 1983, ch. 27, § 1; L. 1994, ch. 353, § 8; L. 2009, ch. 34, § 7; January 1, 2010.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy
STAFF CONTACT: Jamie Robichaud/John Page
SUBJECT: Quarterly Procurement Report

TITLE:
Quarterly Procurement Report

SUMMARY:
Pursuant to the City's Municipal Code Section 3.50.050 City staff provides the City Council a quarterly report on post award purchases between \$25,000 and \$50,000. Economy has compiled the attached information on each of the purchases within this range. The attached report summarizes purchases as required for 2nd quarter 2024.

Staff will attend the Council meeting to answer questions regarding the purchases listed on the report.

FINANCIAL IMPACT:
Reporting pursuant to Municipal Code Section 3.50.050 Purchases Less than \$50,000.

ACTION NEEDED:
Receive report summarizing 2nd quarter procurement between \$25,000 and \$50,000.

ATTACHMENT(S):
A. Quarterly Procurement Report

Division Name	Document Name	Commodity or Service	Supplier	Document Date	Amount	Selection Process
Police	PO-1000227	Organic Irritant Delivery System	United Tactical Systems LLC- PepperBall	5/10/2024	29,871.00	Competition Exception Report
Parks	PO-1000226	Baseball Scoreboard	Athco Acquisition Corp	5/6/2024	33,897.00	Cooperative Agreement
Fleet	PO-1000218	Container Carrier Hoist and Installation	Truck Component Services	4/25/2024	42,695.00	Invitation for Bid
Fleet	PO-1000204	2024 Ford F-150	Shawnee Mission Ford	4/9/2024	48,772.00	Metro Bid Contract
Solid Waste	PO-1000243	Solid Waste Containers	Wastequip Manufacturing Company, LLC	6/20/2024	33,573.00	Price Agreement
Police	PO-1000200	Police Gear	TYR Tactical LLC	4/1/2024	26,752.05	Price Agreement

Date: 03/06/24



COMPETITION EXCEPTION REPORT



Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

SOLE SOURCE



Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Lindsey Jarrett

Total Cost: \$29,871.00

Department Contact: Jeri Graniewski

VENDOR NAME:

PepperBall

COMMODITY/SERVICE DESCRIPTION:

Organic irritant delivery system for critical incidents.

JUSTIFICATION:

PepperBall has been in business for over 20 years and support over 10,000 law enforcement agencies across the country providing non-lethal options for control of high intensity situations. The only other company that provides a non-lethal similar product is Byrna. However, this product is typically used for civilian self-defense options and not law enforcement related situations. PepperBall provides the best non-lethal defense option at a cost-effective rate and has a 90% success rate when deployed.



Handwritten signature of the Department Director.

Department Director

Handwritten signature of the Director of Economy or Designee.

Director of Economy or Designee

Handwritten signature of the City Manager.
Michael Wilkes (May 7, 2024 11:19 CDT)

City Manager

(Required over \$25,000)



Quotation

A Division of United Tactical Systems, LLC
 28101 Ballard Drive, Unit F
 Lake Forest, IL 60045
 260-478-2500

Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 1

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
1	4	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow Two Double Bundles TAC-SA	1,925.00	\$	7,700.00USD
2	6	100-84-0375	PepperBall® 375ct INERT™ RND PepperBall® INERT™ Powder Projectiles - 375 Count Included in Bundles	0.00	\$	0.00USD
3	4	104-81-0375	PepperBall® 375ct LIVE-X™ RND PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 375 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A. ** Included in Bundles	0.00	\$	0.00USD



Quotation

A Division of United Tactical Systems, LLC
 28101 Ballard Drive, Unit F
 Lake Forest, IL 60045
 260-478-2500

Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 2

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
4	2	378-01-0002	PepperBall® SCUBA Air Fill Kit SCUBA tank, air fill adapter, and whip Two Kits included in Bundles	0.00	\$	0.00USD
Four free seats included in any PepperBall class with these bundles						
6	2	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow Two Single Bundles - TAC-SA	1,750.00	\$	3,500.00USD
7	2	100-84-0375	PepperBall® 375ct INERT™ RND PepperBall® INERT™ Powder Projectiles - 375 Count Included in Bundles	0.00	\$	0.00USD



Quotation

A Division of United Tactical Systems, LLC
 28101 Ballard Drive, Unit F
 Lake Forest, IL 60045
 260-478-2500

Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 3

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
--------	---------	-------------	-------------	-------	----	-----------

8	2	104-81-0375	PepperBall® 375ct LIVE-X™ RND PepperBall® LIVE-X™ PAVA (OC) Powder Projectiles - 375 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A.** Included in Bundles	0.00	\$	0.00USD
---	---	-------------	--	------	----	---------

Two free seats included in any PepperBall class with these two bundles

10	2	721-03-0005	PepperBall® TAC-SA PRO™ - Semi Auto - Yellow	1,125.00	\$	2,250.00USD
----	---	-------------	---	----------	----	-------------

11	2	743-03-0002	PepperBall® VKS PRO™ - Yellow Two Single Bundles - VKS - lead time 60 days	1,995.00	\$	3,990.00USD
----	---	-------------	--	----------	----	-------------

12	12	141-07-0050	PepperBall® 50ct INERT™ VXR™ 600 VXR Inert included in Bundles	0.00	\$	0.00USD
----	----	-------------	--	------	----	---------



Quotation

A Division of United Tactical Systems, LLC
 28101 Ballard Drive, Unit F
 Lake Forest, IL 60045
 260-478-2500

Sales Order Number: 0078683
 Sales Order Date: 5/1/2024
 Page: 4

B Olathe Police Department 0005932
 501 E. Highway 56
I Olathe, KS 66061
L USA
L ATTN:

S Olathe Police Department
 Attn: Officer Kris Raniag
H 501 E. Highway 56
I Olathe, KS 66061
P USA

Pmt Terms: Net 30 **Taxable:** N **Purchase Order:** Quote 042624
Salesperson: ODL **Ship Via:** FED EX GROUND
Expire Date: 6/1/2024 **FOB:**

Line #	Ordered	Part Number	Description	Price	UM	Ext Price
13	6	142-81-0050	PepperBall® VXR™ LIVE-X™ PAVA (OC) Powder Projectiles - 50 Count **U.S. Department of Commerce Controlled Commodity - Approved Export License Required for End Use Outside of the U.S.A. ** 300 VXR Live X included in Bundles	0.00	\$	0.00USD
Two free seats included in any PepperBall class with these bundles						
15	3	743-03-0002	PepperBall® VKS PRO™ - Yellow VKS Launchers - lead time 60 days	1,381.00	\$	4,143.00USD
16	3	100-01-0579	PepperBall® INERT™ Powder Projectiles - 3000 Ct.	2,003.00	\$	6,009.00USD
17	2	105-92-0090	PepperBall® 90ct Live Maxx RND PepperBall® Live Maxx™ Powder Projectiles - 90 Count	648.00	\$	1,296.00USD



Olathe Police Department

501 East 56 Highway • Olathe, Kansas 66061

Michael S Butaud
Chief of Police

To: Chief Butaud

From: The Purchasing Department

The Olathe Police Department is granted permission by the Chief of Police, Mike Butaud, to utilize DEA seizure funds in the amount of \$29,871 (to PepperBall) and \$3,688.49 (to GT Distributors) to purchase 13 PepperBall non-lethal defense systems for critical incidents, non-lethal projectiles, 13 Red dots and 13 Tactical lights to use on the non-lethal rifles.



Chief Mike Butaud

5/10/2024
Date

"Serving, protecting and working with our community in a professional manner to prevent, reduce and solve crime"

Quote



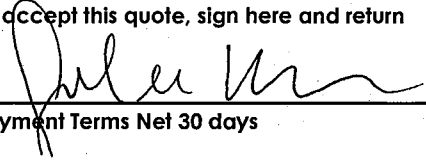
ATHCO Acquisition Corp.
 13500 W. 108th St.
 Lenexa, KS 66215
 P: 800-255-1102 F: 913-469-8134
 athco@athcollc.com

Date: 4/18/2024
 All prices subject to acceptance within 30 days

Prepared by: **Matt Cline**

To accept this quote, sign here and return

TO: Josh Frandsen
 Sports Field Supervisor
 City of Olathe


 Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
Fair-Play BA-7100-2 LED Baseball Scoreboard, Wireless Receiver, and MP-80 Control and Case. NET PRICING PER GREENBUSH CONTRACT #20.6 ESC-PLAYGROUND-REC2021.	4	\$ 4,716.75	\$ 18,867.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

SUBTOTAL	\$ 18,867.00
INSTALLATION OPTION	\$ 13,500.00
FREIGHT	\$ 1,530.00
SALES TAX - N/A	\$ -
Quote Total	\$ 33,897.00

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Install scope of work includes removal of (4) existing BA-7100 scoreboards, returning to Owner, mounting (4) new BA-7100-2 LED scoreboards, and connecting to existing electrical. Electrical modifications, if required, are not included. Assumes good access with bucket truck to each scoreboard location. Additional costs are possible without good access.

- Owner responsible for relocating any utilities at footing locations
- Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.
- Current "Tax Exemption Certificate" required when placing orders for materials only
- Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order
- All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

Description

The Southeast Kansas Education Service Center (Greenbush or SEKESC), on behalf of its eligible entities, invites qualified and experienced contractors to submit a proposal to provide the required supplies, materials, equipment, and labor to all eligible entities in one or more of the following categories: playground and recreational equipment, play and waterpark structures, surfacing materials, site furnishings, shelter structures, fitness equipment, locker room equipment and furnishings, and early childhood aids for teaching perception and motor skills.

If awarded a contract, the contract holder will be required to provide proposed pricing to any school district and/or other eligible entity in the state of Kansas and regional states in which they are qualified and have capacity to serve. Specifications contained herein.

Note that you are required to respond to this Request for Proposal (RFP) solicitation via Public Purchase. No hardcopy responses will be accepted. All required response documents are to be completed online or downloaded, completed and uploaded before the stated due date and time.

Responses must be submitted on or prior to the exact time and date set for bid response opening. The SEKESC will reject any bid response outright if the Vendor fails to deliver the bid response by the due date and time. Bid responses received late will not be reviewed and will be deemed non-responsive. Any hard copy bid responses that are submitted will be unopened and without review and returned at the submitting vendor's request and expense. Anyone who downloads the RFP documents and fails to submit a bid that is inclusive of all required documents shall be deemed as a No-Bid Response. SEKESC shall not be responsible for the malfunction of any or all submitted electronic components.

This is a negotiated procurement utilizing the request for proposal (RFP) method and, as such, price is not the only determining factor when making a final determination. Any award(s) will be contingent upon the submission of a responsive proposal that provides best value in achieving the values and goals of the SEKESC eligible entities and satisfying the requirements of the RFP.

Questions posted to this site prior to the time and date shown on the Timeline in the RFP will be responded to by SEKESC. For questions posted after this time, an answer cannot be assured. For all questions posted before the deadline, the SEKESC will provide and post responses on this website.

All questions from Offerors must be submitted online through Public Purchase. The SEKESC will not accept questions in any other format. All questions received will be available via Public Purchase. All Offerors will be automatically notified through email when the SEKESC responds to a question asked by an Offeror.

Offerors shall take responsibility to review and be familiar with all questions and responses posted on this website up through 2 business days prior to the bid opening and to make any necessary adjustments in the bid response accordingly.

Response Requirements

Note that you are required to respond to this Request for Proposal (RFP) via Public Purchase. No hardcopy responses will be accepted. All required response documents are to be completed online or downloaded, completed and uploaded before the stated due date and time. SEKESC shall not be responsible for the malfunction of any or all submitted electronic components.

1. Preparation of the Bid Response

- a. All RFP signature forms and pricing worksheets shall be on the forms provided by the SEKESC. Vendor may provide minimum information requested in the specification and information that adds value to the proposal beyond the minimum requested information, on its own documents/files.
- b. RFP Bid Forms requiring signatures shall be signed by the person authorized to sign the response.
- c. In case of an error in extension of prices in the proposal, unit prices shall govern.
- d. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- e. It is the responsibility of all Vendors to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a response.
- f. The Vendor's ability to follow the response preparation instructions set forth in this solicitation will also be considered to be an indicator of the Offeror's ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the SEKESC and a Vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Offerors will submit all documents, in their required formats, online via Public Purchase by the due date and time of the RFP.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned the RFP.



INVITATION FOR BID

Container Carrier Hoist and Installation

Date of Issuance: **February 23, 2024**

Bid Number: **IFB-24-0044**

Response Deadline Date: **March 12, 2024**

Time: **11:00 A.M. (CST)**

Questions regarding this invitation should be directed to <http://app.negometrix.com/>
The deadline for receipt of questions from bidders is close of business on March 5, 2024

There will not be a public opening for this bid.

Supplier is submitting a firm bid which is not revocable for ninety (90) days.

Supplier is not submitting because _____

Bidder's Name: Eric Kelderman

Phone No.: 816-661-3286

Company Name: Truck Component Services

Fax No.: NA

Address: 403 E. Evergreen Rd.

Email: ekelderman@tlgtrucks.com

City, State, Zip: Strafford, MO 65757

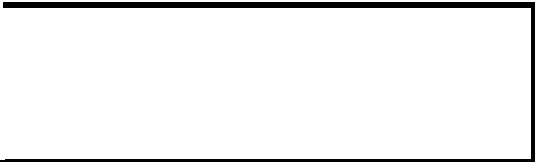
City of Olathe, KS

Bid Tabulation

IFB-24-0044 - Container Carrier Hoist

March 12, 2024 - 11:00 AM

		Elliott Equipment Company	
Description	Quantity	Price	Total
Container Carrier Hoist and Installation	1	\$44,880.00	\$44,880.00



Truck Component Services	
Price	Total
\$42,695.00	\$42,695.00

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

March 15, 2024

Josh Wood
City of Olathe

Ford has implemented allocation by FIN Code

MACPP Pricing

2024 Ford F150 PI Crew Cab 4x4 5.5 Bed (W1P 145)

Exterior: Vermillion Red (E4)

Interior: Cloth Front 40 blank 40 / Vinyl Rear (PB)

Base Price:	\$46,228
Options:	
• Chrome Bumpers (17C)	\$164
• Cab Steps (18B)	\$232
• Badge Delete (41A)	\$NC
• Heated Mirrors (54R 59S)	\$500
• Fog Lamps (595)	\$132
• 18" Aluminum Wheels (64H)	\$442
• Remote Keyless Entry (67P)	\$319
• Trailer Brake Controller (67T)	\$255
• Privacy Glass (924)	\$included in base price
Total	\$48,272
Additional Options to consider:	
• Spray in bed liner	\$595
• Remote Start	\$499
• All Weather Floor Mats	\$250
• Factory All weather mats (47R)	\$182 (requires carpet flooring or Int Upgrade)
• Carpet Flooring (168)	\$137
• Interior Upgrade Package (19A XB)	\$555
Floor Console with column shifter	
Cloth Seats Front / Rear	
Floor Carpet	
	48,272 plus remote start- 48,771

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sale





15629 Clayton Ave, Rosemount, MN, 55068

PHONE: 800-624-4764 FAX: 651-437-2272

WQ-10312744

Sell To:

Contact Name	Shari Pine	Ship To Name	City of Olathe KS
Bill To Name	City of Olathe KS	Ship To	1415 S Robinson
Bill To	1415 S Robinson		Olathe, KS 66051
	Olathe, KS 66051		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	spine@olatheks.org		
Phone	(913) 971-9005		

Quote Information

Salesperson	Phillip Chiles	Expiration Date	6/16/2024
Salesperson Email	pchiles@wastequip.com	Quote Number	WQ-10312744
Salesperson Phone	(319) 371-4761		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - MN - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	14.00	\$898.00	\$12,572.00
Container - MN - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	16.00	\$1,061.00	\$16,976.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$29,548.00
Shipping Terms	FOB Origin	Shipping	\$4,025.00
		Tax	\$0.00
		Grand Total	\$33,573.00

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures



15629 Clayton Ave, Rosemount, MN, 55068

PHONE: 800-624-4764 FAX: 651-437-2272

WQ-10312744

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



TYR Tactical, LLC
 9330 N. 91st Ave
 Peoria AZ 85345

Bill To: City of Olathe
 501 E Old 56 Highway
 Police Headquarters
 Olathe KS 66061

Ship To: City of Olathe
 1200 S Harrison St
 Municipal Court
 Olathe KS 66061

United States of America

United States of America

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
672523000F	CITY OF OLATHE	GHEATH	GROUND FREIGHT	Net 30	7/19/2024	30,592
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
5		0	TYR-M-EPIC-FED-TXP3A-MD-BLK	TYR Tactical® Male EPIC Federal Outer Carrier, TXP3A, Medium, Black	\$ 1,271.56	\$ 6,357.8000
3		0	TYR-M-EPIC-FED-TXP3A-LG-BLK	TYR Tactical® Male EPIC Federal Outer Carrier, TXP3A, Large, Black; Includ	\$ 1,271.56	\$ 3,814.6800
1		0	PLACE HOLDER	TYR-M-EPIC-FED-TXP3A-XL-BLK	\$ 1,271.56	\$ 1,271.5600
10		10	TYR-XHA3/7-MD	TYR Tactical® LV III+ and Special Threat ICW LV II+, Medium	\$ 325.00	\$ 3,250.0000
6		6	TYR-XHA3/7-LG	TYR Tactical® LV III+ and Special Threat ICW LV II+, Large	\$ 325.00	\$ 1,950.0000
2		2	TYR-XHA3/7-XL	TYR Tactical® LV III+ and Special Threat ICW LV II+, XLarge	\$ 325.00	\$ 650.0000
9		9	TYR-LW109MV-TXP3A-BLK	TYR Tactical® MV Ballistic Lower Abdomen Platform, TXP3A, Black	\$ 161.46	\$ 1,453.1400
5		5	TYR-DBB002-LG-BLK	TYR Tactical® Base Belt-D with 2" Cobra Buckle, Large, Black	\$ 96.01	\$ 480.0500
4		4	TYR-DBB002-XL-BLK	TYR Tactical® Base Belt-D with 2" Cobra Buckle, XLarge, Black	\$ 96.01	\$ 384.0400
6		6	TYR-LP-BKBLB-TXP3A-LG-BLK	TYR Tactical® Low Profile Gunfighter® Belt, TXP3A, Large, Black, US Pat#8,3	\$ 424.96	\$ 2,549.7600
3		3	TYR-LP-BKBLB-TXP3A-XL-BLK	TYR Tactical® Low Profile Gunfighter® Belt, TXP3A, X Large, Black, US Pat#8	\$ 424.96	\$ 1,274.8800
9		9	TYR-CIDP-2.2X4-POLICE-BK/WHT	TYR Tactical® Custom ID Placard 2.2" X 4" POLICE, Black w/White Font, "POLI	\$ 12.71	\$ 114.3900
9		0	TYR-CIDP-2.5X8.75-POLICE-BLK/W	TYR Tactical® Custom ID Placard 2.5" X 8.75", POLICE, Black w/White Font,	\$ 13.56	\$ 122.0400
9		6	TYR-OD730-BLK	TYR Tactical® Ordnance/ Breaching Pouch - Horizontal Gas Mask, Black	\$ 47.56	\$ 428.0400
9		7	TYR-CM025-BLK	TYR Tactical® Motorola® Radio Pouch, Black	\$ 31.41	\$ 282.6900



Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
672523000OF		CITY OF OLATHE		GHEATH	GROUND FREIGHT	Net 30	7/19/2024	30,592
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price	
9		9	TYR-MD001-BLK-SM	TYR Tactical® Medical Pouch - Small Cutaway IFAK, Black		\$ 33.96	\$ 305.6400	
18		18	TYR-CLPA004-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag® Pistol Pouch, Black		\$ 42.46	\$ 764.2800	
18		18	TYR-CLPA003-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag® Rifle Pouch (M4/762), B		\$ 50.96	\$ 917.2800	
9		0	TYR-OD021-BLK	TYR Tactical® Single Handcuff Pouch, Black		\$ 21.21	\$ 190.8900	
9		8	TYR-OD707-LR-BLK	TYR Tactical® Low Roll Pouch, Black		\$ 21.21	\$ 190.8900	

CMellick@OLATHEKS.ORG

Subtotal	\$ 26,752.0500
Misc	\$ 0.0000
Tax	\$ 0.0000
Freight	\$ 250.0000
Trade Discount	\$ 0.0000
Total	\$ 27,002.0500

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Wastequip Manufacturing Company LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs solid waste Containers, and contracts with Vendor to supply the goods or services described in **Exhibit A**, attached hereto and incorporated hereing, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is \$__. Any order placed under this Agreement beyond the total amount authorized by this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a (one to five) (1-5)-year contract with the option to renew for up to (max 5) additional one (1)-year periods upon the written agreement of both Parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City and agreed to in writing by Vendor.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work in process, completed work in transit to City, and work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue

to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

_____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

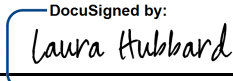
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Wastequip Manufacturing Company LLC

By:  _____
Laura P Hubbard, Director of
Municipal Sales
6525 Carnegie Blvd., Suite 300
Charlotte, NC 28211

CITY OF OLATHE
AGREEMENT RENEWAL

This Agreement Renewal (“Renewal”) made this 22nd day of February, 2024, by and between the City of Olathe (“City”) and TYR Tactical, LLC (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Vendor have previously entered into an Agreement, dated November 4, 2022 (“the Agreement”), for Tactical Police Body Armor; and

WHEREAS, the Agreement was for a term of one (1) year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for up to two (2) additional years periods upon the written agreement of both parties; and

WHEREAS, the Agreement currently expired on October 31, 2023; and

WHEREAS, the Parties are desirous of renewing the Agreement.

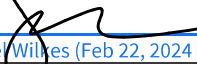
NOW THEREFORE, the Parties hereby agree as follows:


- A. The Agreement is hereby modified as follows: The specified items and actual cost are described in **Exhibit A**; and
- B. The Agreement, as modified, is hereby renewed for an additional term of two (2) years, commencing at the expiration of the current term on November 1, 2023.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.


IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: 
Michael Wilkes (Feb 22, 2024 16:45 CST)
City Manager

ATTEST:

City Clerk



APPROVED AS TO FORM:

Assistant City Attorney

TYR Tactical LLC.

By: 
Jane Beck, CCO
9330 N 91st Ave
Peoria, AZ 85345

TACTICAL POLICE BODY ARMOR

TYR Tactical® Quote

TYR TACTICAL® LLC										COO: (Country of Origin)	
9330 N 91st Ave, Peoria, Arizona 85345 Office: 623-240-1400 Fax: 623-240-1428 info@tyrtactical.com											
WWW.TYRTACTICAL.COM											
Account Executive											
Gary Heath 832-309-5525 gary@tyrtactical.com											
Quote #: TYR-2024-0369GH-City of Olathe, KS											
QUOTE DATE: Wednesday, February 14, 2024					Customer: City of Olathe, KS - Lisa Robbins						
EXPIRATION DATE: Sunday, April 14, 2024					Email: apolathe@olatheks.org						
# OF DAYS QUOTE IS VALID 60					PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.						Tel: 913-971-8925
											Fax:
Item Number:	Description:	UOM	Color	Size	Qty.	MSRP	\$Quoted Unit Price	\$US Total			
TYR-M-EPIC6-NC2-TXP3A-SIZE-BLK	TYR Tactical® EPIC Male "Non-Cutaway", TXP3A, Profile 6, Size, Black	EA	BLK	TBD	1	\$ 1,595.95	\$ 1,357.86	\$ 1,357.86	USA		
TYR-XHA3/7-SIZE	TYR Tactical® Certified LV III+, Special Threat, I/C LV II+, Plate, Size, Black	EA	BLK	TBD	1	\$ 495.95	\$ 326.30	\$ 326.30	USA		
TYR-LW109MV-TXP3A-BLK	TYR Tactical® MV Lower Abdomen Platform, TXP3A, Black	EA	BLK	OS	1	\$ 189.95	\$ 162.76	\$ 162.76	USA		
TYR-LW110MV-TXP3A-BLK	TYR Tactical® MV Groin Protector, TXP3A, Black	EA	BLK	OS	1	\$ 229.95	\$ 196.76	\$ 196.76	USA		
TYR-MST115-TXP3A-BLK	TYR Tactical® Bicep/Deltoid Upper Arm Protection, TXP3A, Black	SET	BLK	OS	1	\$ 469.95	\$ 400.76	\$ 400.76	USA		
TYR-M-ECLRYK1.5-TXP3A-SIZE-BLK	TYR Tactical® Non-Cutaway Ballistic Collar, TXP3A, Size, Black	EA	BLK	TBD	1	\$ 369.95	\$ 315.76	\$ 315.76	USA		
TYR-LP-BKBLB-TXP3A-MD-BLK	TYR Tactical® Load Carriage Gunfighter Belt, TXP3A, Medium, Black	EA	BLK	MD	1	\$ 499.95	\$ 426.26	\$ 426.26	USA		
TYR-LP-BKBLB-TXP3A-LG-BLK	TYR Tactical® Load Carriage Gunfighter Belt, TXP3A, Large, Black	EA	BLK	LG	1	\$ 499.95	\$ 426.26	\$ 426.26	USA		
TYR-TBB002-MD-BLK	TYR Tactical® Base Belt-D, Medium, Black	EA	BLK	MD	1	\$ 69.95	\$ 60.76	\$ 60.76	USA		
TYR-TBB002-LG-BLK	TYR Tactical® Base Belt-D, Large, Black	EA	BLK	LG	1	\$ 69.95	\$ 60.76	\$ 60.76	USA		
TYR-CIDP-2.2X4-POLICE-BK/WHT	TYR Tactical® Custom ID Placard 2.2"x4", "POLICE", Black w/ White font	EA	BLK	2.2x4	1	\$ 14.95	\$ 14.01	\$ 14.01	USA		
TYR-CIDP-2.5X8.75-POLICE-BLK/W	TYR Tactical® Custom ID Placard 2.5"x8.75", "POLICE", Black w/ White font	EA	BLK	2.5x8.75	1	\$ 15.95	\$ 14.86	\$ 14.86	USA		
TYR-E106FF-NCB-TXP3A-SIZE-BLK	TYR Tactical® Flat Fish Cumberbund - NCV (Non-Cutaway), TXP3A, Buckle, Black	SET	BLK	TBD	1	\$ 399.95	\$ 341.26	\$ 341.26	USA		
TYR-LW107-THOR-1.5-TXP-SIZE-BLK	TYR Tactical® Ballistic Thor Shoulders, 1.5" Strap, TXP3A, Size, Black	SET	BLK	TBD	1	\$ 189.95	\$ 162.76	\$ 162.76	USA		
TYR-OD730-BLK	TYR Tactical® Ordnance/ Breaching Pouch - Horizontal Gas Mask, Black	EA	BLK	OS	1	\$ 99.95	\$ 86.26	\$ 86.26	USA		
TYR-CM025-BLK	TYR Tactical® Motorola Radio Pouch, Black	EA	BLK	OS	1	\$ 36.95	\$ 32.71	\$ 32.71	USA		
TYR-MD001-BLK-SM	TYR Tactical® Medical Pouch - Small Cutaway IFAK, Black	EA	BLK	OS	1	\$ 39.95	\$ 35.26	\$ 35.26	USA		
TYR-CLPA004-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag, Pistol Pouch, Black	EA	BLK	OS	1	\$ 49.95	\$ 43.76	\$ 43.76	USA		
TYR-CLPA003-H-BLK	TYR Tactical® Patented Combat Adjustable Happy Mag, Rifle Pouch, Black	EA	BLK	OS	1	\$ 59.95	\$ 52.26	\$ 52.26	USA		
TYR-OD021-BLK	TYR Tactical® Single Handcuff Pouch, Black	EA	BLK	OS	1	\$ 24.95	\$ 22.51	\$ 22.51	USA		
TYR-OD707-LR-BLK	TYR Tactical® Low Roll Pouch, Black	EA	BLK	OS	1	\$ 24.95	\$ 22.51	\$ 22.51	USA		
TYR-MD750-BLK	TYR Tactical® Medical Pouch - Micro Cutaway SOF IFAK, Black	EA	BLK	OS	1	\$ 42.95	\$ 37.81	\$ 37.81	USA		
TYR-OD707-BLK	TYR Tactical® Single Flashbang Pouch, Black	EA	BLK	OS	1	\$ 24.95	\$ 22.61	\$ 22.61	USA		
SHIPPING ADDRESS:											
WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.											
NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE											
TAX ID: 27-2463209 REPS & CERTS ON SAM SMALL BUSINESS CAGE CODE: 67W12 ISO 2009:2015 CERTIFIED UEI DKQ5YENM14Q5											
DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS.											
UPON REQUEST, TYR TACTICAL MAY PROVIDE BERRY AMENDMENT, TAA COMPLIANCE, AND BUY AMERICAN STATUS OF OUR PRODUCTS.											
Additional Notes:											
							Lead Time:	120+ Business Days			
							Shipping Method:	FedEx Ground			
							Payment Terms	OTHER - SEE NOTES			
							Subtotal:	\$	4,622.82		
							Est. Shipping:				
							Sales Tax:				
							Total:	\$	4,622.82		

The information contained in this quotation is confidential and/or privileged, and is intended solely for the use of the recipients listed above. Further, it may be protected by certain agreements, legal privilege, legal precedent or law. It must not be read by or disclosed to any person other than the intended recipient without the express written permission of the sender. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying the transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and delete and destroy all copies and attachments. TYR Tactical, LLC.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 7/16/2024

FOCUS AREA: Economy

STAFF CONTACT: Jamie Robichaud, Mary Jaeger, Jarrod Stewart

SUBJECT: General Overview of the Proposed 2025 Water and Sewer Budget, 2025-2029 Capital Improvement Plan (CIP), and fees.

TITLE:

General Overview of the Proposed 2025 Water and Sewer Budget, 2025-2029 Capital Improvement Plan (CIP), and fees.

SUMMARY:

The Budget Workshop on July 16th is an opportunity for the City Council to review revenues, expenditures, capital improvement plan and fees in greater detail for the Water and Sewer Fund, and 2025-2029 Capital Improvement Plan.

The remaining proposed budget calendar is as follows:

- August 6th - Budget Workshop #3 - Proposed Stormwater, Solid Waste, Street Maintenance Sales Tax, Park Sales Tax, Recreation Funds, CIP, and fees.
 - August 27th - Revenue Neutral and Budget Public Hearing.
 - September 3rd - City Council Adoption of 2025 Budget, 2025-2029 CIP, and 2025 Fee Schedule.
-

FINANCIAL IMPACT:

The 2025 proposed Water and Sewer budget is approximately \$93.9 million.

ACTION NEEDED:

Discussion of the 2025 Proposed Budget.

ATTACHMENT(S):

None; information has been provided previously and is available at <https://www.olatheks.org/government/budget>.
