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1. **CALL TO ORDER**

2. **EXECUTIVE SESSION**

- A. Recess into an executive session for preliminary discussion regarding the acquisition of real property for the 118th Street, Renner to Kansas City Road, improvements project, P.N. 3-C-075-21, pursuant to the exception provided in K.S.A. 75-4319(b)(6).

**Staff Contact:** Ron Shaver and Nate Baldwin

3. **RECONVENE FROM EXECUTIVE SESSION**

4. **BEGIN TELEVISED SESSION – 7:00 P. M.**

5. **PLEDGE OF ALLEGIANCE**

6. **SPECIAL BUSINESS**

- A. Pumpkin Run Presentation.

**Staff Contact:** Cathy Marks

- B. Presentation by ETC Institute on the results of the 2023 DirectionFinder Survey.

**Staff Contact:** Tim Danneberg

7. **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 February 20, 2024.

**Staff Contact:** Eric Strimple

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

**Staff Contact:** Eric Strimple

- C. Consideration of Engineer's Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24.  
**Staff Contact:** Mary Jaeger and Nate Baldwin
- D. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2024 Local and Collector Street Mill and Overlay Project - Group B, PN 3-P-007-24.  
**Staff Contact:** Mary Jaeger and Nate Baldwin
- E. Consideration of quote from Renaissance Infrastructure Consulting for surveying services associated with the West Cedar Creek Sewer Interceptor Project, 1-C-011-24.  
**Staff Contact:** Mary Jaeger and Nate Baldwin
- F. Consideration of award of contract to Murphy Tractor and Equipment Company for the purchase of one John Deere 60P Compact Excavator for the Field Operations Division of Infrastructure.  
**Staff Contact:** Mary Jaeger and Zach Hardy
- G. Consideration of approval of naming a new city park; Pioneer Park.  
**Staff Contact:** Mike Sirna and John Brockus
- H. Consideration of award of contract to Morigde Manufacturing, Inc. for the purchase of five 932G Grasshopper Mowers for the Parks Maintenance Division of Quality of Life.  
**Staff Contact:** Mike Sirna and John Brockus
- I. Renewal of Price Agreement with Electronic Technology, Inc.  
**Staff Contact:** Mike Sirna and Barrett Baumgartner

## 8. NEW BUSINESS

- A. Consideration of Ordinance No. 24-07 (RZ23-0015), requesting approval of a rezoning from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District and a preliminary plat for Abbey Valley on approximately 20 acres; located northeast of W. 167th Street and S. Ridgeview Road. Planning Commission recommended approval 8 to 0.  
**Staff Contact:** Chet Belcher and Andrea Fair

Action needed: Consider a motion to approve (4 positive votes), deny (5 positive votes required), or return to the Planning Commission.

## 9. NEW CITY COUNCIL BUSINESS

## 10. END OF TELEVISED SESSION

**11. 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.

**12. 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. DISCUSSION ITEMS**

1. Chamber of Commerce Annual Update provided by Chamber CEO Tim McKee. (20 Minutes)

**13. ADDITIONAL ITEMS****14. 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.



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

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**FOCUS AREA:** City Manager's Office

**STAFF CONTACT:** Cathy Marks

**SUBJECT:** Pumpkin Run Presentation-2023 was the race's 25<sup>th</sup> year, and 4 plaques will be presented to City Staff in appreciation of all the support of the yearly race that started in 1999.

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**TITLE:**

Pumpkin Run Presentation.

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**SUMMARY:**

Tom Coones and Owen Geisz will present a plaque to City Staff that has helped over the years to facilitate the Pumpkin Run and make it a success.

Presentations include a plaque to:

- Mayor and City Council
  - Jose Gonzales-Infrastructure
  - SGT Logan Bonney, and officers John Forcier, Dennis Soto and Travis Shoemaker; all from the Traffic patrol of the Police Department
  - Chief DeGraffenreid and Div Chief Kevin Weyand from the Fire Department
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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

No action needed

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**ATTACHMENT(S):**

N/A

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

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**FOCUS AREA:** City Manager's Office

**STAFF CONTACT:** Tim Danneberg

**SUBJECT:** Presentation by ETC Institute on the results of the 2023 DirectionFinder Survey.

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**TITLE:**

Presentation by ETC Institute on the results of the 2023 DirectionFinder Survey.

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**SUMMARY:**

The DirectionFinder Survey was designed to objectively assess community priorities and satisfaction with the delivery of City services. It has been administered annually since 2000. The survey was administered to Olathe households by mail with a follow-up by e-mail.

Chris Tatham of ETC Institute will present the results for the 2023 survey.

An analysis of areas that saw significant changes from 2022 to 2023 will be available for your review.

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**FINANCIAL IMPACT:**

The DirectionFinder Survey helps guide resource allocation decisions both in the short-term and long-term. Several of the measures developed from this survey are incorporated in performance metrics to further track and quantify their influence on organizational goals. Annual results allow the City to better utilize resources and guides budgetary decisions.

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**ACTION NEEDED:**

Receive the presentation.

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

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**FOCUS AREA:** Exceptional Services

**STAFF CONTACT:** Eric Strimple

**SUBJECT:** Consideration of approval of the City Council meeting minutes of February 20, 2024.

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**TITLE:**

Consideration of approval of the City Council meeting minutes of February 20, 2024.

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**SUMMARY:**

Attached are the City Council meeting minutes of February 20, 2024, for Council consideration of approval.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

Approval of the City Council meeting minutes of February 20, 2024.

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**ATTACHMENT(S):**

- A. 02-20-2024 Council Minutes



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**Olathe Mayor's Children's Fund check presentations - Council Chambers  
6:00 PM**

The Mayor's Children's Fund check distribution was held in the Council Chamber at 6:00 PM and a reception followed in the City Hall lobby.

**1. CALL TO ORDER**

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

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

**2. BEGIN TELEVISED SESSION – 7:00 P. M.**

**3. PLEDGE OF ALLEGIANCE**

**4. SPECIAL BUSINESS**

- A.** Presentation on the Olathe Mayor's Children's Fund 2023 Campaign  
Deanne Engstrom, Olathe Mayor's Children's Fund Chairman, gave a short presentation on the 2023 campaign. She said they raised the goal of \$150,000 which was distributed to 14 local charities.

Mayor Bacon thanked Ms. Engstrom and the board for all their hard work.

**5. PUBLIC HEARINGS**

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

- A.** Public Hearing and Consideration of Resolution No. 24-1010 requested by Scannell Properties #717, LLC and assigns for issuance of industrial revenue bonds and tax phase-in for the construction of a 729,120 square foot warehouse facility for General Mills Blue Buffalo brand on 57-acres located west of the northwest of 159th Street and Clare Road

(Old 56 Highway).

Mayor Bacon opened the public hearing.

Financial Strategy and Procurement Manager, John Page, provided a presentation to the council.

Councilmember Schoonover stated he was struggling with this item and had questions about where employees for the business would be living noting the issue with affordable housing in Olathe. He also noted the general contractor and architect were not local and asked if this was something looked at as a matter of process, to see the amount of investment to Olathe.

Mr. Page responded to Councilmember Schoonover's questions and noted staff looks at the cost benefit, but it does not include analysis on if the wages would support workers to reside in Olathe. He added that there is currently nothing on the application to indicate where the general contractor or architect are from.

Councilmember Vakas asked clarifying questions on how the city verifies the jobs noted are being created. He also appreciates the thoughtful decisions with careful analysis done by staff. Mr. Page stated, on an annual basis the applicant is asked to provide data on jobs created and salaries.

Councilmember Felter stated she feels the applicant will be a great fit in Olathe. She also felt the breakdown of all taxing entities being provided was helpful.

Councilmember Vogt provided an average for salaries in the State of Kansas and noted she feels it is a good project.

Cameron Duff, Scannell Properties, 1600 Genessee St, Suite 232, Kansas City, MO, spoke as the applicant and addressed questions raised by councilmembers. He stated the project would not come into Olathe without the incentives, noting a .50 cent per square foot disadvantage without the incentives.



No public comments were heard.

Motion by Vogt, seconded by Gilmore, to close the public hearing. The motion carried by the following vote:

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

Motion by Vogt, seconded by Gilmore to approve Resolution No. 24-1010. The motion carried by the following vote:

**Yes:** Bacon, Vogt, Gilmore, Felter, Essex, and Vakas

**No:** Schoonover

## 6. CONSENT AGENDA

Councilmember Vakas asked for item E to be pulled and considered separately.

### Approval of the Consent Agenda

Motion by Vogt, seconded by Gilmore, to approve the Consent Agenda with the exception of item E. The motion carried by the following vote:

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

- A. Consideration of approval of the City Council meeting minutes of February 6, 2024.  
approved.
- B. Consideration of renewal license(s) as recommended by the City Clerk.  
approved.
- C. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of Heather Ridge South, 5th Plat (FP23-0033), containing 41 lots and six (6) tracts on approximately 14.84 acres, located southwest of W. 169th Terrace and S. Ridgeview Road. Planning Commission approved the plat 8 to 0.  
approved.
- D. Consideration of Consent Calendar.  
approved.
- E. Consideration of Resolution No. 24-1011 authorizing the 119th Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21; and repealing Resolution 22-1019.  
Councilmember Vakas stated with the amount of activity going on involving this project that he would like a presentation.

City Engineer, Nate Baldwin, provided a presentation to council, updating them on the project and the proposed changes in funding sources.

Councilmember Vogt stated the cost was 43 million and without the federal funding it raises the cost to 55.6 million. She asked if discussions will take place during budget season. Mr. Baldwin stated yes.

Councilmember Schoonover asked if the Woodland Road railroad crossing will be closed with the new plan. Mr. Baldwin stated that the railroad crossing would remain open.

Mayor Bacon asked what the improvements will look like west of Woodland Road. Mr. Baldwin provided an explanation of what will be expected once the construction is completed.

Motion by Vogt, seconded by Gilmore to approve Resolution 24-1011. The motion carried by the following vote:

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

- F.** Consideration of contract and quote from Howden USA Company for SCADA upgrades associated with the Water and Wastewater SCADA Security Project, PN 5-C-008-21.  
approved.
- G.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the 2024 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-006-24.  
approved.
- H.** Consideration of a Professional Services Agreement with Affinis Corp. for design of the Briarwood Stormwater Improvements Project, PN 2-C-009-24.  
approved.
- I.** Consideration of an Agreement between the City of Olathe, Kansas and the Board of County Commissioners of Johnson County, Kansas for the funding of the Black Bob Road, 153rd Terrace to 159th Street, Improvements Project, PN 3-C-041-23.  
approved.
- J.** Consideration of Supplemental Agreement No. 1 with Olsson, Inc. for

design of the Cedar Lake Dam Restoration Project, PN 2-C-021-23.  
approved.

**K.** Approval of agreement with EMCOR Fagan for mechanical/HVAC work at 1490 W. Ironwood Street.  
approved.

**L.** Consideration of renewal of professional services agreement with Surety Systems, Inc. for consulting services to assist with the implementation of Workday.  
approved.

**M.** Consideration of Approval of the 2024 Downtown Outdoor Sculpture Exhibit.  
approved.

**N.** Consideration of renewal of contract to Millgoal Enterprises II, LLC for mowing services.  
approved.

## **7. NEW BUSINESS**

**A.** Consideration of Ordinance No. 24-05 authorizing issuance of the City's taxable industrial revenue bonds in an amount not to exceed \$70,500,000 for the construction of a 90,000 square foot single-story data center on a 22.44-acre parcel southwest of the K-10 and K-7 Interchange.

Motion by Vogt, seconded by Gilmore, to approve Ordinance No. 24-05  
The motion carried by the following vote:

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

**B.** Consideration of Ordinance No. 24-06 authorizing issuance of the City's taxable industrial revenue bonds in an amount not to exceed \$6,500,000 for the construction of a commercial project near Santa Fe and K-7.

Motion by Vogt, seconded by Gilmore, to approve Ordinance No. 24-06, as presented. The motion carried by the following vote:

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

## **8. NEW CITY COUNCIL BUSINESS**

Councilmember Schoonover stated he would like to have discussions on changing the start time of council meetings, moving it up an hour to 6:00 PM.

Councilmember Vakas stated that he and Infrastructure Deputy Director, Beth Wright, attended the Mid-America Regional Council total transportation policy

meeting. He mentioned topics discussed included a KCI transportation action plan and the 2026 World Cup transportation plan.

Councilmember Felter congratulated the Olathe Mayor's Children's Fund for raising One hundred fifty thousand dollars. She thanked the art committee for the selection of art pieces for the year and looks forward to seeing them installed. She congratulated the Kansas City Chiefs for winning the Super Bowl.

Councilmember Vogt thanked the Olathe Police Department and Fire Department for their mutual aid provided at the celebration parade.

Mayor Bacon congratulated the Kansas City Chiefs for winning the Super Bowl. He also noted that the two million dollars raised for Olathe Mayor's Children's Fund over the last seventeen years is just the cash and doesn't include any in kind gifts made by businesses and individuals.

## **9. END OF TELEVISED SESSION**

## **10. 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.

Gregory Betzen, 19998 W 122nd Ter., spoke about the 119th Street project.

## **11. 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. DISCUSSION ITEMS**

1. Discussion of naming a new city park; Pioneer Trails Park. Park Superintendent, John Brockus, provided a brief presentation to the council on the item.

Councilmember Vogt asked if there would be history on the plaque planned for the park. Mr. Brockus said the plan is to include history.

Multiple Councilmembers asked clarifying questions about the new fire station planned beside the park and connectivity from the station to the park.

Councilmember Schoonover stated he was excited for the new park, but had concerns about the name confusing people with the proposed name being the same as one of the local middle schools.

## **12. ADDITIONAL ITEMS**

Councilmember Felter asked if an attempt should be made going forward to document the in kind gifts made to the Olathe Mayor's Children's Fund.

Mayor Bacon stated the council has their retreat next week and that he is excited for it.

## **13. ADJOURNMENT**

The meeting adjourned at 8:01 PM.

Eric Strimple  
Assistant City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

**MEETING DATE:** 3/5/2024

**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)**

The Other Place	24-0038	16590 W 135 <sup>th</sup> Street
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**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:** 3/5/2024

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Nate Baldwin

**SUBJECT:** Contract with McAnany Construction, Inc. for construction of the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24

**TITLE:**

Consideration of Engineer’s Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24.

**SUMMARY:**

On February 20, 2024, one (1) bid was received and opened for the above referenced project. McAnany Construction, Inc. submitted the low and responsible bid in the amount of \$1,430,000.00. The Engineer’s Estimate was \$1,530,838.00. The following is a tabulation of the bids received:

McAnany Construction, Inc.	\$ 1,430,000.00
Engineer’s Estimate	\$ 1,530,838.00

This Street Preservation project will provide a 2” depth mill and asphalt overlay on Ridgeview Road from 159<sup>th</sup> Street to 165<sup>th</sup> Street. This project will also include asphalt base repair, concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8’-10’ wide shared use path on the east side, installation of asphalt shoulders and ditch regrading (164<sup>th</sup> Street to 165<sup>th</sup> Street), placement of pavement markings, and storm sewer improvements.

Construction is tentatively scheduled to begin in Summer 2024 and tentatively scheduled to be completed in Fall 2024

**FINANCIAL IMPACT:**

This project is funded from the City of Olathe’s 2024 Street Preservation Program. Funding for the 2024 Street Preservation Program, as approved in the 2024-2028 Capital Improvement Plan, includes:

CIP Fund (Cash)	\$ 2,800,000
<u>Street Maintenance Sales Tax</u>	<u>\$ 20,160,000</u>
Total	\$ 22,960,000

**ACTION NEEDED:**

Approval of Engineer’s Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24.

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**MEETING DATE:** 3/5/2024

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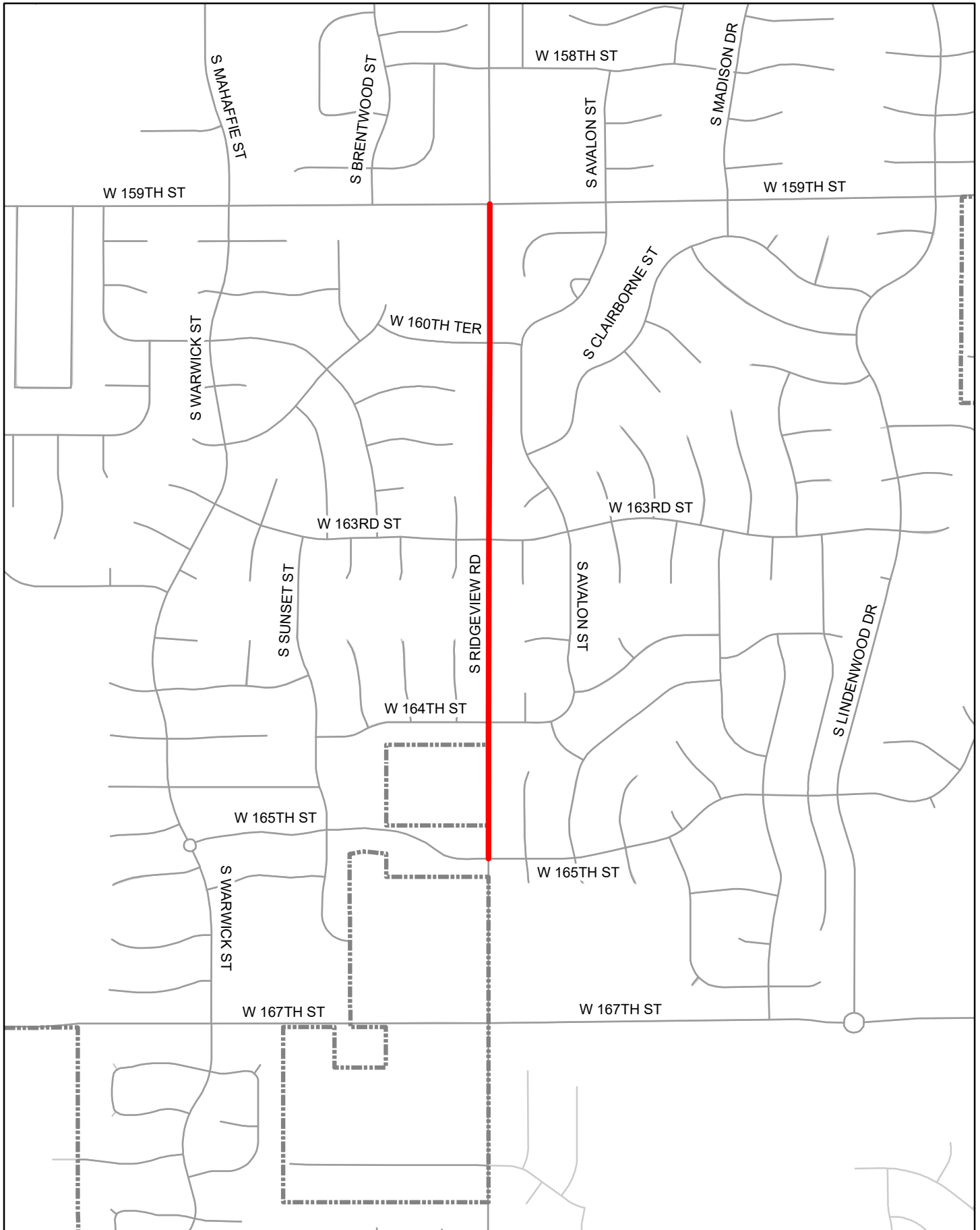
**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Construction Agreement
- D. Engineer's Estimate and Affidavit of Estimate



# Project Location Map

## Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24





**Project Fact Sheet**  
**Ridgeview Road Arterial Mill and Overlay Project**  
**PN 3-P-002-24**  
**March 5, 2024**

**Project Manager:** Nate Baldwin / Austin Lamparter

**Description:** This Street Preservation project will provide a 2” depth mill and asphalt overlay on Ridgeview Road from 159th Street to 165th Street. This project will also include asphalt base repair, concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8’-10’ wide shared use path on the east side, installation of asphalt shoulders and ditch regrading (164th Street to 165th Street), placement of pavement markings, and storm sewer improvements.

**Justification:** The project will replace the asphalt surface pavement on this street which has fallen below our target condition index.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	03/28/2023
	Consultant Selection	06/20/2023
Construction:	Bid Award	03/05/2024
	Completion	Fall 2024 – Estimate
<b>Council Actions:</b>		
	<b>Date</b>	<b>Amount</b>
Approved in CIP (Street Preservation Program)	2023-2027	\$43,800,000
Project Report (2023 Street Preservation Program)	01/03/2023	\$23,400,000
Professional Service Agreement	06/20/2023	\$165,970
Project Report (2024 Street Preservation Program)	01/09/2024	\$22,960,000
Accept Bid/Award Contract	03/05/2024	\$1,430,000.00
<b>Funding Sources:</b>		
	<b>Amount</b>	<b>CIP Year</b>
2023 Street Preservation Program	\$ 171,000	2023
2024 Street Preservation Program	\$1,559,000	2024
<b>Total</b>	<b>\$1,730,000</b>	
<b>Expenditures:</b>		
	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 166,000	\$134,413
Staff	\$ 50,000	\$ 10,104
Construction	\$1,430,000	\$ 0
Land Acquisition	\$ 50,000	\$ 0
Contingency	\$ 34,000	\$ 0
<b>Total</b>	<b>\$1,730,000</b>	<b>\$144,517</b>

**BID FORM**  
P.N. 3-P-002-24  
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24

Schedule of Values

ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS	
			DOLLARS	CENTS		
101	Mobilization	LS	1	63,267	68	\$63,267.68
102	Contractor Construction Staking	LS	1	7,140	00	\$7,140.00
103	Clearing and Grubbing	LS	1	5,950	00	\$5,950.00
104	Removal of Asphalt Pavement	SY	123	60	25	\$7,410.75
105	Unclassified Excavation	CY	1,970	45	51	\$89,654.70
106	Compaction of Earthwork (All Types)	CY	1,609	6	82	\$10,973.38
107	Milling (2")	SY	16,587	3	16	\$52,414.92
108	Asphaltic Surface (KCMMB A2) (2")	TONS	1,959	109	54	\$214,588.86
109	Asphaltic Base Course (Modified Superpave) (4")	TONS	144	161	43	\$23,245.92
110	Aggregate Base Course (Modified AB-3) (4") (Sidewalk)	TONS	861	139	23	\$119,877.03
111	Aggregate Base Course (Modified AB-3) (6") (Roadway)	SY	240	44	31	\$10,634.40
112	Crack Repair (6" Depth)	SY	976	99	54	\$97,151.04
113	Asphalt Base Repair (4" Depth)	SY	571	55	76	\$31,838.96
114	Remove Concrete Sidewalk (4')	LF	35	27	72	\$970.20
115	Remove Concrete Sidewalk (5')	LF	1,665	16	54	\$27,539.10
116	Remove Asphalt Trail (10')	LF	1,852	26	89	\$49,800.28
117	Remove Concrete Trail (10')	LF	11	34	74	\$382.14
118	Remove Type B Curb & Gutter	LF	576	19	15	\$11,030.40
119	Remove Type C Curb & Gutter	LF	41	19	15	\$785.15
120	Remove ADA Ramp (Type I)	EA	4	446	25	\$1,785.00
121	Remove ADA Ramp (Type II)	EA	8	446	25	\$3,570.00
122	Remove Asphalt Driveway	SY	42	446	25	\$18,742.50
123	Concrete Sidewalk (4')	LF	56	36	17	\$2,025.52
124	Concrete Sidewalk (5')	LF	378	45	22	\$17,093.16
125	Concrete Sidewalk (8')	LF	2,754	45	10	\$124,205.40
126	Concrete Trail (10')	LF	1,104	69	28	\$76,485.12
127	Type B Curb & Gutter	LF	576	36	78	\$21,185.28
128	Type C Curb & Gutter	LF	41	36	78	\$1,507.98
129	ADA Ramp (Type I) (5')	EA	3	2,877	99	\$8,633.97
130	ADA Ramp (Type I) (8')	EA	2	2,877	99	\$5,755.98
131	ADA Ramp (Type II) (5')	EA	4	2,877	99	\$11,511.96
132	ADA Ramp (Type II) (8')	EA	3	2,877	99	\$8,633.97
133	ADA Ramp (Type II) (10')	EA	2	2,877	99	\$5,755.98
134	Concrete Drive Pavement (6")	SY	91	125	42	\$11,413.22
135	Remove and Replace Curb Inlet Top, Remove Flume & Patch North Wall	LS	1	4,998	00	\$4,998.00
136	Sodding	SY	7,587	11	90	\$90,285.30
137	Erosion Control	LS	1	8,092	00	\$8,092.00
138	Pavement Marking, 4" White Line (HPS-8)	LF	1,344	2	32	\$3,118.08
139	Pavement Marking, 4" Yellow Line (HPS-8)	LF	8,705	2	32	\$20,195.60
140	Pavement Marking, 6" White Line (HPS-8)	LF	949	2	67	\$2,533.83
141	Pavement Marking, 12" Yellow Line (Preformed Thermoplastic)	LF	95	11	90	\$1,130.50
142	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	1,111	5	95	\$6,610.45
143	Pavement Marking, 12" White Line (Preformed Thermoplastic)	LF	576	11	90	\$6,854.40
144	Pavement Marking, 24" White Line (Preformed Thermoplastic)	LF	172	23	80	\$4,093.60
145	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA	18	238	00	\$4,284.00
146	Permanent Signing	LS	1	1,785	00	\$1,785.00
147	Street Maintenance Sales Tax Sign	EA	2	238	00	\$476.00
148	Lawn Sprinkler System Modifications (Sta. 118+35, Rt.)	LS	1	1,130	50	\$1,130.50
149	Installation of Temporary Mailboxes	EA	3	220	37	\$661.11
150	Installation of Permanent Mailboxes	EA	3	358	10	\$1,074.30
151	Traffic Control	LS	1	3,570	00	\$3,570.00
152	Remove Existing Area Inlet	EA	1	3,332	00	\$3,332.00
153	Remove Existing Storm Sewer	LF	17	63	66	\$1,082.22
154	Area Inlet (4' x 4')	EA	3	8,806	00	\$26,418.00

155	End Section (15") (RC)	EA	5	2,320	50	\$11,602.50
156	Storm Sewer (15") (RCP)	LF	312	168	38	\$52,534.56
157	Riprap (100 Lb.) (18" Depth)	SY	9	130	90	\$1,178.10
<b>TOTAL:</b>						\$1,400,000.00
<b>OWNER'S CONTINGENCY ALLOWANCE:</b>						\$30,000.00
<b>GRAND TOTAL:</b>						\$1,430,000.00

**ASPHALT MATERIAL INDEX:**

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for February 2024, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009, Asphalt Price Adjustment, in the 2015 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at [app.negometrix.com](http://app.negometrix.com) and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.

McAnany Construction, Inc

Contractor

Zachary Tinker

By

Project Manager

Title

2/20/2024

Date

913-631-5440

Telephone Number

Zachary Tinker

Contact Person

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and McANAMY CONSTRUCTION, INC. (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Mill and overlay on Ridgeview Road (159th Street to 165th Street) including base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8’ wide shared use path on the east side, installation of asphalt shoulders and ditch regrading (165th Street to 164th Street), placement of pavement markings, and storm sewer improvements.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ridgeview Road Arterial Mill and Overlay Project, Project No. 3-P-002-24.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by HNTB Corporation.
- 3.02 The Owner has retained HNTB Corporation (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 70 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. The Notice to Proceed will be given no later than June 3, 2024.
- C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 11, 2024.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$ 1,430,000.00

[Here insert a lump sum, unit prices or both, if necessary attach exhibits and list them in Article 8.]

[CONTRACTOR's Bid may be attached as an exhibit to avoid lengthy retyping of unit price schedules, formulae for escalation of prices, information as to alternatives, etc.]

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95% percent of Work completed (with the balance being retainage) and
  - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

*NOTE(S) TO USER:*

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement (pages EJCDC C-520-1 to EJCDC C-520-7, inclusive).
  2. Performance & Maintenance bond (pages to EJCDC C-520-8 to to EJCDC C-520-13, inclusive).
  3. Statutory bond (pages to EJCDC C-520-14 to to EJCDC C-520-18, inclusive).
  4. Appointment of Process Agent (page to EJCDC C-520-19, inclusive).
  5. Non-collusive Affidavit of Prime Bidder (page to EJCDC C-520-20, inclusive).
  6. General Conditions (page to EJCDC C-700-1, to EJCDC C-700-65, inclusive).
  7. Supplementary Conditions (pages SC - 1 to SC - 33, inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings (not attached but incorporated by reference) consisting of thirty-eight sheets with the Drawings listed on the attached sheet index.
  10. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):



- a. Contractor's Bid (pages \_\_\_ to \_\_\_, inclusive).
  - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
  - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
  - d. Federal Funds Project Documents (if applicable) (Standard General Conditions Division 100, General Specifications Division 200, Required Contract Specifications, General Wage Decision).
  - e. Project Requirements.
  - f. Temporary Facilities.
  - g. Submittals.
  - h. Technical Specifications.
  - i. General Special Conditions.
  - j. Measurements and Payments.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

CONTRACTOR:

City of Olathe, Kansas

McAnany Construction, Inc.

By:

By: ZACHARY TINCHEK

Title: Mayor

Title: PROJECT MANAGER

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest: [Signature]

Title:

Title: VICE PRESIDENT

Address for giving notices:

Address for giving notices:

P.O. Box 768  
Olathe, KS 66051-0768

15320 MIDLAND DR

SHAWNEE KS 66217

Contractor's Phone Number

License No.:

(where applicable)

Agent for service of process:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form:

City Attorney/Deputy City Attorney/  
Assistant City Attorney

**AFFIDAVIT OF ESTIMATE OF COST**

STATE OF KANSAS     )  
  ) ss.  
COUNTY OF JOHNSON)

Nathan Baldwin, P.E., of lawful age, being first duly sworn upon his oath, states:

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24 is attached and I am providing the estimate of the cost under oath (Exhibit A).



Nathan Baldwin

Subscribed in my presence and sworn under oath before me this 23<sup>rd</sup>  
day of February, 2024.



Notary Public

My Appointment Expires  
August 19, 2024



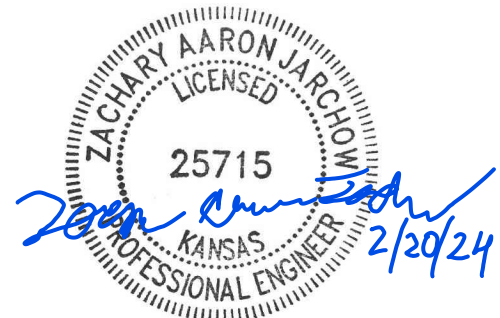


**CITY OF OLATHE, KANSAS**  
**Ridgeview Road Arterial Mill and Overlay Project (159th Street to 165th Street)**  
**City Project No. 3-P-002-24**  
**Final Engineer's Estimate**

Date: February 20, 2024

NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
<b>Street Improvements</b>					
101	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00
102	Contractor Construction Staking	LS	1	\$ 25,000.00	\$ 25,000.00
103	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
104	Removal of Asphalt Pavement	SY	123	\$ 50.00	\$ 6,150.00
105	Unclassified Excavation	CY	1,970	\$ 45.00	\$ 88,650.00
106	Compaction of Earthwork (All Types)	CY	1,609	\$ 4.00	\$ 6,436.00
107	Milling (2")	SY	16,587	\$ 3.00	\$ 49,761.00
108	Asphaltic Surface (KCMMB A2) (2")	TONS	1,959	\$ 105.00	\$ 205,695.00
109	Asphaltic Base Course (Modified Superpave) (4")	TONS	144	\$ 115.00	\$ 16,560.00
110	Aggregate Base Course (Modified AB-3) (4") (Sidewalk)	TONS	861	\$ 80.00	\$ 68,880.00
111	Aggregate Base Course (Modified AB-3) (6") (Roadway)	SY	240	\$ 40.00	\$ 9,600.00
112	Crack Repair (6" Depth)	SY	976	\$ 110.00	\$ 107,360.00
113	Asphalt Base Repair (4" Depth)	SY	571	\$ 85.00	\$ 48,535.00
114	Remove Concrete Sidewalk (4')	LF	35	\$ 18.00	\$ 630.00
115	Remove Concrete Sidewalk (5')	LF	1,665	\$ 20.00	\$ 33,300.00
116	Remove Asphalt Trail (10')	LF	1,852	\$ 30.00	\$ 55,560.00
117	Remove Concrete Trail (10')	LF	11	\$ 30.00	\$ 330.00
118	Remove Type B Curb & Gutter	LF	576	\$ 18.00	\$ 10,368.00
119	Remove Type C Curb & Gutter	LF	41	\$ 18.00	\$ 738.00
120	Remove ADA Ramp (Type I)	EA	4	\$ 750.00	\$ 3,000.00
121	Remove ADA Ramp (Type II)	EA	8	\$ 800.00	\$ 6,400.00
122	Remove Asphalt Driveway	SY	42	\$ 50.00	\$ 2,100.00
123	Concrete Sidewalk (4')	LF	56	\$ 35.00	\$ 1,960.00
124	Concrete Sidewalk (5')	LF	378	\$ 40.00	\$ 15,120.00
125	Concrete Sidewalk (8')	LF	2,754	\$ 60.00	\$ 165,240.00
126	Concrete Trail (10')	LF	1,104	\$ 75.00	\$ 82,800.00
127	Type B Curb & Gutter	LF	576	\$ 40.00	\$ 23,040.00
128	Type C Curb & Gutter	LF	41	\$ 40.00	\$ 1,640.00
129	ADA Ramp (Type I) (5')	EA	3	\$ 2,000.00	\$ 6,000.00
130	ADA Ramp (Type I) (8')	EA	2	\$ 2,250.00	\$ 4,500.00
131	ADA Ramp (Type II) (5')	EA	4	\$ 2,250.00	\$ 9,000.00
132	ADA Ramp (Type II) (8')	EA	3	\$ 2,500.00	\$ 7,500.00
133	ADA Ramp (Type II) (10')	EA	2	\$ 2,750.00	\$ 5,500.00
134	Concrete Drive Pavement (6")	SY	91	\$ 90.00	\$ 8,190.00
135	Remove and Replace Curb Inlet Top, Remove Flume & Patch North Wall	LS	1	\$ 3,500.00	\$ 3,500.00
136	Sodding	SY	7,587	\$ 10.00	\$ 75,870.00
137	Erosion Control	LS	1	\$ 8,000.00	\$ 8,000.00
138	Pavement Marking, 4" White Line (HPS-8)	LF	1,344	\$ 3.00	\$ 4,032.00
139	Pavement Marking, 4" Yellow Line (HPS-8)	LF	8,705	\$ 3.00	\$ 26,115.00
140	Pavement Marking, 6" White Line (HPS-8)	LF	949	\$ 3.00	\$ 2,847.00
141	Pavement Marking, 12" Yellow Line (Preformed Thermoplastic)	LF	95	\$ 10.00	\$ 950.00
142	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	1,111	\$ 6.00	\$ 6,666.00
143	Pavement Marking, 12" White Line (Preformed Thermoplastic)	LF	576	\$ 12.00	\$ 6,912.00
144	Pavement Marking, 24" White Line (Preformed Thermoplastic)	LF	172	\$ 24.00	\$ 4,128.00
145	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA	18	\$ 300.00	\$ 5,400.00
146	Permanent Signing	LS	1	\$ 1,250.00	\$ 1,250.00
147	Street Maintenance Sales Tax Sign	EA	2	\$ 150.00	\$ 300.00
148	Lawn Sprinkler System Modifications (Sta. 118+35, Rt.)	LS	1	\$ 5,000.00	\$ 5,000.00
149	Installation of Temporary Mailboxes	EA	3	\$ 250.00	\$ 750.00
150	Installation of Permanent Mailboxes	EA	3	\$ 250.00	\$ 750.00
151	Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00
152	Remove Existing Area Inlet	EA	1	\$ 1,400.00	\$ 1,400.00
153	Remove Existing Storm Sewer	LF	17	\$ 25.00	\$ 425.00
154	Area Inlet (4' x 4')	EA	3	\$ 8,000.00	\$ 24,000.00
155	End Section (15") (RC)	EA	5	\$ 2,500.00	\$ 12,500.00
156	Storm Sewer (15") (RCP)	LF	312	\$ 300.00	\$ 93,600.00
157	Riprap (100 Lb.) (18" Depth)	SY	9	\$ 100.00	\$ 900.00
<b>3-P-002-24 - Ridgeview Road (159th Street to 165th Street) Total Construction Cost</b>					<b>\$ 1,500,838.00</b>
<b>Owner's Contingency Allowance</b>					<b>\$ 30,000.00</b>
<b>3-P-002-24 - Ridgeview Road (159th Street to 165th Street) Total Construction Cost</b>					<b>\$ 1,530,838.00</b>

Note: All Unit Prices based on 2024 values. The costs shown on this estimate represent an estimate of probable costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding or negotiating methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from this estimate. This estimate does not include costs for right-of-way, utility relocation, and engineering or administration.





# City of Olathe

## COUNCIL AGENDA ITEM

**MEETING DATE:** 3/5/2024

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Nate Baldwin

**SUBJECT:** Contract with Phoenix Concrete, LLC for construction of the 2024 Local and Collector Street Mill and Overlay Project - Group B, PN 3-P-007-24.

**TITLE:**

Consideration of Engineer’s Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2024 Local and Collector Street Mill and Overlay Project - Group B, PN 3-P-007-24.

**SUMMARY:**

On February 8, 2024, three (3) bids were received and opened for the above referenced project. The bids ranged from \$3,704,921.58 to \$3,891,826.20 with the Engineer’s Estimate at \$3,907,974.50. Phoenix Concrete, LLC submitted the low and responsible bid in the amount of \$3,704,921.58. The following is a tabulation of the bids received:

Phoenix Concrete, LLC	\$3,704,921.58
McAnany Construction, Inc.	\$3,782,369.67
Freeman Concrete Construction, LLC	\$3,891,826.20
Engineer’s Estimate	\$3,907,974.50

This Street Preservation project will provide a 2” depth mill and overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings on forty-three (43) local and collector streets. This includes a portion of 106<sup>th</sup> Street in Mill Creek Farms as part of the Private Streets Preservation Program.

Construction is tentatively scheduled to begin in Spring 2024 and tentatively scheduled to be completed in Fall 2024.

**FINANCIAL IMPACT:**

This project is funded from the City of Olathe’s 2024 Street Preservation Program. Funding for the 2024 Street Preservation Program, as approved in the 2024-2028 Capital Improvement Plan, includes:

CIP Fund (Cash)	\$ 2,800,000
<u>Street Maintenance Sales Tax</u>	<u>\$20,160,000</u>
Total	\$22,960,000

**ACTION NEEDED:**

Approval of Engineer’s Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC

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**MEETING DATE:** 3/5/2024

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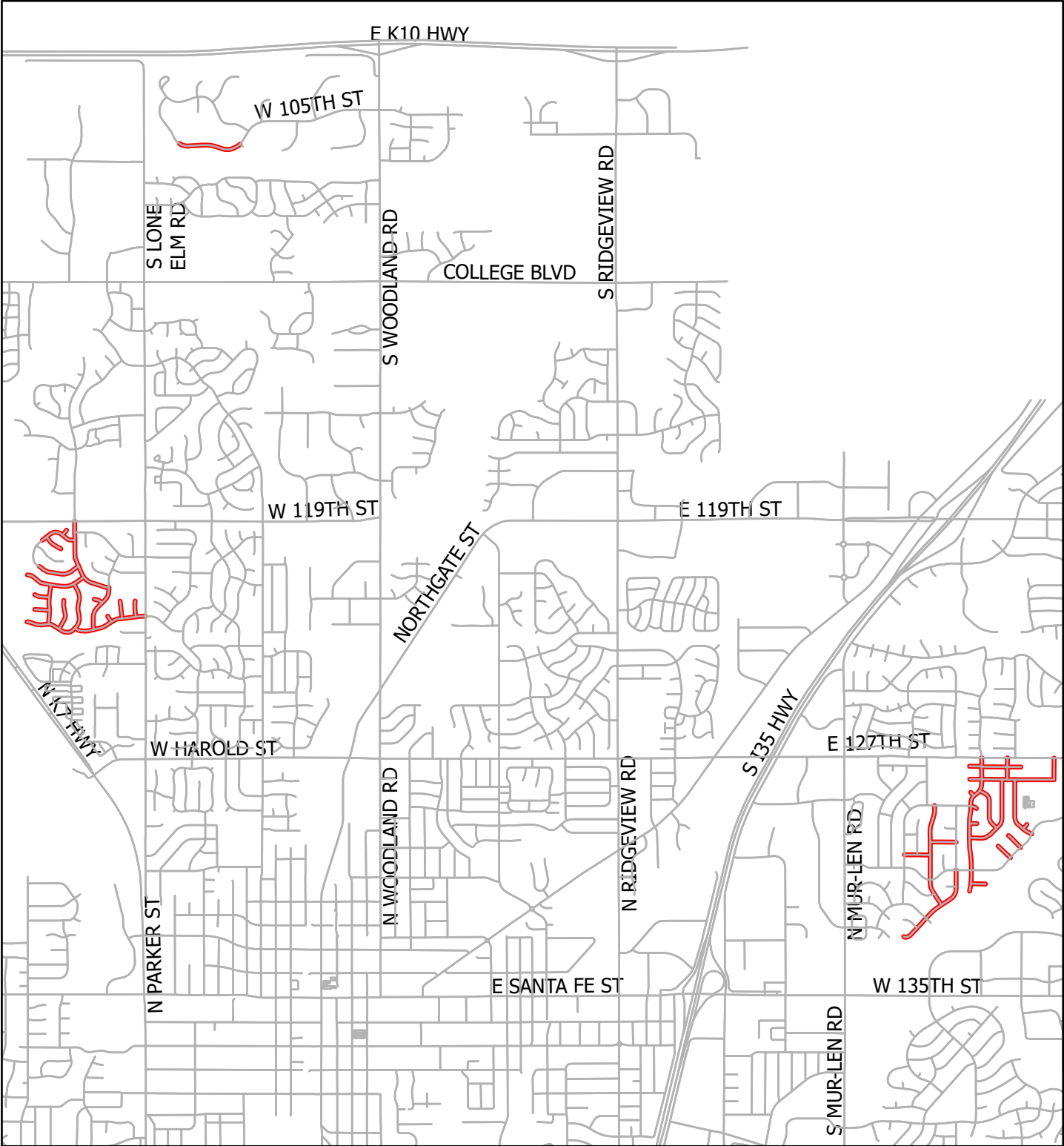
for construction of the 2024 Local and Collector Street Mill and Overlay Project - Group B, PN 3-P-007-24.

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**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Construction Agreement
- D. Engineer's Estimate and Affidavit of Estimate

2024 Local and Collector Mill and Overlay - Group B  
Overview  
PN 3-P-007-24







**Project Fact Sheet**  
**2024 Local and Collector Street Mill and**  
**Overlay Project - Group B**  
**PN 3-P-007-24**  
**March 5, 2024**

**Project Manager:** Nate Baldwin / Leslie Donnelly

**Description:** The 2024 Local and Collector Street Mill and Overlay Project - Group B will provide a 2" depth mill and asphalt overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings on forty-three (43) local and collector streets. This includes a portion of 106<sup>th</sup> Street in Mill Creek Farms as part of the Private Streets Preservation Program.

**Justification:** This Street Preservation project will replace the asphalt surface pavement on streets which have fallen below our target condition index.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Construction:	Bid Award	03/05/2024
	Completion	Fall 2024 - Estimate
<b>Council Actions:</b>		
	<b>Date</b>	<b>Amount</b>
Approved in CIP (Street Preservation Program)	2024-2028	\$110,600,000
Project Report (2024 Street Preservation Program)	01/09/2024	\$22,960,000
Accept Bid/Award Contract	03/05/2024	\$3,704,921.58
<b>Funding Sources:</b>		
	<b>Amount</b>	<b>CIP Year</b>
2024 Street Preservation Program	\$3,720,132	2024
Mill Creek Farms	\$ 104,868	
<b>Expenditures:</b>		
	<b>Budget</b>	<b>Amount to Date</b>
Staff	\$ 50,000	\$6,323
Construction	\$ 3,710,000	\$ 0
Other Project Costs	\$ 15,000	\$ 0
Contingency	\$ 50,000	\$ 0
<b>Total</b>	<b>\$ 3,825,000</b>	<b>\$6,323</b>

BID FORM  
P.N. 3-P-007-24  
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the 2024 Local and Collector Street Mill and Overlay Project - Group B, PN 3-P-007-24.

Schedule of Values

	ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT
				DOLLARS	CENTS	DOLLARS
<b>Base Bid</b>						
1	Remove and Replace Concrete Curb & Gutter (< 15 LF)	LF	1,107	45	71	\$50,600.97
2	Remove and Replace Concrete Curb & Gutter (≥ 15 LF)	LF	39,007	26	06	\$1,016,522.42
3	Remove 6" Concrete Driveway (optional as directed by Engineer)	SY	200	27	42	\$5,484.00
4	Install 6" Concrete Driveway (optional as directed by Engineer)	SY	200	72	50	\$14,500.00
5	Remove 4' Concrete Sidewalk	LF	5,412	10	56	\$57,150.72
6	Install 4' Concrete Sidewalk	LF	4,732	27	96	\$132,306.72
7	Remove 5' Concrete Sidewalk	LF	4,247	14	05	\$59,670.35
8	Install 5' Concrete Sidewalk	LF	3,067	35	24	\$108,081.08
9	Install Type I ADA Sidewalk Ramp	EA	35	1,896	09	\$66,363.15
10	Install Type II ADA Sidewalk Ramp	EA	26	2,244	21	\$58,349.46
11	Install Mid-Block ADA Sidewalk Ramp	EA	2	1,989	02	\$3,978.04
12	Full Width Milling 2" Depth	SY	102,957	2	10	\$216,209.70
13	6" Depth Asphalt Crack Repair (optional as directed by Engineer)	SY	3,758	81	20	\$305,149.60
14	4" Depth Asphalt Base Repair (optional as directed by Engineer)	SY	3,014	54	08	\$162,997.12
15	Install 2" BM-2FR Asphaltic Concrete Surface	Tons	11,737	92	92	\$1,090,602.04
16	Install 4" Yellow Solid Line Painted Pavement Marking	LF	4,352	0	53	\$2,306.56
17	Install 6" White Solid Line Painted Pavement Marking	LF	37	1	10	\$40.70
18	Install School Crosswalk Painted Pavement Marking	LF	181	2	15	\$389.15
19	Remove and Replace Curb Inlet (optional as directed by Engineer)	EA	2	9,100	00	\$18,200.00
20	Remove and Replace Curb Inlet Top (optional as directed by Engineer)	EA	4	2,950	00	\$11,800.00
21	Adjust Existing Manhole (optional as directed by Engineer)	EA	2	2,900	00	\$5,800.00
22	Adjust Existing Water Valve (optional as directed by Engineer)	EA	4	1,100	00	\$4,400.00
23	Install and Remove Street Maintenance Sales Tax Signs	EA	5	350	00	\$1,750.00
24	Concrete Driveway Patch (optional as directed by Engineer)	SF	200	21	00	\$4,200.00
25	Mobilization	LS	1	91,300	00	\$91,300.00
26	Traffic Control	LS	1	34,000	00	\$34,000.00
<b>BASE BID TOTAL:</b>						<b>\$3,522,151.78</b>
<b>Bid Additive #2 - Mill Creek Farms</b>						
201	Full Width Milling 1" Depth	SY	3,542	2	60	\$9,209.20
202	Install 3" BM-2FR Asphaltic Concrete	Tons	606	93	40	\$56,600.40
203	4" Depth Asphalt Base Repair (optional as directed by Engineer)	SY	874	42	30	\$36,970.20
204	6" Depth Asphalt Crack Repair (optional as directed by Engineer)	SY	46	78	00	\$3,588.00
205	Asphalt Wedge (Driveways)	SY	30	138	40	\$4,152.00
206	Filling and Grading (Seeding Included)	SY	890	25	00	\$22,250.00
<b>BID ADDITIVE #2 TOTAL:</b>						<b>\$132,769.80</b>

BASE BID TOTAL:	\$3,522,151.78
BID ADDITIVE #2 TOTAL:	\$132,769.80
OWNER'S CONTINGENCY ALLOWANCE:	\$50,000.00
<b>GRAND TOTAL:</b>	<b>\$3,704,921.58</b>

**ASPHALT MATERIAL INDEX:**

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of the bid opening. If the current month is not available at the time of bid opening, the index value for the month prior to bid opening shall be used, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009, Asphalt Price Adjustment, in the 2015 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at [app.negometrix.com](http://app.negometrix.com) and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.



Contractor

Charles Vanmetre

By

Estimator

Title

2-20-24

Date

913-390-1700

Telephone Number

Charles Vanmetre

Contact Person

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and Phoenix Concrete, LLC. (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

MILLING AND RESURFACING OF FORTY-FIVE (45) LOCAL AND COLLECTOR ASPHALT STREETS IN FOUR (4) AREAS INCLUDING APPROXIMATELY 115,000 SQUARE YARDS OF FULL WIDTH MILLING, 15,000 TONS OF ASPHALT SURFACE REPLACEMENT, ASPHALT BASE REPAIRS AS NEEDED, REPLACEMENT OF PAVEMENT MARKINGS, INSTALLATION OF 80 ADA SIDEWALK RAMPS, 8,000 LINEAR FEET OF SIDEWALK REMOVAL AND REPLACEMENT ALONG WITH 41,000 LINEAR FEET OF SPOT CURB REPLACEMENT.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2024 Local and Collector Street Mill and Overlay Project - Group B, Project No. 3-P-007-24.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by City of Olathe, Kansas, Infrastructure Department, Engineering Division.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions

B. The Notice to Proceed will be given no later than May 1, 2024

1. Work within the Sunnybrook Additive if chosen, cannot begin until school is no longer in session.

C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 11, 2024.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

§ \$3,704,921.58

[Here insert a lump sum, unit prices or both, if necessary attach exhibits and list them in Article 8.]

[CONTRACTOR's Bid may be attached as an exhibit to avoid lengthy retyping of unit price schedules, formulae for escalation of prices, information as to alternatives, etc.]

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95% percent of Work completed (with the balance being retainage) and
  - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

*NOTE(S) TO USER:*

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages EJCDC C-520-1 to EJCDC C-520-7, inclusive).
  - 2. Performance & Maintenance bond (pages to EJCDC C-520-8 to EJCDC C-520-13, inclusive).
  - 3. Statutory bond (pages to EJCDC C-520-14 to EJCDC C-520-18, inclusive).
  - 4. Appointment of Process Agent (page to EJCDC C-520-19, inclusive).
  - 5. Non-collusive Affidavit of Prime Bidder (page to EJCDC C-520-20, inclusive).
  - 6. General Conditions (page to EJCDC C-700-1, to EJCDC C-700-65, inclusive).
  - 7. Supplementary Conditions (pages SC- 1 to SC- 34, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: 2024 Local and Collector Street Mill and Overlay Project - Group B.
  - 10. Addenda (numbers \_\_\_ to \_\_\_, inclusive).

11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_ to \_\_\_, inclusive).
    - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
    - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
    - d. Federal Funds Project Documents (if applicable) (Standard General Conditions Division 100, General Specifications Division 200, Required Contract Specifications, General Wage Decision).
    - e. Project Requirements.
    - f. Temporary Facilities.
    - g. Submittals.
    - h. Technical Specifications.
    - i. General Special Conditions.
    - j. Measurements and Payments.
  12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an



assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

City of Olathe, Kansas

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

Title: Mayor

Attest: \_\_\_\_\_

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

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

CONTRACTOR:

Phoenix Concrete LLC

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

Title: Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: Estimator

Address for giving notices:

15452 S. Keeler St

Olathe, KS 66062

Contractor's Phone Number \_\_\_\_\_

License No.: \_\_\_\_\_

(where applicable)

Agent for service of process: \_\_\_\_\_

*If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Approved as to form:

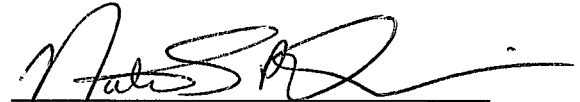
\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney

**AFFIDAVIT OF ESTIMATE OF COST**

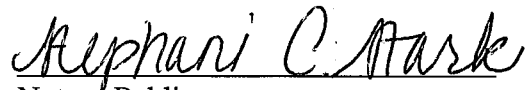
STATE OF KANSAS     )  
  ) ss.  
COUNTY OF JOHNSON)

Nathan Baldwin, P.E., of lawful age, being first duly sworn upon his oath,  
states:

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the 2024 Local and Collector Street Mill and Overlay Project – Group B, PN 3-P-007-24 is attached and I am providing the estimate of the cost under oath (Exhibit A).

  
\_\_\_\_\_  
Nathan Baldwin

Subscribed in my presence and sworn under oath before me this 23<sup>rd</sup>  
day of February, 2024.

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

My Appointment Expires

August 19, 2024

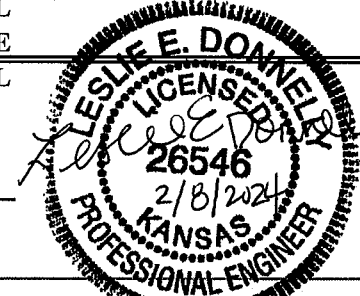




**ENGINEERS ESTIMATE**  
**2024 Local and Collector Street Mill and Overlay Project - Group B**  
**Project Number 3-P-007-24**  
**February 8, 2024**

ITEM	DESCRIPTION	UNITS	QUANT.	UNIT/PRICE	TOTAL
1.	Remove and Replace Concrete Curb & Gutter (< 15 LF)	LF	1,107	\$49.00	\$54,243.00
2.	Remove and Replace Concrete Curb & Gutter (≥ 15 LF)	LF	39,007	\$28.00	\$1,092,196.00
3.	Remove 6" Concrete Driveway (optional as directed by Engineer)	SY	200	\$30.00	\$6,000.00
4.	Install 6" Concrete Driveway (optional as directed by Engineer)	SY	200	\$67.00	\$13,400.00
5.	Remove 4' Concrete Sidewalk	LF	5,412	\$18.00	\$97,416.00
6.	Install 4' Concrete Sidewalk	LF	4,732	\$20.00	\$94,640.00
7.	Remove 5' Concrete Sidewalk	LF	4,247	\$30.00	\$127,410.00
8.	Install 5' Concrete Sidewalk	LF	3,067	\$45.00	\$138,015.00
9.	Install Type I ADA Sidewalk Ramp	EA	35	\$1,900.00	\$66,500.00
10.	Install Type II ADA Sidewalk Ramp	EA	26	\$2,400.00	\$62,400.00
11.	Install Mid-Block ADA Sidewalk Ramp	EA	2	\$2,100.00	\$4,200.00
12.	Full Width Milling 2" Depth	SY	102,957	\$2.00	\$205,914.00
13.	6" Depth Asphalt Crack Repair (optional as directed by Engineer)	SY	3,758	\$86.00	\$323,188.00
14.	4" Depth Asphalt Base Repair (optional as directed by Engineer)	SY	3,014	\$58.00	\$174,812.00
15.	Install 2" BM-2FR Asphaltic Concrete Surface	Tons	11,737	\$88.00	\$1,032,856.00
16.	Install 4" Yellow Solid Line Painted Pavement Marking	LF	4,352	\$1.50	\$6,528.00
17.	Install 6" White Solid Line Painted Pavement Marking	LF	37	\$2.50	\$92.50
18.	Install School Crosswalk	LF	181	\$20.00	\$3,620.00
19.	Remove and Replace Curb Inlet (optional as directed by Engineer)	EA	2	\$8,500.00	\$17,000.00
20.	Remove and Replace Curb Inlet Top (optional as directed by Engineer)	EA	4	\$380.00	\$1,520.00
21.	Adjust Existing Manhole (optional as directed by Engineer)	EA	2	\$3,000.00	\$6,000.00
22.	Adjust Existing Water Valve (optional as directed by Engineer)	EA	4	\$800.00	\$3,200.00
23.	Install and Remove Street Maintenance Sales Tax Signs	EA	5	\$400.00	\$2,000.00
24.	Concrete Driveway Patch (optional as directed by Engineer)	SF	200	\$300.00	\$60,000.00
25.	Mobilization	LS	1	\$100,000.00	\$100,000.00
26.	Traffic Control	LS	1	\$30,000.00	\$30,000.00
<b>TOTAL BASE BID</b>					<b>\$3,723,150.50</b>
201.	Full Width Milling 1" Depth	SY	3,542	\$2.00	\$7,084.00
202.	Install 3" BM-2FR Asphaltic Concrete	Tons	606	\$90.00	\$54,540.00
203.	4" Depth Asphalt Base Repair (optional as directed by Engineer)	SY	874	\$65.00	\$56,810.00
204.	6" Depth Asphalt Crack Repair (optional as directed by Engineer)	SY	46	\$85.00	\$3,910.00
205.	Asphalt Wedge (Driveways)	SY	30	\$60.00	\$1,800.00
206.	Filling and Grading (Seeding Included)	SY	890	\$12.00	\$10,680.00
<b>BID ADDITIVE TOTAL</b>					<b>\$134,824.00</b>
<b>OWNER'S CONTINGENCY ALLOWANCE</b>					<b>\$50,000.00</b>
<b>GRAND TOTAL</b>					<b>\$3,907,974.50</b>

Submitted by: Leslie E. Donnelly  
 Leslie Donnelly, P.E., Project Manager



2/8/2024  
 Date



# City of Olathe

## COUNCIL AGENDA ITEM

**MEETING DATE:** 3/5/2024

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Nate Baldwin

**SUBJECT:** Consideration of quote from Renaissance Infrastructure Consulting for surveying services associated with the West Cedar Creek Sewer Interceptor Project, 1-C-011-24.

**TITLE:**

Consideration of quote from Renaissance Infrastructure Consulting for surveying services associated with the West Cedar Creek Sewer Interceptor Project, 1-C-011-24.

**SUMMARY:**

This project includes the design and construction of a new gravity sanitary sewer interceptor from the City’s existing 159th Street and Cedar Lake lift stations to the south end of Lake Olathe along Dennis Avenue. The construction of the interceptor will allow for the decommissioning of both lift stations. At the north end of the interceptor, a new regional lift station will be constructed, and all flows will be pumped through a new force main from the lift station at Dennis Avenue all the way to the City’s Cedar Creek Wastewater Treatment Plant located on 119th Street west of Clare Road. These improvements will also allow for sanitary sewer service to areas along Old 56 Highway west of Robinson Drive that currently do not have the ability to be provided service.

An RFQ for design services for this project was issued earlier this year. Staff intends to bring a Professional Services contract to Council for consideration later this spring. Professional Service Agreements for design of construction projects typically include services for survey work. Allowing Renaissance Infrastructure Consulting (RIC) to begin survey work now will accelerate the design schedule. Additionally, starting the survey work now before the trees leaf out for the season will allow for a better and easier survey, thus reducing the overall cost of the survey work.

The City utilized our existing Surveying Services Price Agreement with RIC to secure a quote for these services. The quote for the services is \$57,500.00.

Surveying work is anticipated to begin immediately after acceptance of this quote and should be complete by Summer 2024. It is anticipated that construction on this project will begin in Spring 2025 with completion anticipated in Fall 2026.

**FINANCIAL IMPACT:**

Funding for the West Cedar Creek Sewer Interceptor Project, as approved in the 2024-2028 Capital Improvements Plan, includes:

Revenue Bonds	\$26,474,500
<u>SDF</u>	<u>\$17,968,300</u>
<b>Total:</b>	<b>\$44,442,800</b>

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**MEETING DATE:** 3/5/2024

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**ACTION NEEDED:**

Approval of quote from Renaissance Infrastructure Consulting for surveying services associated with the West Cedar Creek Sewer Interceptor Project, 1-C-011-24.

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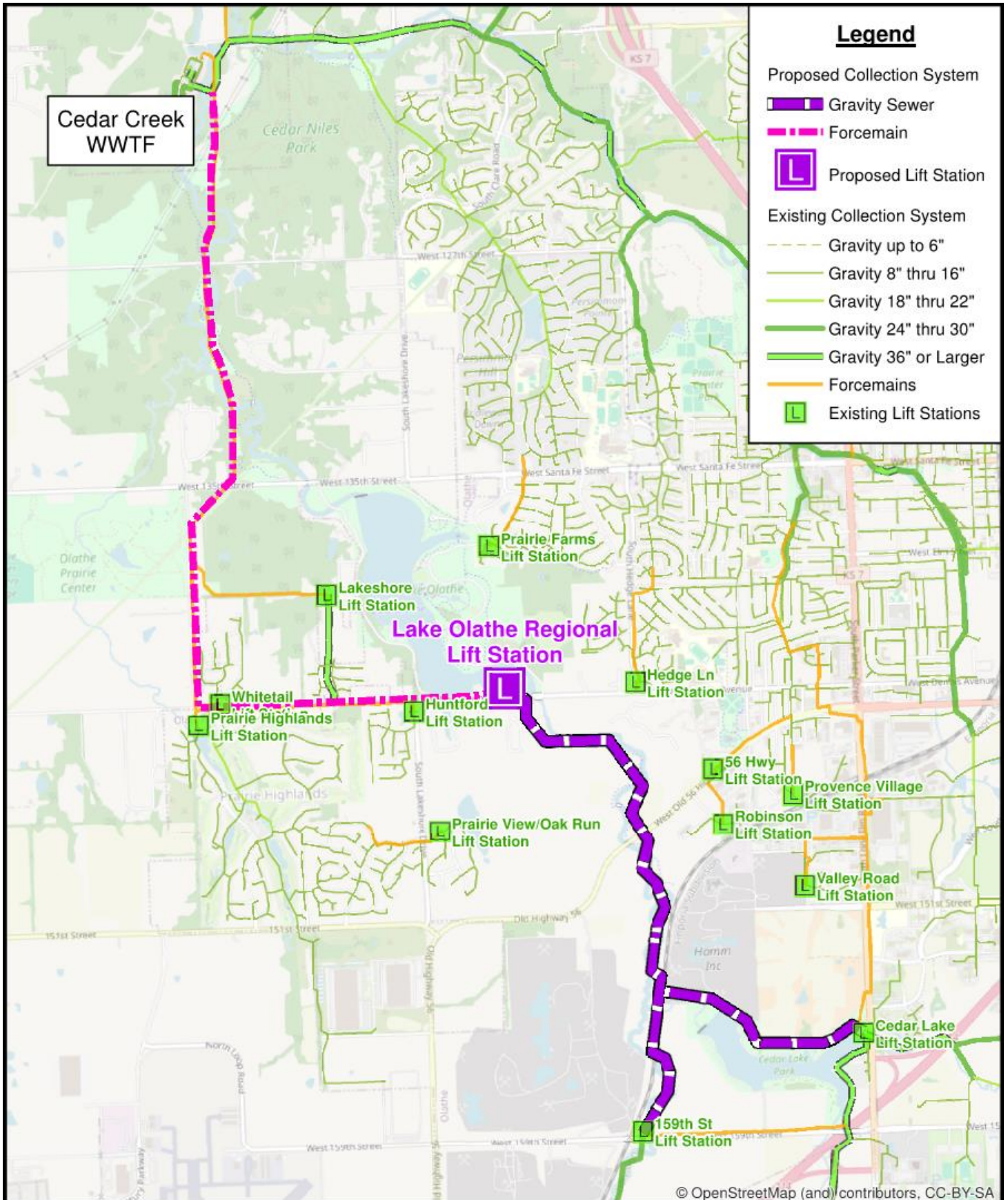
**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Quote
- D. Price Agreement

# Project Location Map

## West Cedar Creek Sewer Interceptor

### PN: 1-C-011-24





**Project Fact Sheet**  
**West Cedar Creek Sewer Interceptor Project**  
**PN 1-C-011-24**  
**March 5, 2024**

**Project Manager:** Nate Baldwin / Aaron Wasko

**Description:** The project includes the design and construction of a new gravity sanitary sewer interceptor from the City’s existing 159th Street and Cedar Lake lift stations to the south end of Lake Olathe along Dennis Avenue. The construction of the interceptor will allow for the decommissioning of both lift stations. At the north end of the interceptor, a new regional lift station will be constructed, and all flows will be pumped through a new force main from the lift station at Dennis Avenue all the way to the City’s Cedar Creek Wastewater Treatment Plant located on 119th Street west of Clare Road.

**Justification:** The City of Olathe continues to grow in the southwestern portion of the City, with new residential, commercial, and industrial developments being constructed in the past 10 years with several more planned for the immediate future. As this area of the City continues to grow, the City commissioned a 2019 study to review the capacity of existing infrastructure serving the area and plan for future infrastructure needed to support this growth. Results of the study showed that the City was near capacity of the existing sanitary sewer system and to handle further growth, additional capacity would be needed.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Preliminary Design Survey	On-call Surveying Services	03/05/2024
Design:	RFQ	01/24/2024
	Consultant Selection	Spring 2024 – Estimate
	Construction Manager Selection	Spring 2024 – Estimate
Land Acquisition:		Fall/Winter 2024 – Estimate
Utility Relocation:		Fall/Winter 2024 – Estimate
Construction:	Bid Award	Spring 2025 – Estimate
	Completion	Fall 2026 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2024-2028	\$44,442,800
Project Authorization	01/09/2024	\$44,442,800
Quote for Survey Services	03/05/2024	\$57,500
Professional Services Agreement		
Construction Management Services Agreement		
Land Acquisition		
Utility Relocation and Reimbursement Agreements		
Accept Bids/Award Contract		



<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
Revenue Bonds	\$26,474,500	2024-2026
SDF	<u>\$17,968,300</u>	2024-2026
	<b>\$44,442,800</b>	
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 5,932,000	\$0
Land Acquisition	\$ 750,000	\$0
Staff	\$ 195,000	\$0
Inspection	\$ 985,000	\$0
Utilities	\$ 250,000	\$0
Construction	\$33,408,400	\$0
<u>Contingency</u>	<u>\$ 2,922,400</u>	<u>\$0</u>
<b>Total</b>	<b>\$44,442,800</b>	<b>\$0</b>

February 19, 2024

City of Olathe, Kansas  
Attn: Aaron Wasko, Sr Project Manager (CE IV)  
100 East Santa Fe  
Olathe, KS 66061

Re: City of Olathe West Interceptor Sewer Boundary/Topographic Survey Strip Map

Mr. Wasko,

Hello, below is the proposed cost for surveying for the west interceptor sewer boundary and topographic survey. The scope includes the following:

1. Task 0012 (Option): Topographic Survey

Task Summary:

- RIC will perform a boundary/topographical on proposed interceptor sewer as shown on the attached exhibit. This topo will include one-foot contours. The survey will be completed by a surveyor licensed in the state of Kansas.
- The topographic survey will set horizontal & vertical control (NAD 83 & NAVN 88), locate utilities.

LiDAR

- RIC will provide LiDAR mapping of the site as a reference for the conventional topo.

Deliverable

- RIC will provide CAD drawing of the Boundary/Topographic survey above.

Total Cost \$57,500

Easements/City Agreements

- Various easements and legal descriptions may be required throughout the project development process for public easements. RIC's licensed land surveyor will prepare legal descriptions and exhibits for as needed for the project at a cost of \$750 per document.

Title Reports

- At the request of the City RIC will order title reports for all affected properties at cost.

Please contact me at [rdill@ric-consult.com](mailto:rdill@ric-consult.com) or 913-317-9500 should you have any questions or require any additional information. We look forward to continuing to serve you on this and future projects.

Very Respectfully:




Roger Dill, PLS  
Project Manager/Executive Vice President

---

By signing below, you acknowledge that you have full authority to bind Client to this agreement.

**RENAISSANCE INFRASTRUCTURE CONSULTING (RIC)**

By  \_\_\_\_\_ Roger Dill, P.S.

Title: Executive Vice President, Survey Manager

If you are in agreement with the preceding proposal, please have an authorized member of Client sign below:

**CITY OF OLATHE, KANSAS**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



Contract for: **Surveying Services**

Agreement Number: **18-0219**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **07/30/2023 - 08/01/2024**

Vendor Name/Number: Renaissance Infrastructure Consulting

Contact: Heidi Davis

Address: 132 Abbie Avenue

Phone: 913-317-9501

Kansas City, KS 66103

Email: hdavis@RIC-consult.com

Department: Infrastructure

Payment Terms: Net 30

Accepts City's P-card:  Yes  No

**Contract Items:**

1. Hourly rate for Survey Crew (2-person crew) - \$185.00 hour
2. Hourly rate for Techs/Draftsman - \$101.00 hour
3. Hourly rate for Surveyor - \$148.00 hour
4. Hourly rate for Engineer - \$128.00 hour
5. Estimated cost for typical 8-hour day of surveying - \$1,958.00 day

Three (3) days advanced notice required.



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

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**FOCUS AREA:** Infrastructure

**STAFF CONTACT:** Mary Jaeger/ Zach Hardy

**SUBJECT:** Consideration of award of contract to Murphy Tractor and Equipment Company for the purchase of one John Deere 60P Compact Excavator for the Field Operations division of Infrastructure.

---

**TITLE:**

Consideration of award of contract to Murphy Tractor and Equipment Company for the purchase of one John Deere 60P Compact Excavator for the Field Operations division of Infrastructure

---

**SUMMARY:**

Murphy Tractor and Equipment Company, an Olathe vendor, submitted a bid via Sourcewell contract #032119-JDC for the purchase of one (1) John Deere 60P compact excavator and hammer attachment. This will be a replacement of a 2008 Komatsu Excavator.

The Utilities Department of the Field Operations Division of Infrastructure will utilize this excavator for maintenance and repair of utilities infrastructure.

Staff recommends award of contract to Murphy Tractor and Equipment Company.

---

**FINANCIAL IMPACT:**

\$109,000.00 to be funded through the Vehicle and Equipment Replacement Fund.

---

**ACTION NEEDED:**

Award of contract to Murphy Tractor and Equipment Company.

---

**ATTACHMENT(S):**

A. Contract

---

## CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Murphy Tractor and Equipment Company, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs a John Deere 60 P compact excavator, and contracts with Vendor for the purchase of equipment in **Exhibit A**.

**1. FEES, EXPENSES.** City agrees to pay Vendor an amount not to exceed \$109,600.00 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses.

**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.

**4. PAYMENT.** 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. 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. It is the City standard to pay Vendors via ACH. Vendor agrees to receive payment via ACH.

**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:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

Murphy Tractor and Equipment Company

By: \_\_\_\_\_  
NAME & TITLE  
15854 S. US 169 Hwy  
Olathe, KS 66062

**Exhibit A**  
**Vendor's Proposal**

Quote Id: 30009621

---

Prepared For:  
**CITY OF OLATHE PUBLIC WORKS DEPARTMENT**



Prepared By: **WILL ARENS**

Murphy Tractor & Equipment  
15854 S Us 169 Hwy  
Olathe, KS 66062

Tel: 913-298-7373  
Mobile Phone: 816-507-6671  
Email: [warens@murphytractor.com](mailto:warens@murphytractor.com)

**Quote Id:** 30009621

---

27 November 2023

CITY OF OLATHE PUBLIC WORKS DEPARTMENT  
PO BOX 768  
OLATHE, KS 66051

We are pleased to quote you 1 new John Deere 60 P per Sourcewell contract #032119-JDC. Specified per City of Olathe to include published and unpublished options.

WILL ARENS  
913-298-7373  
Murphy Tractor & Equipment

**Quote Summary**

**Prepared For:**  
 CITY OF OLATHE PUBLIC WORKS DEPARTMENT  
 PO BOX 768  
 OLATHE, KS 66051  
 Business: 913-971-9045  
 jwood@olatheks.org

**Prepared By:**  
 WILL ARENS  
 Murphy Tractor & Equipment  
 15854 S Us 169 Hwy  
 Olathe, KS 66062  
 Phone: 913-298-7373  
 Mobile: 816-507-6671  
 warens@murphytractor.com

**Quote Id:** 30009621  
**Created On:** 27 November 2023  
**Last Modified On:** 28 November 2023  
**Expiration Date:** 31 January 2023

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2024 JOHN DEERE 60 P-Tier Compact Excavator	\$ 109,600.00 X	1 =	\$ 109,600.00
John Deere Extended Warranty-24 Month/2000 Hour Comprehensive	\$ 0.00 X	1 =	\$ 0.00
<b>Equipment Total</b>			<b>\$ 109,600.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 109,600.00
SubTotal	\$ 109,600.00
Total	\$ 109,600.00
<b>Balance Due</b>	<b>\$ 109,600.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 30009621

**Customer:** CITY OF OLATHE PUBLIC WORKS DEPARTMENT

## 2024 JOHN DEERE 60 P-Tier Compact Excavator

**Hours:** 0  
**Stock Number:** 232463

Code	Description	Qty
0190FF	16" TRACKS, CAB, 6'1"	1
<b>Standard Options - Per Unit</b>		
<b>Dealer Attachments</b>		
ML45	Tag Dromone Multilock Hydraulic Coupler	1
1844MX2-3060-NY04A3S	Tag 18" HD Tooth Bucket	1
3044MX2-3060-NY05A3S	Tag 30" HD Tooth Bucket	1
	Deadpins	2
FX55	New 2023 FURUKAWA FX55a FSP, 50/60, PIN GRBR CAP, CHISEL	1
<b>Service Agreements</b>		
	John Deere Extended Warranty - 24 Month/2000 Hour Comprehensive	

**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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. 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.
- E. 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.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- G. 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:** 3/5/2024

---

**FOCUS AREA:** Quality of Life

**STAFF CONTACT:** Mike Sirna, John Brockus

**SUBJECT:** Consideration of approval of naming a new city park; Pioneer Park.

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**TITLE:**

Consideration of approval of naming a new city park; Pioneer Park.

---

**SUMMARY:**

The Parks and Recreation Foundation recommends the name "Pioneer Park" for the property donated to the City by the Hoff family, Parcel ID DF231311-4019, per O.M.C. 2.40.060, Resolution No. 07-1030 (City Council Policy A-5).

At the February 20<sup>th</sup> Council meeting, staff presented current plans for the park, discussed the land history, and proposed naming the park "Pioneer Trails Park." Concerns were raised about potential confusion with Pioneer Trail Middle School. As a result, the Parks and Recreation Foundation agreed that the name "Pioneer Park" would be better suited for the park, mitigating confusion while still maintaining the original intent of the name.

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**FINANCIAL IMPACT:**

None.

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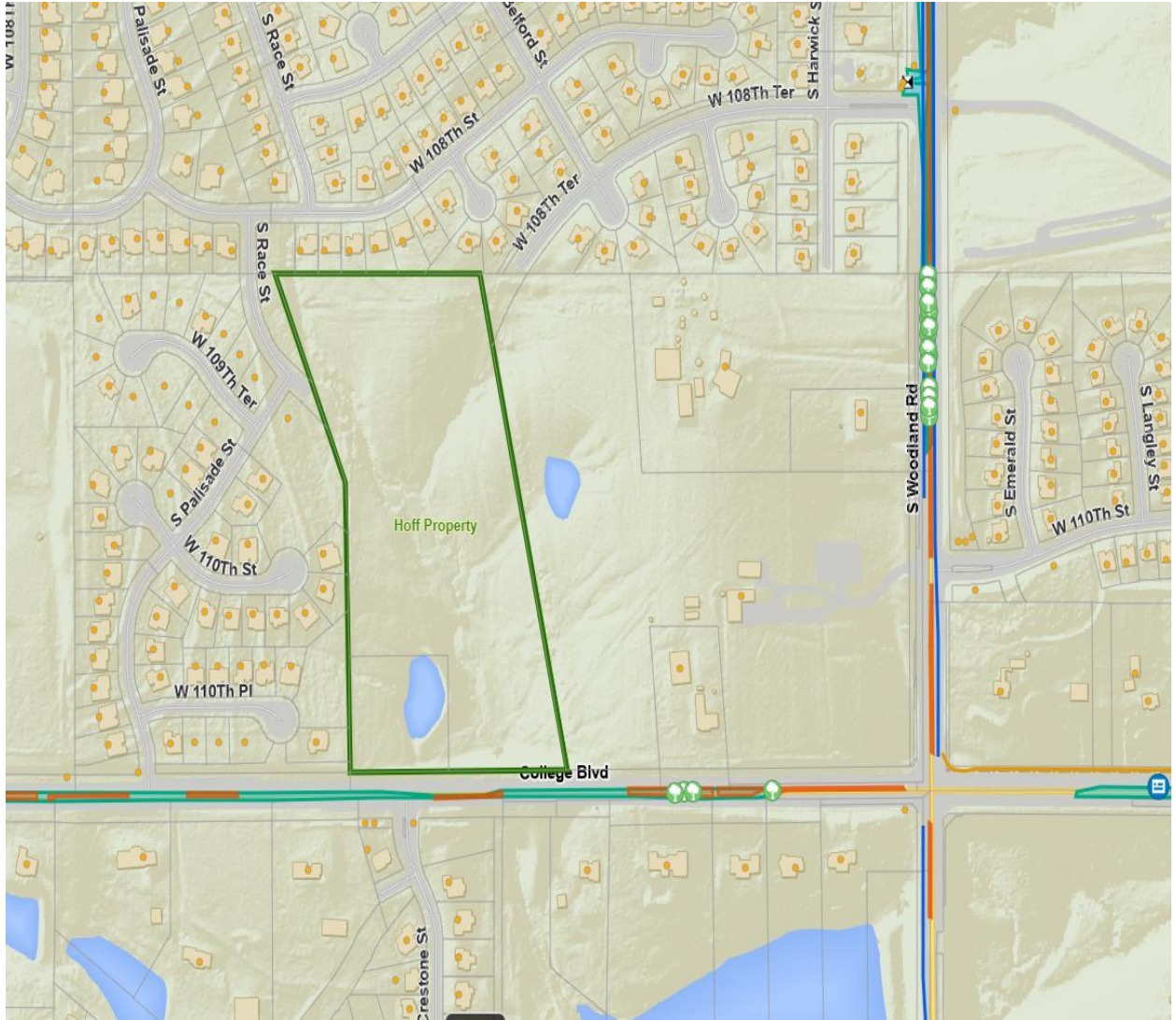
**ACTION NEEDED:**

Approve the park name "Pioneer Park" for the park under development at Parcel ID DF231211-4019.

---

**ATTACHMENT(S):**

- A. Pioneer Park Map



Park Property is outlined in green. It is near the intersection of College Blvd and Woodland Rd.



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 3/5/2024

---

**FOCUS AREA:** Quality of Life

**STAFF CONTACT:** Mike Sirna/John Brockus

**SUBJECT:** Consideration of award of contract to Moridge Manufacturing, Inc for the purchase of five 932G Grasshopper Mowers for the Parks Maintenance Division of Quality of Life.

---

**TITLE:**

Consideration of award of contract to Moridge Manufacturing, Inc for the purchase of five 932G Grasshopper Mowers for the Parks Maintenance Division of Quality of Life.

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**SUMMARY:**

Moridge Manufacturing, Inc. submitted a quote to the City of Olathe, based on the State of Kansas cooperative contract #53340, for five 932G Grasshopper Mowers to be used by the Park Maintenance Division. These new units will replace five current 2019 Grasshopper units in the parks fleet.

The Parks Maintenance Division of Quality of Life will utilize these mowers in daily operations for the maintenance of city parks and facilities. These five units will be stationed throughout Olathe at various Park Maintenance satellite locations.

Staff recommends award on contract to Moridge Manufacturing, Inc.

---

**FINANCIAL IMPACT:**

\$96,664.75 to be paid from the Vehicle Equipment Replacement Fund.

---

**ACTION NEEDED:**

Award of Contract to Moridge Manufacturing, Inc.

---

**ATTACHMENT(S):**

A.Contract

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## CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Moridge Mfg, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs Grasshopper Mowers, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

**1. FEES AND EXPENSES.** City agrees to pay Vendor an amount not to exceed \$96,664.75 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses.

**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.

**4. PAYMENT.** 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. 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:

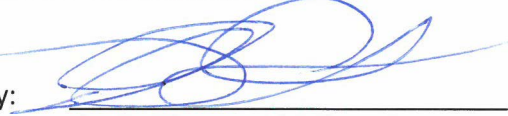
\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

Moridge Manufacturing, Inc.

By:   
Justin Eicher - Bid Coordinator  
105 Old Highway 81 South  
P.O. Box 810  
Moundridge, KS 67107

**Exhibit A**  
**Vendor's Proposal**



# Grasshopper QuikQuote #10011M02731

Quoted Feb 13, 2024

**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
 bdobson@grasshoppermower.com

**Quoted by**  
**Justin Eicher | Moridge Manufacturing, Inc.**  
 P: 620-345-8621 F: 316-462-0593

**Justin Eicher**  
 E: [jeicher@grasshoppermower.com](mailto:jeicher@grasshoppermower.com)  
 P: 620-345-8621

**Quoted for**  
**City of Olathe**  
 PO Box 768  
 Olathe, KS 66051  
 E: [jwood@olatheks.org](mailto:jwood@olatheks.org)  
 P: 913-207-5009

**Note:**  
 Attn: Josh Wood



## Configuration #1

Based on Quote #10011N02729

#	Item	List (Qty 1)	Sale (Qty 1)	Sale Total
5	<b>Model 932 (532182)</b> 962cc Kubota gasoline engine; "no-gears" G3 pump-and-wheel-motor transmission; integrated multi-point suspension; Premier Suspension Seat and shock-absorbing footrest	\$19,460.00	\$14,984.20	<b>\$74,921.00</b>
5	<b>3472PF 72" w/ PowerFold &amp; pneumatic tires standard (532979)</b>	\$5,035.00	\$3,876.95	<b>\$19,384.75</b>
5	<b>Foldable ROPS w/ Seatbelt (533550)</b>	\$180.00	\$153.00	<b>\$765.00</b>
5	<b>Speed-Trimming Roller Kit (LT) (503637)</b>	\$135.00	\$114.75	<b>\$573.75</b>
5	<b>Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included) (503218+503220)</b>	\$265.00	\$204.05	<b>\$1,020.25</b>
<b>Configuration #1 Subtotals:</b>		<b>\$25,075.00</b>	<b>\$19,332.95</b>	<b>\$96,664.75</b>

List Total: \$125,375.00

Contract: \$96,664.75

**Grand Total: \$96,664.75**

**Stipulation(s):**

✓ Quote Expires in 60 days

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer:** QuikQuote is a complementary tool available to authorized Grasshopper equipment dealers ("Dealer"). By using QuikQuote, Dealer assumes full responsibility for accuracy of all quotes, orders, hangtags and warranty registrations. All costs are based on applicable factory Manufacturer Suggested Retail Price ("MSRP"). Dealer is responsible for selecting applicable factory MSRP according to shipment date and/or invoice. Prices and programs are subject to change without notice before or after a quote is prepared. Freight is not included in MSRP. Whole Goods & Accessories will be invoiced based on MSRP at time of shipment. The Grasshopper Company, including its employees, vendors, agencies and/or representatives, is not responsible or liable for miscalculations or other errors (including, but not limited to: selected MSRPs, trade discounts, program discounts, financing fees, program credits, trade in allowances, freight charges, set up charges and sales taxes) made by Dealer or Dealer representatives while using QuikQuote. Contact the Grasshopper factory office or a Grasshopper factory sales representative if questions arise regarding pricing, programs and/or compatibility of available Kits and Accessories.

**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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. 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.
- E. 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.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- G. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

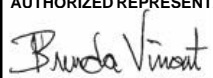
<b>PRODUCER</b> IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C No. Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: PC-1210733 MORIMAN-01	<b>INSURER A:</b> The Travelers Indemnity Company <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> The Charter Oak Fire Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25658 25674 25615

**COVERAGES** **CERTIFICATE NUMBER:** 1761359159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6302R207546IND23	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8102R1688422314G	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4S44901923NF	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB2R2519262314E	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy and Automobile Liability, if required by written contract or agreement, subject to the policy terms and conditions.  
 This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.  
 A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability and Workers Compensation Policy, if required by written contract or agreement, subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Olathe P.O. Box 768 Olathe, KS 66051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

---

**FOCUS AREA:** Quality of Life

**STAFF CONTACT:** Mike Sirna/Barrett Baumgartner

**SUBJECT:** Renewal of Price Agreement with Electronic Technology, Inc.

---

**TITLE:**

Renewal of Price Agreement with Electronic Technology, Inc.

---

**SUMMARY:**

On March 7, 2023, Council approved an agreement with Electronic Technology, Inc. based on Bid Number 9 under MARC(Mid-America Regional Council)/KCRPC(Kansas City Regional Purchasing Cooperative).

This agreement provides for the installation, configuration, and support of surveillance cameras, license plate readers, license plate reader software, and Genetec surveillance software. This agreement is crucial for ensuring continued services for the equipment already in use in existing City intersections as well as renovated and new locations within the City.

The agreement has been renewed by MARC through 10/31/2024. This renewal underscores the vendor's consistent ability to meet our needs, enabling the city to maintain a high level of security and public safety.

Staff recommends the renewal of this agreement with Electronic Technology, Inc.

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**FINANCIAL IMPACT:**

Estimated expenditures are \$750,000. Funding will come from individual operating department budgets, the Technology Replacement Fund, and relevant CIP projects.

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**ACTION NEEDED:**

Renewal of agreement with Electronic Technology, Inc.

---

**ATTACHMENT(S):**

A. Agreement

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**CITY OF OLATHE**  
**AGREEMENT RENEWAL**

This Agreement Renewal (“Renewal”) made this 21st day of February, 2023, by and between the City of Olathe (“City”) and Electronic Technology, Inc. (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Consultant have previously entered into an Agreement, dated March 8, 2023 (“the Agreement”), for surveillance camera equipment and installation; and

WHEREAS, the Agreement was for one year;

WHEREAS, Section 2 of the Agreement provides that the Agreement may be renewed for additional periods upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement will currently expire on March 8, 2024; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement, as modified, is hereby renewed for an additional term of one year, commencing at the expiration of the current term on March 8, 2024. The City agrees to pay an amount not to exceed \$750,000.00 for the contract period.

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: \_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

Electronic Technology, Inc.

By:   
\_\_\_\_\_  
Lisa Reinoehl, CEO, President  
5700 Merriam Dr.  
Merriam, KS 66203

**EXHIBIT A**

**Contract Specifications**





NOTICE OF MARC/KCRPC CONTRACT MODIFICATION  
DATED: October 11, 2023

Bid Title:	Yearly Contract for Surveillance Cameras & Installation
Bid/Contract No.	93 (2R)
Contract Modification No.:	3
Contract Period:	11/01/20 to 10/31/22
Renewal Period 1:	11/01/22 to 10/31/23
Renewal Period 2:	11/01/23 to 10/31/24
Renewal Period 3:	-

**CONTRACTOR:**

Lisa Reinoehl  
Electronic Technology, Inc.  
5700 Merriam Dr.  
Merriam, Kan., 66203

Phone: 913-962-8083  
Fax:  
Email: [lreinoehl@etikc.com](mailto:lreinoehl@etikc.com)

**MODIFICATION TO ORIGINAL CONTRACT:**

The original contract issued November 1, 2020, is revised as follows:

MARC/KCRPC does hereby accept your offer to renew the contract for one year, with one one-year renewal option remaining. The renewal includes the requested price changes as listed on the enclosed pricing list.

By:   
\_\_\_\_\_  
David Warm, Executive Director  
Mid-America Regional Council

10/19/2023  
\_\_\_\_\_  
Date:

By:   
\_\_\_\_\_  
Lisa Reinoehl, CEO, President  
Electronic Technology, Inc.

10-23-23  
\_\_\_\_\_  
Date:

Copy: Contractor / Contract database / KCRPC Program Coordinator / Participants

MARC/KCRPC BID 93 (2R)

LABOR RATES (TAB 1)

MODIFICATION 3 - 11/1/23 TO 10/31/24

ELECTRONIC TECHNOLOGY, INC

**Regular/Repair Service Call:**

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekends	Saturday - Sunday
Holiday	

**Emergency/ Repair Service Call:**

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekends	Saturday - Sunday
Holiday	

**New Work:**

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekend	Saturday - Sunday
Holiday	

**Other:**

Bucket truck rental, includes two operators.  
 Tower crew, rates per person  
 Training costs - include cost per hour or set pricing, training material, travel costs and any other relevant cost breakdowns.  
 Integration costs:

Boring services

Ductwork	Standard 3 inch (KCMO)
Ductwork	City Specification non KCMO Jurisdictions

State any additional delivery costs or mileage rate, for products or service requested by agencies located outside the greater metropolitan Kansas City area.

Non-Prevailing Wage Rates (Also applies to Missouri projects under \$75,000)	
Hourly Rate:	Minimum Hrs.
\$ 105.00	1
\$ 125.00	1
\$ 140.00	1
\$ 185.00	1

Prevailing Wage Work (Missouri only - for projects over \$75,000)	
Hourly Rate:	Minimum Hrs.
\$ 120.00	1
\$ 140.00	1
\$ 165.00	1
\$ 200.00	1

\$ 110.00	1
\$ 130.00	1
\$ 145.00	1
\$ 190.00	1

\$ 125.00	1
\$ 145.00	1
\$ 170.00	1
\$ 205.00	1

\$ 105.00	1
\$ 125.00	1
\$ 140.00	1
\$ 185.00	1

\$ 120.00	1
\$ 140.00	1
\$ 165.00	1
\$ 200.00	1

Hourly Rate:	Minimum Hrs.
\$ 275.00	1
\$ 185.00	1
\$ 1,200.00	1

Hourly Rate:	Minimum Hrs.
\$ 320.00	1
\$ 200.00	1
\$ 1,200.00	1

Refer to Tab 5-4	Per foot	Refer to Tab 5-4	Per foot
" "	Per foot ^	" "	Per foot ^
" "	Per foot ^	" "	Per foot ^

Rate of \$0.665 per mile
--------------------------

\* Minimum of a 2-person crew required for all tower work  
 \*\* Training costs will vary by class type to be covered. This is an average cost per day based on a 10 person participation  
 ^ Refer also to digital submission tables

MARC/KCRPC BID 93

PRODUCT OFFERINGS (TAB 2)

				Electronic Technology, Inc.
MANUFACTURER:	NAME AND EFFECTIVE DATE OF PUBLISHED CATALOG/PRICE SHEET	DISCOUNT (%) OFFERED:	MSRP WEB LINK:	LEAD TIME for DELIVERY OF PRODUCTS (AFTER RECEIPT OF ORDERS) IF AVAILABLE:
CATEGORY A:	VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED			
Genetec	Security Center	20%	Refer to appendices <a href="http://www.genetec.com">www.genetec.com</a>	10 Days to 15 Days
CATEGORY B:	CONTROLLED BUILDING ACCESS			
Genetec	Security Center	20%	Refer to appendices	10 Days to 15 Days
CATEGORY D:	CABLING COSTS (EXCLUDING LABOR)			
CommScope	CAT 5 & CAT 6 Cable	15%	Furnish by Quotes	10 Days
Corning	Fiber	10%	Furnish by Quotes <a href="http://www.commscope.com">www.commscope.com</a> <a href="http://www.corning.com">www.corning.com</a>	6 to 8 months
CATEGORY E:	OFF-SHELF (OTHER SIMILAR SURVEILLANCE/SECURITY PRODUCTS OFFERED, BUT NOT LISTED ABOVE)::			
	Note: For additional details regarding Vendor product lines refer to Tab 5-4			

Contract Pricing - Most Used Equipment / MARC Bid No. 97	Discount % off MSRP	Note
iPhone	10%	*
Altronix	10%	*
Antica - Video Encoders \ Decoders	10%	*
ASSA ABLOY	10%	*
Axis Communication	15%	
Bosch Cameras	25%	*
Bridgewave Wireless	15%	*
BriefCam	10%	*
Cambium Wireless	12%	*
Ceragon Wireless Radios	20%	*
Cisco Equipment	15%	*
Code Blue Station	12%	*
Cradle Point Cellular Modems	10%	*
DDB Enclosure	10%	*
Ditek	10%	*
Genetec ALPR Products	15%	
Genetec Hardware AD types	20%	
Genetec Security Center Video	20%	
Genetec Synergis Access Control	20%	
HES	10%	*
HID	10%	*
HP equipment	10%	*
Jupiter Video Wall equipment	12%	*
Louroe Audio products	10%	*
Panasonic Cameras	15%	
Photo Cell Power taps	\$125.00	
Protera Network	15%	*
Radwin Wireless Radios	20%	
Ruckus Wireless	20%	*
Ruggedcom Switch products	12%	*
Securtron	10%	*
Siklu Wireless	15%	*
<del>Southern MFG Enclosure 16H x 14W x 11 D #2 Key</del>	Deleted	
Aluminum Enclosure (16" x 16" x 10") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$720.00	New
Aluminum Enclosure (12" x 12" x 11") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$660.00	New
Aluminum Enclosure (12" x 12" x 6") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$580.00	New
Stone Lock Pro-Facial Recognition	10%	*
Transition Network	15%	*
Network Cat 6 Cable Drop 100 meters or less	\$275.00 each	
Fiber splice Prep Time getting ready to splice per location	\$150.00	
Fiber Splicing only per splice	\$60.00	
Fiber Testing both OTDR and Power meter with report per splice	\$70.00	
Fiber Inground splice enclosure Corning	\$410.00	
Fiber rack mount LIU Corning CCH-01-U	\$327.00	
Fiber Cassette Corning 12 fiber single mode LC connector	\$533.00	
Mobilization for equipment to do boring	\$800.00	
Boring: per foot cost with no rock	\$25.00	
Rock Saw: per foot cost	\$60.00	
Rock Bore: per foot cost	\$160.00	
2 inch HDPE per foot with Pull tape installed	\$3.00 per foot	
3 inch HDPE per foot with pull tape installed	\$4.00 per foot	
Locate Wire per foot	\$1.00 per foot	
Supply and set Hand Holds 17x30x18	\$1,150.00	
Supply and set Hand Holds 24x36x24	\$1,350.00	
Backhoe with operator day rate	\$2,600.00	
Mini-Excavator with operator day rate	\$2,300.00	
Skid Steer with operator day rate	\$2,300.00	
Labor Rate	\$150.00	
Technical support 24/7 Standby / On Call	\$170.00 Daily Rate Plus call-in rate if need at \$135.00 Per-Man hour	
* Because Selected Vendors change pricing often, when asked for at the time of quoting, ETI can provide concurrent MSRP prices. Note: Due to potential vendor promotion additional discount may be applied.		

MARC/KCRPC BID 93 SECTION 4.0 SPECIFICATIONS (TAB 3)

		Electronic Technology, Inc.		Response/Exceptions/Alternate:
Comply? Check YES or NO for each statement. If response is NO, bidders must state alternate proposed. Bidders may attach separate sheet for alternate proposal.				
<b>VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE</b>				
4.1	All camera brackets on the pole at location, shall be mounted using a metal strap band mounting bracket so that no drilling into the pole is required to hold the camera.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	No alternates allowed.
	Mount on:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Street-Light Poles	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Traffic Signal Standards	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Building exteriors/interiors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Radio Towers	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Vehicles	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Overpasses/bridges	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.2	A NEMA rated box may be required of sufficient size to hold necessary equipment for the installation. Box may need to be color matched. Vendor may be required to connect to electrical power available at the site.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.3	Remote Mount Cameras features must include:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	IP Addressable	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Genetec compatible	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	PoE (Power Over Ethernet)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Web Interface with User/PW login	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	ONVIF Compatible	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Local EDGE recording capability	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Minimum 1080p resolution (State max resolution)			Maximum 20 Megapixels on 1 lens
4.4	Enclosure for Camera	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	All weather (Exterior cameras only)			
4.5	Integration Services	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Vendor will propose solution and necessary equipment and services to achieve desired capability.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.6	<b>VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED</b>			
	Must be certified Genetec certified distributor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Must be proficient in network & firewall configuration to support camera network	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.7	<b>Wireless Connectivity</b>			
	Radwin Certified	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.8	<b>CONTROLLED BUILDING ACCESS</b>			
	Systems and components shall be able to screen and validate employees and visitors using various readers (i.e. swipe card-keypad, proximity, biometric identification).	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Electromagnetic door lock.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Surface-mount door contact and switch, and electric door strike, heavy duty.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Includes request to exit button signage.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Includes request to exit PIR motion sensors.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Touchless panels	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Panic alarms, under desk	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
4.9	<b>CABLING</b>			
	Single & multi-mode fiber splicing to include waterproof enclosures	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Cat 5/Cat 6 termination and testing	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Fiber optic cable termination in cassette or panel	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	OTDR and power meter testing of fiber cable	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Boring to include earth, rock or external walls (Vendor must be able to install orange colored, 3 inch conduit or two, 2 inch conduits as required)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Pull Box (Hand Hole) installation in earth/rock/pavement (KCMO installations must meet KCMO TCD-0-6 & TCD-0-6a Type II)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	Fiber optic cable must be single mode, rated appropriately for inside or outside plant use (KCMO installations to meet KCMO standard available at: )	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
	<a href="https://drive.google.com/file/d/1jFA3lgkbi-s6TSNmFjCPXx3bRN7dMQ6/view">https://drive.google.com/file/d/1jFA3lgkbi-s6TSNmFjCPXx3bRN7dMQ6/view</a>			

MARC/KCRPC BID 93 TAB 4 - BIDDERS CHECKLIST - SUBMITTAL RESPONSE -

BIDDER: Electronic Technology, Inc.

	Signed and Included? Designate "Yes or No"	
Addendum(s) signed and included? <i>Bidders shall confirm if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at www.marc.org/kcrpc/ or www.demandstar.com.</i>	<u>Yes v</u>	No
Section 5.0 Submittal Section - References, Key Personnel, Subcontractors, Available Equipment? Completed and signed by authorized person.	<u>Yes v</u>	No
Appendix A - Addendum 1 REVISED Pricing Section Tab 1 - Labor Rates / Tab 2 - Discounts Offered and Manufacturers / Tab 3 - Specifications/Response and Tab 4 - Excel sheet	<u>Yes v</u>	No
Appendix B - Authorization-Collusion Affidavit	<u>Yes v</u>	No
Appendix C - Disabled Veterans Preference (Missouri)	<u>Yes v</u>	No
Appendix D - Bidder Warranties	<u>Yes v</u>	No
Appendix E - E-Verification	<u>Yes v</u>	No
Appendix F - Missouri Products Preference	<u>Yes v</u>	No
Appendix G - Bidder Guarantees	<u>Yes v</u>	No
Appendix H - Debarment Certification	<u>Yes v</u>	No
Appendix I - Intent to Perform as MBE-WBE	<u>Yes v</u>	No
Appendix J - Affirmative Action	<u>Yes v</u>	No
Appendix K - Lobbying	<u>Yes v</u>	No
Allow Cooperative Purchasing By Other Entities (Non-Participants)	<u>Yes v</u>	No
Payment terms are Net 30 . Do you offer discount for early payment (i.e. Net 15 - 2 percent discount)?	No discount for 15 days	
Government procurement cards accepted?	Yes, at 2% (two percent) charge	
Geographical service coverage (local, state or national):	States of; Arkansas, Iowa, Kansas, Missouri, and Nebraska	

Annual maintenance service agreement available? Provide details or submit sample agreement.	Please refer to warranty page.
Annual maintenance services - Do you offer multi-year pre-payment discount? If yes, state discount and terms.	Please refer to warranty page.
Warranty - Parts - state warranty period	See warranty information on included page.
Warranty - Labor - state warranty period	45 Days
Warranty - Extended state cost and availability	Extended warranty varies from vendor to vendor
Describe policy/process to replace equipment due to damage, theft or repair during warranty period	Please refer to warranty page.
Describe ability to deactivate equipment immediately	Remote connection utilizing Team Viewer software
Describe security and fraud detection capability	Please refer to security / fraud page
Describe website presence - functionality on website	Website
Technical support, 24/7 capability? If yes, state availability including contact information.	Yes, ETI offers 24/7 technical support

**EXHIBIT B**  
**Insurance Requirements**

## Exhibit B

### CITY OF OLATHE INSURANCE REQUIREMENTS

**A. Insurance.** Consultant agrees to secure and maintain throughout the duration of this 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 Automobile 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. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

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

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

3. **Worker's Compensation and Employer's Liability:** Workers compensation insurance must protect Consultant 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:** Consultant must maintain throughout the duration 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 Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must



include: 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.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant'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 Consultant.
- C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.
- D. Verification of Coverage**
1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the 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 Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Johnston Fiss Insurance, 5225 W. 75th Street, Suite 200, Shawnee Mission, KS 66208. CONTACT NAME: insurance@johnstonfiss.com. PHONE: (913) 396-0800. FAX: (913) 396-0835. INSURER(S): TRAVELERS INSURANCE COMPANY.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Olathe as additional insured on general liability and commercial auto liability.

CERTIFICATE HOLDER: City of Olathe, Kansas, 100 E. Santa Fe Street, Olathe, KS 66061. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Chris Boyle



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 3/5/2024

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**FOCUS AREA:** Economy, Community Development

**STAFF CONTACT:** Andrea Fair, Planner II

**SUBJECT:** RZ23-0015: Rezoning and Preliminary Plat for Abbey Valley; Applicant: Jib Felter, AAG Investments, Inc.

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**TITLE:**

Consideration of Ordinance No. 24-07 (RZ23-0015), requesting approval of a rezoning from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District and a preliminary plat for Abbey Valley on approximately 20 acres; located northeast of W. 167th Street and S. Ridgeview Road. Planning Commission recommended approval 8 to 0.

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**SUMMARY:**

The applicant is requesting approval of a rezoning to the R-1 (Residential Single-Family) District and a preliminary plat for Abbey Valley. The preliminary plat includes 51 single-family lots and five (5) tracts. The lots range in size from 7,800 square feet to 17,800 square feet with an average size of 15,000 square feet. Amenities include a pickleball court and landscape area located in the center of the development. Trees will be preserved at the southwest corner of the property in excess of UDO requirements.

The R-1 District directly aligns with the future land use map of the PlanOlathe Comprehensive Plan which designates the property as Conventional Neighborhood. The proposal also aligns with several policies of the PlanOlathe Comprehensive Plan and meets the Golden Criteria as outlined in the Planning Commission Packet.

The public hearing was held on February 12, 2024 and no members of the public spoke. The Planning Commission voted 8-0 to recommend approval of RZ23-0015 as presented in the meeting minutes.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

1. Approve Ordinance No. 24-07 for a rezoning to the R-1 District as recommended by the Planning Commission (4 positive votes required).
  2. Deny Ordinance No. 24-07 for a rezoning to the R-1 District (5 positive votes required).
  3. Return the application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove (4 positive votes required).
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**ATTACHMENT(S):**

- A. Planning Commission Packet
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**MEETING DATE: 3/5/2024**

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- B. Planning Commission Minutes
- C. Ordinance No. 24-07



## STAFF REPORT

Planning Commission Meeting: February 12, 2024

<b>Application:</b>	<b>RZ23-0015 Request for a rezoning from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District and a Preliminary Plat for Abbey Valley</b>
<b>Location:</b>	Northeast of 167 <sup>th</sup> Street and Ridgeview Road
<b>Owner:</b>	Dan Himmelberg, Roman Catholic Archdioceses of Kansas City in Kansas
<b>Applicant:</b>	Jib Felter; AAG Investments, Inc.
<b>Engineer:</b>	Doug Ubben, Jr.; Phelps Engineering Inc.
<b>Staff Contact:</b>	Andrea Fair, AICP ; Planner II

<b>Site Area:</b>	<u>20 acres</u>	<b>Proposed Use:</b> <u>Single-family residential</u>
<b>Proposed Density:</b>	<u>2.6 units/acre</u>	<b>Plat:</b> <u>Unplatted</u>
<b>Existing Zoning:</b>	<u>CTY-RUR (County Rural)</u>	<b>Proposed Zoning:</b> <u>R-1 (Single-Family Residential)</u>
<b>Lots:</b>	<u>51</u>	<b>Tracts:</b> <u>5</u>

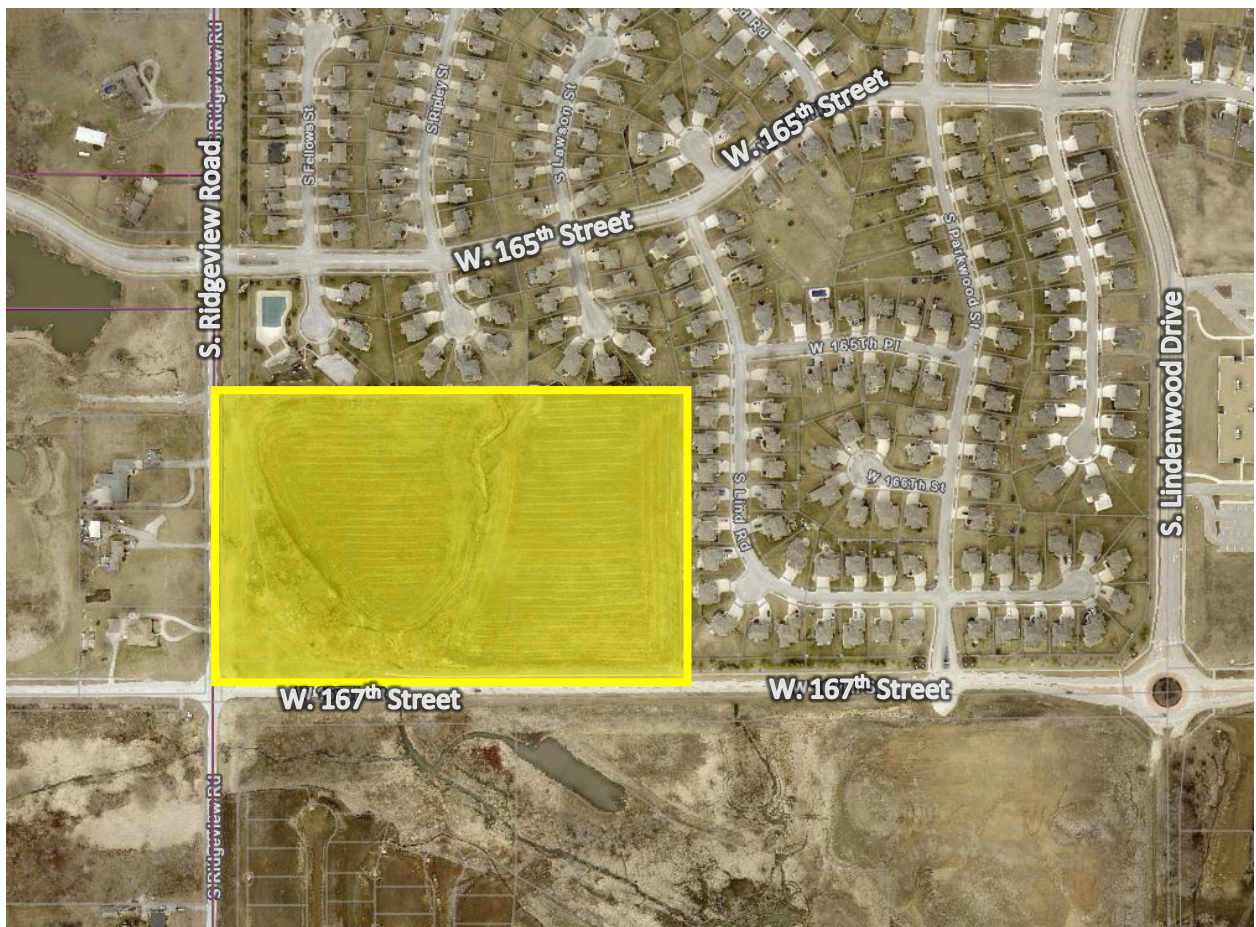
Plan Olathe Land Use Category			
Site	Conventional Neighborhood	Existing Use	Existing Zoning
		<b>Agriculture</b>	<b>CTY-RUR (County Rural)</b>
<b>North</b>	Conventional Neighborhood	Single-Family Residential	R-1 (Single-Family Residential)
<b>South</b>	Secondary Greenway	Vacant and Single-Family Residential	R-1 (Single-Family Residential)
<b>East</b>	Secondary Greenway	Single-Family Residential	R-1 (Single-Family Residential)
<b>West</b>	Secondary Greenway	Single-Family Residential	CTY-RUR (County Rural)

## 1. Introduction

The applicant is requesting a rezoning from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District for the Abbey Valley subdivision. The property is located at the northeast corner of 167th Street and Ridgeview Road. The proposed rezoning to the R-1 District is required to allow the development of a single-family home subdivision. A preliminary plat with 51 single-family lots and 5 tracts accompanies this rezoning request. The 20-acre site will be constructed in one phase with a pickleball court located in the center of the subdivision in Tract E.

## 2. History

The property was annexed into the City of Olathe in March 2002 (ANX-01-02) with the Coffee Creek Annexation and has historically been used for agricultural purposes. There are no existing structures on the property.



*Site location map – outlined in yellow.*

## 3. Existing Conditions

The existing site is undeveloped farmland. The property gently slopes to the south and is bisected by a stream central to the property, and at the southwest perimeter of the property. Both streamways drain into a box culvert near the south property line. Most of the existing

tree canopy is located at the southwest perimeter of the property and will be preserved with this application.



*View of the subject property looking north.*

#### 4. Zoning Standards

- a. **Land Use** – The applicant is seeking a change of zoning to allow for the construction of detached single-family homes within the R-1 District. Permitted uses in the R-1 District include uses such as, but not limited to, single-family homes, assisted living facilities, schools, and religious facilities. The site is designated as Conventional Neighborhood on the PlanOlathe Future Land Use Map and the requested R-1 District directly aligns with this future land use designation.
- b. **Lot Standards** – The preliminary plat includes 51 single-family residential lots. All lots exceed the minimum lot size requirement of 7,200 square feet, and comply with the minimum lot width requirement of 60 feet, as required by Unified Development Ordinance (UDO) 18.20.070. Lots range in size between 7,800 square feet and 17,800 square feet, with an average lot size of 15,000 square feet.
- c. **Building Height** – Building heights within the R-1 District are limited to 2 ½ stories and 35 feet for residential homes. The proposed single-family homes will comply with this requirement.

- d. **Setbacks** – The R-1 District requires a front yard setback of 30 feet, a side yard setback of seven (7) feet, and a rear yard setback of 25 feet. The proposed preliminary plat complies with the minimum setbacks.
- e. **Open Space** – The applicant is providing 2.48 acres of open space, which is approximately 13% of the overall site.

## 5. Coffee Creek Master Plan

Adopted in 2005, The Coffee Creek Master Plan provides a guide for future development generally located between 159<sup>th</sup> Street in the north and 175<sup>th</sup> Street in the south, and between Ridgeview Road in the west and Pflumm Road in the east. The Coffee Creek Master Plan designates this property for Neighborhood Residential land uses with a density between 2-4 dwelling units per acre. New development within this study area should be high-quality and offer a range of housing options with amenities, which this proposal provides. The proposed subdivision provides 2.6 dwelling units per acre and addresses several goals from the plan including promoting quality of life through walkable and pedestrian-friendly development with sidewalks and dedicated open space. As such, the proposed plan meets the requirements for the Coffee Creek Master Plan.

## 6. Development Standards

- a. **Access/Streets** – The proposed layout of streets and access points into the subdivision were reviewed against, and are compliant with, the City's Access Management Plan and requirements of the UDO. One (1) new street connection will be provided to 167<sup>th</sup> Street to the south, which will have separated entrance and exit lanes with a landscaped median. No residential lot will have direct access to an arterial street.
- b. **Landscaping/Screening** – Master Landscaping is provided along both 167<sup>th</sup> Street and Ridgeview Road within areas at least 25 feet in width as required by UDO Section 18.30.130.H. Street trees will also be provided along all streets within the development.
- c. **Tree Preservation** – The property includes approximately 0.94 acres of woodland area in the southwest corner of the property. The UDO requires that at least 20% of the woodland area be preserved, or approximately 0.19 acres for this property. The applicant provided a tree preservation plan, included in this packet, depicting approximately 0.53 (56%) acres of woodland area to be preserved on site.
- d. **Stormwater/Detention** – The site is served by the Coffee Creek Regional Detention basin. The applicant submitted a stormwater study demonstrating that additional onsite detention is not necessary. The applicant will provide stormwater BMP's on site, located in Tract C, and comply with all Title 17 requirements. A small portion of the southwest corner of the site located in Tract C is designated as FEMA Floodplain and will remain preserved.
- e. **Public Utilities** – The property is located in the WaterOne and Johnson County Wastewater (JCW) service areas. There is an existing water main and sanitary sewer along the west and south property lines. Utilities will be extended to serve the development.



## 7. Site Design Standards

The property is subject to Site Design Category 1 (UDO 18.15.105) based on the Conventional Neighborhood designation on the PlanOlathe Future Land Use Map. The following is a summary of the applicable site design requirement:

- a. **Pedestrian & Street Connectivity** – Sidewalks will be provided on one side of all internal local streets as required by the UDO with connections to pedestrian ways along arterial street rights-of-way provided. There is an existing sidewalk along 167<sup>th</sup> street. The City will be constructing sidewalks along 167<sup>th</sup> Street and Ridgeview Road as part of a 2024 Capital Improvements Project.

The proposed street and pedestrian layout provide for an internal connectivity ratio of 1.25, exceeding the minimum required ratio of 1.2 for R-1 Districts.

## 8. Public Notification and Neighborhood Meeting

The applicant mailed the required certified public notification letters to surrounding properties within 200 feet, and 1,000 feet within unincorporated land areas, and posted public notice signs on the property per UDO requirements.

A Neighborhood Meeting was also held in accordance with the UDO on January 16th, 2024 with approximately 12 attendees. All property owners and HOAs within 500 feet of the subject property were invited, as required by UDO, Section 18.40.030. Primary topics discussed at the Neighborhood Meeting included regional detention, tree preservation along the southwestern property line, and amenities. The applicant responded to each of the questions asked during the meeting and a copy of the meeting minutes is included within this packet. Staff has received correspondence from two individuals regarding overall site layout and public improvements, which were responded to.

## 9. UDO Rezoning Criteria

The proposed zoning request meets the following policy elements of the Comprehensive Plan:

**LUCC-1.1: Consistency with the Comprehensive Plan.** Land use proposals should be consistent with the vision of the Comprehensive Plan, as well as applicable local ordinances and resolutions.

**LUCC-3.3: Residential Zoning Standards.** Ensure that zoning allows for a variety of home types and lot sizes.

The application was reviewed against the UDO criteria for considering rezoning applications listed in UDO Section 18.40.090.G as detailed below.

### ***A. The conformance of the proposed use to the Comprehensive Plan and other adopted planning policies.***

The proposed single-family use directly aligns with the PlanOlathe Future Land Use Map designation for Conventional Neighborhood. The request also meets several policies of the Comprehensive Plan pertaining to land use and community character, housing and neighborhoods. Additionally, the proposed subdivision also aligns with the Coffee Creek Master Plan as previously identified.

***B. The character of the neighborhood including but not limited to: land use, zoning, density (residential), architectural style, building materials, height, structural mass, siting, open space and floor-to-area ratio (commercial and industrial).***

The character of the surrounding area is almost entirely residential in nature, with two-story single-family detached homes to the north, south, east, and west. Residential densities and architectural style of the surrounding single-family developments are generally consistent with this development proposal. Homes consist of pitched roofs, attached garages and traditional architectural style.

***C. The zoning and uses of nearby properties, and the extent to which the proposed use would be in harmony with such zoning districts and uses.***

Surrounding properties are zoned to the R-1 (Residential Single-Family) and CTY RUR (County Rural) Districts. The rezoning as proposed is in harmony with these surrounding residential districts and existing land uses.

***D. The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations.***

The property was annexed into the City in March 2002 and requires zoning to a City zoning designation to accommodate development of a subdivision. The property currently retains CTY RUR zoning, primarily for agricultural uses.

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

The property was annexed into the City in March 2002 and has retained the same agricultural uses and activities since.

***F. The extent to which approval of the application would detrimentally affect nearby properties.***

The proposed rezoning will not have a detrimental effect on surrounding properties. The R-1 District promotes uses and activities that are already occurring on surrounding properties within the neighborhood.

***G. The extent to which development under the proposed district would substantially harm the value of nearby properties.***

The proposed rezoning will not substantially harm the value of nearby properties, which are zoned for similar uses and densities.

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

This zoning proposal will not cause any adverse effect on traffic and safety of the road network which complies with the City's Access Management Plan. The subject property is situated at the corner of two arterial streets (167th Street and Ridgeview Road) and will access onto 167<sup>th</sup> Street. Garages and driveways will be provided with each single-family home.

***I. The extent to which the proposed use would create air pollution, water pollution, noise pollution or other environmental harm.***

Future development is not anticipated to create air pollution, water pollution, noise pollution, or other environmental harm. The proposed development will preserve trees per UDO requirements and will follow best management practices for stormwater and detention.

***J. The economic impact of the proposed use on the community.***

Future development would provide increased property tax revenue to benefit the Olathe community.

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

The proposed rezoning does not negatively impact the public health, safety or welfare of the community as presented. If the application were denied, development of the property would be limited to low density rural residential and agricultural uses.

## **10. Staff Recommendation**

Staff recommends approval of RZ23-0015, Abbey Valley, for the following reasons:

1. The proposed development complies with the policies and goals of the Comprehensive Plan.
  2. The requested rezoning to the R-1 District meets the Unified Development Ordinance (UDO) criteria for considering zoning applications.
- A. Staff recommends approval of the rezoning to the R-1 District as presented with no stipulations.
- B. Staff recommends approval of the preliminary plat with the following stipulations:
1. A final site development plan must be approved prior to issuance of building permits for amenities and structures located within the subdivision.
  2. All above ground electrical and/or telephone cabinets must 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 cabinets are screened with landscape materials, subject to UDO 18.30.130.
  3. Tree protection fencing per UDO 18.30.240.E must be installed around all areas of tree preservation and is required to be maintained throughout construction activities. Grading is not permitted within areas designated for tree protection.



PLANNING  
ENGINEERING  
IMPLEMENTATION

## MEMORANDUM

Date: December 20, 2023

To: Taylor Vande Velde  
Olathe Planning Dept.

From: Doug Ubben, Jr., P.E.  
Phelps Engineering, Inc.

**Re: Purpose For Rezoning Request  
Abbey Valley (Rezoning and preliminary plat)  
PEI #230741**

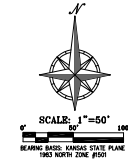
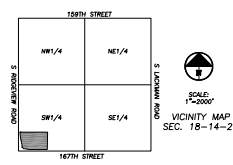
The purpose for this rezoning request is to allow for single family residential development to be constructed on this property. The residential development consists of 51 single family lots. Currently the property is zoned CTY RUR, which does not allow for a residential subdivision. The proposed zoning being requested is R-1 (Residential Single Family), which would allow for these types of residential lots. There is existing single family residential zoning to the north, south, and east (R-1) and existing rural residential district zoning to the west (RUR, county zoning). The site is bounded on the west side by a major street arterial (Ridgeview Road) and the south side by a major street arterial (167<sup>th</sup> Street).

According to the Olathe Comprehensive plan ([www.planolathe.org](http://www.planolathe.org)) the property is designated as Conventional Neighborhood. The proposed R-1 Residential Single Family zoning would be consistent with the Conventional Neighborhood designation on the Olathe Comprehensive Plan.

PHELPS ENGINEERING, INC.

1270 N. Winchester - Olathe, Kansas 66061 - (913) 393-1155 - Fax (913) 393-1166 - [www.phelpsengineering.com](http://www.phelpsengineering.com)

PARCEL	AREA (SQ. FT.)	AREA (AC)
1	8003.96	0.2077
2	7803.53	0.1796
3	7798.69	0.1793
4	7798.69	0.1793
5	7804.91	0.1792
6	8238.05	0.1899
7	8334.04	0.2143
8	11926.76	0.2540
9	11833.73	0.4929
10	9544.03	0.2191
11	9534.32	0.2189
12	8291.58	0.1919
13	8225.00	0.1865
14	8225.00	0.1865
15	8225.00	0.1865
16	8225.00	0.1865
17	8225.00	0.1865
18	8225.00	0.1865
19	8225.00	0.1865
20	8225.00	0.1865
21	8225.00	0.1865
22	8225.00	0.1865
23	8225.00	0.1865
24	12320.29	0.2814
25	10077.09	0.2299
26	10084.38	0.2282
27	9895.90	0.2249
28	8546.32	0.1953
29	10088.26	0.2333
30	8200.17	0.1862
31	11210.44	0.2574
32	10879.15	0.2453
33	8719.82	0.2029
34	7800.00	0.1739
35	7800.00	0.1739
36	10041.98	0.2305
37	9214.78	0.2128
38	11917.82	0.2728
39	11321.21	0.2599
40	10379.87	0.2383
41	7800.00	0.1739
42	9539.17	0.2192
43	10343.43	0.2323
44	14026.90	0.3277
45	10284.78	0.2319
46	9488.25	0.2178
47	8578.42	0.1970
48	8225.00	0.1865
49	8225.00	0.1865
50	8225.00	0.1865
51	13303.62	0.2834
PLAT	81710.39	20.0002
TRACT A	2989.84	0.0689
TRACT B	10369.40	0.2300
TRACT C	74143.59	1.7020
TRACT D	9950.36	0.2284
TRACT E	13229.89	0.2944



- LEGEND**
- L/E DONORS LANDSCAPE EASEMENT
  - S/E DONORS STREET EASEMENT
  - BL DONORS BUILDING LINE
  - U/E DONORS UTILITY EASEMENT
  - D/E DONORS DRAINAGE EASEMENT
  - DONORS EXISTING SIDEWALK
  - DONORS PROPOSED SIDEWALK
  - DONORS EXISTING STORM SEWER
  - DONORS PROPOSED STORM SEWER
  - DONORS EXISTING SANITARY SEWER LINE
  - DONORS PROPOSED SANITARY SEWER LINE
  - DONORS EXISTING WATER LINE
  - DONORS PROPOSED WATER LINE
  - DONORS EXISTING TREELINE

**DESCRIPTION**  
 THE SOUTH 7540 FEET OF THE WEST 1,155.56 FEET OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 14, RANGE 24 OF THE SIXTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS, BEING NORTH 07°54'21" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 7540 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 7540 FEET OF SAID SOUTHWEST 1/4, BEING NORTH 07°54'21" EAST, ALONG SAID NORTH LINE AND PARALLEL WITH THE SOUTH LINE OF THE EAST LINE OF THE WEST 1,155.56 FEET OF THE SAID SOUTHWEST 1/4, THENCE SOUTH 07°54'21" WEST ALONG SAID EAST LINE AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 7540 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 87°57'27" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,155.44 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

GROSS AREA = 430,000 ACRES / 871,200 SQ.FT.  
 NET AREA = 416,040 ACRES / 871,049 SQ.FT.

**SITE DATA TABLE:**

GROSS AREA	30.00 ACRES
CREATING	CT# 18
PROPOSED ZONING	R-1
PROPOSED NUMBER OF LOTS	51
PROPOSED NUMBER OF TRACTS	5
OVER GRACE	254 ACRES
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
DENSITY	2.8 LOTS PER ACRE

**PROJECT NOTES:**

- THE TOPOGRAPHY WAS SUPPLIED BY A.I.M.S. (AUTOMATED INFORMATION MAPPING SYSTEM) BASED ON NA83OS DATUM.
- TRACTS A, B, C AND D AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE. COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, DIVISIONS, MONUMENTS, STORM WATER DETENTION AND INFILTRATION AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.
- TRACT E SHALL DEDICATED AS AMENITY TRACT BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.
- EXTERIOR GROUND MOUNTED OR BUILDING MOUNTED EQUIPMENT INCLUDING BUT NOT LIMITED TO: MECHANICAL EQUIPMENT, UTILITY WATER BANGES AND COULERS MUST BE CONSIDERED FROM PUBLIC VIEW WITH THREE (3) FEET LANDSCAPING OR WITH AN ARCHITECTURAL TREATMENT COMPATIBLE WITH THE BUILDING ARCHITECTURE.
- ALL ABOVE GROUND ELECTRICAL AND/OR TELEPHONE CABINETS MUST BE PLACED WITHIN THE INTERIOR SIDE OF NEAR BUILDING SETBACK YARD.
- ALL NEW UTILITY WIRES OR CABLES MUST BE PLACED UNDERGROUND.

**FLOOD NOTE:**

A PORTION OF THIS PROPERTY LIES WITHIN FLOOD ZONE (SHADED) DESIGNATED AS AREAS OF 100 YEAR ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WATER AND AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEASES FROM THE ANNUAL CHANCE FLOOD.

THE REMAINDER OF THE PROPERTY LIES WITHIN FLOOD ZONE X, DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR ANNUAL CHANCE FLOODING, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF OLATHE, KANSAS COUNTY JOB 200705, JOHNSON COUNTY, KANSAS, MAP NO. 2007050006, AND DATED ABOUT 3, 2009.

**ZONING:**  
 THIS PROPERTY IS ZONED CITY RURAL (RURAL DISTRICT) FOR JOHNSON COUNTY A.M.S. WEBSITE

**PRELIMINARY PLAN**  
 ABBEY VALLEY  
 PART OF THE SOUTHWEST QUARTER OF SECTION 18-14-24, OLATHE, JOHNSON COUNTY, KANSAS  
 NORTHEAST CORNER 167TH STREET & SOUTH RIDGEVIEW ROAD

PROJECT NO.	232743	
DATE	07/29	
SCALE	1"=50'	
BY	AS	
CHECKED	MP	
DATE	08/01	
REVISIONS		
NO.	DATE	DESCRIPTION
1	07/29	1"=50'
2	07/29	1"=50'

PREPARED FOR:  
 SABATINI ARCHITECTS  
 233 WEST HARRISON STREET  
 SUITE 233  
 LAWRENCE, KANSAS 66044  
 788.331.399 / 788.9781340

ENGINEER/APPLICANT:  
 PHELPS ENGINEERING, INC.  
 1770 N. WINDHESTER  
 OLATHE, KS 66061  
 (913) 384-1100  
 (913) 384-1166 FAX

**SHEET 1 OF 1**



### Landscape Calculations

**Street Trees:** One tree per 40 feet of public or private street frontage. (Totals shown below combine both sides of the road)  
**REQUIREMENTS MET.**

**Buffer Plantings:** A minimum for each 100 linear feet or portion thereof of thoroughfare or super-collector frontage.  
 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 of two (2) inches as measured six (6) inches above the ground;  
 c) One (1) ornamental tree with a minimum size of 10 feet in height.

**396 LF of road along Ridgeview Road**  
 32 Evergreens Required - 32 Provided (Some Existing Trees Preserved)  
 8 Shade trees required - 8 Provided  
 4 Ornamental trees required - 4 Provided

**529 LF of road along 167th Street**  
 42 Evergreens Required - 42 Provided (Some Existing Trees Preserved)  
 11 Shade trees required - 11 Provided  
 6 Ornamental trees required - 6 Provided  
**REQUIREMENTS MET.**

**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. No trees will be planted within 15 feet of a streetlight.  
 6. No trees, shrub, or woody vegetation will be planted within a distance of 10 feet from any fire hydrant or fire department connection (FDC).

### Olathe Required Notes

- No tree, shrub, or woody vegetation will be planted within a distance of 10 feet from any fire hydrant or fire department connection (FDC).
- No trees will be planted within 15 feet of a streetlight.
- Any landscape materials to be used for screening must be at least the height of the material that it is intended to screen.
- All disturbed lawn areas will be sodded.
- All lawns shall be sodded with home construction for each individual lot.
- The required minimum landscape area must not be located within a utility easement.
- Exterior ground-mounted or building-mounted utilities must be screened on three sides with plantings at least as tall as the utility box at the time of planting, or an architectural treatment compatible with the building.

### Planting Notes

- Location of an existing utility needs to be known before commencing work.
- The planting plan graphically illustrates overall plant massings. 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 all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".  
 f. Note: If plants are not labelled - they are existing and shall remain.  
 5. In the event of work in or on a JGW 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.  
 6. 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 AAN 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. Pine bark compost mulch installed at planting beds shall be free of all other foreign substances.

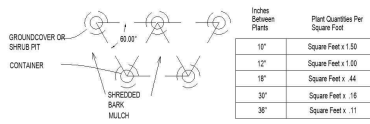
- Installation:**
- All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
  - After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
  - Plant pH backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
  - 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.
  - Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

## 1 SITE LAYOUT PLAN

SCALE: 1"=60'-0"

### Landscape Schedule

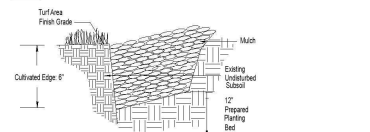
Symbol	Qty	Botanical Name	Common Name	Max Root	Min Size	Caliper	Remarks
<b>OVERSTORY TREES</b>							
	40	<i>Acor rubrum</i> "October Glory"	October Glory Maple	2.5"	6"	min. clear, ground to canopy	
	46	<i>Quercus rubra</i>	Northern Red Oak	2.5"	6"	min. clear, ground to canopy	
	3	<i>Robinia pseudoacacia</i>	Black Locust	2.5"	6"	min. clear, ground to canopy	
	4	<i>Platanus x occidentalis</i>	London Plane Tree	2.5"	6"	min. clear, ground to canopy	
	36	<i>Acer x fraxinatum</i> "Heritage"	Florida Sweet Maple	2.5"	6"	min. clear, ground to canopy	
<b>EVERGREEN TREES</b>							
	30	<i>Sarbinera chinensis</i> "Nanahead"	Interest Juniper	6"	18"	symmetrical pyramidal form	
	43	<i>Juniper chinensis</i>	Eastern Red Cedar	6"	18"	symmetrical pyramidal form	
	59	<i>Pinus strobus</i>	Norway Spruce	6"	18"	symmetrical pyramidal form	
<b>UNDERSTORY TREES</b>							
	5	<i>Quercus macrocarpa</i> "Oakblown"	Oakblown Red Oak	1.5"	6"	min. clear	
	5	<i>Quercus sp.</i>	Red and White Dogwood (Oak)	1.5"	6"	min. clear	



**NOTES:**  
 1. SPACING FOR GROUNDCOVER, SHRUBS, AND PERENNIALS NOTED ON PLANS.  
 2. TILL SOIL IN BED TO A 12" MINIMUM DEPTH AND THOROUGHLY MIX IN SOIL AMENITIES AS NOTED ON PLANS.

## 2 GROUNDCOVER/SHRUB DETAIL

SCALE: NTS

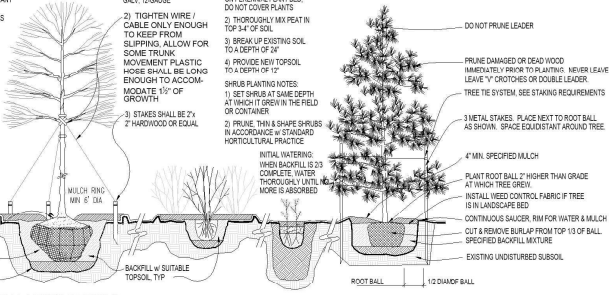


## 3 CULTIVATED EDGE DETAIL

SCALE: NTS

### TREE PLANTING NOTES:

- DO NOT HEAVILY PRUNE THE TREE. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- MARK THE NORTH SIDE OF THE TREE IN THE MAINSTEM, AND ROTATE TREE TO FACE NORTH AT THE SITE, WHENEVER POSSIBLE.
- SET TOP OF ROOT BALL 1/2 INCHES HIGHER THAN SURROUNDING GRADE.
- APPLY 4" THK WOOD MULCH. DO NOT PLACE MULCH IN DIRECT CONTACT W/ TREE TRUNK.
- EACH TREE MUST BE PLANTED SUCH THAT TRUNK FLARE IS VISIBLE AT TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE PLANTED TO NOT COVER THE TOP OF THE ROOT BALL & SOIL.
- REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL. REMOVE WIRE BASKETS.
- PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL, TYP.



## 4 PLANTING INSTALLATION DETAILS

SCALE: NTS

### STAKING REQUIREMENTS:

- WIRE / CABLE SHALL BE GALV. / COALGAL.
- TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT & ELASTIC HOSES SHALL BE LONG ENOUGH TO ACCOMMODATE 1/2" OF GROWTH.
- STAKES SHALL BE 2" HARDWOOD EQUAL.

### PERENNIAL PLANTING NOTES:

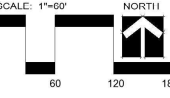
- APPLY 4" THK BED OF MULCH ON PERENNIAL AND BED. DO NOT COVER PLANTS.
- THOROUGHLY MIX PEAT IN TOP 3/4 OF SOIL.
- BREAK UP EXISTING SOIL TO A DEPTH OF 12".
- SHRUB PLANTING LOCATIONS: SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER.
- PRUNE THIN & SHAPE SHRUBS IN ACCORDANCE W/ STANDARD HORTICULTURAL PRACTICE.
- INITIAL WATERING: WASH BACKFILL @ 2/3 COMPLETE. WATER THOROUGHLY UNTIL NO MORE IS ABSORBED.

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



**CLIENT**  
 AAG Investments  
 Jib Feller

**PROJECT**  
 Abby Valley  
 NE Cor of 167th and  
 Ridgeview Road  
 Olathe KS



Date: 1.19.2024  
 Project #: 1063  
 Landscape Plan

**L1**

\\PHELPS-SEINER\Projects\18-14-24\Drawings\Tree Canopy Exhibit.dwg (sheet)1 Date: 05/20/2023 11:36am krtan (add)

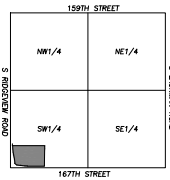


SCALE: 1"=100'  
0' 100' 200'  
BEARING BASIS: KANSAS STATE PLANE  
TRD NAD 83 ZONE #503

**LEGEND**

- TR/E DENOTES TREE PRESERVATION EASEMENT
- EXISTING TREE CANOPY AREA
- EXISTING TREED AREA
- TREE PRESERVATION AREA

TREE PRESERVATION SUMMARY	
AREA OF TREE CANOPY	0.84 ACRES
20% OF TREE CANOPY AREA	0.19 ACRES
AREA OF TREES PRESERVED	0.53 ACRES
PERCENT OF TREES PRESERVED	54%



SCALE: 1"=2000'  
VICINITY MAP  
SEC. 18-14-24

ENGINEER/APPLICANT:  
PHELPS ENGINEERING, INC.  
1770 N. WINGMASTER  
OLAINE, KS 66061  
(913) 383-1155  
(913) 383-1166 FAX

PHELPS ENGINEERING, INC.  
1770 N. WINGMASTER  
OLAINE, KANSAS 66061  
PH (913) 383-1155  
WWW.PHELPSENGINEERING.COM



**TREE CANOPY EXHIBIT**  
ABBY VALLEY  
CITY OF OLATHE, JOHNSON COUNTY, KANSAS

PROJECT NO.	DATE	NO.	DATE	REVISION
18-14-24	12/29/23	1		
DATE:	12/29/23			
DRAWN BY:	CSH			
CHECKED BY:	CSH			
APPROVED BY:	CSH			
SCALE:	AS SHOWN			
PROJECT:	ABBY VALLEY			
SHEET:	1			
TOTAL SHEETS:	1			

**Abbey Valley Neighborhood Meeting Minutes**  
**01/16/2023**  
**Ascend Church (159<sup>th</sup> and Ridgeview)**  
**6-7pm**


The neighborhood meeting was held approximately 1 mile from the site at Ascend Church in front of approximately 12 individuals who came out to learn more about the project. The meeting began with a presentation by Doug Ubben with Phelps Engineering and Jib Felter with AAG Development. Jib started the presentation by welcoming everyone and letting them know some information about his company. Jib also informed the neighbors that he plans to put in the horizontal infrastructure and be one of the builders in the subdivision. Doug presented the subdivision layout and went over the details of the proposed subdivision including the rezoning associated with the applications. Details of the subdivision included number of lots, stormwater drainage, access, and turn lanes on 167<sup>th</sup> Street. After discussing the plan, the process of the rezoning and preliminary plat was discussed. Tentative dates which the applications would go before planning commission were presented to the neighbors. Following the presentation, the meeting was opened up to question and answer for the neighbors. The following is a summary of the main topic questions asked and the answers provided:

- Will the drainage swale along the east property line be preserved and who will maintain it?
  - As documented in the stormwater report, there is a reduction in drainage area and flow to the east property line. The swale will remain and be sodded by each lot owner as they construct on that lot. Each lot owner will then maintain their portion of the swale where it's in their back yard.
- Where has Jib developed and built houses in the past?
  - Jib pointed them to the area of 117<sup>th</sup> and Lone Elm where he has built houses in the past and also let them know he has another development under construction at 119<sup>th</sup> and Nelson.
- Will the subdivision have a pool?
  - Jib let the neighbors know that there would not be a pool, because there are not enough lots in the subdivision to support that type of amenity. Some neighbors thought that may encourage those in the subdivision to come use their pool. Jib said he couldn't control what people did and if any people are using their amenities they can report it have them removed.
- Will there be any disturbance to the trees along the stream?
  - The tract where the stream is located was shown and informed that there isn't any reason for the development to take the trees out unless for utilities.
- Will there be trees planted on the lots?
  - Yes, there will be street trees as shown on the plan that accompanies this preliminary plat. Each builder may also include additional trees for each lot. There are also landscape tracts along the two arterial roadways for landscaping.
- Will there be a fence constructed?
  - Each lot owner will have the ability construct their own fence if they desire, but there will not be a fence constructed by the development.
- Will there be covenants and restrictions by the development?
  - Yes, and they will be typical to most of the other subdivisions in the area.
- What are the sizes of the homes and what will they cost?
  - The homes will be 2,500 to 3,500 square feet and range from \$600,000 to \$800,000.



After all questions had been answered, the neighbors were thanked for coming out and learning about the project and the meeting concluded.

**Sign In Page:**


 CLIENT \_\_\_\_\_ Made By \_\_\_\_\_  
 JOB \_\_\_\_\_ Chkd. By \_\_\_\_\_

**SIGN IN**

<u>NAME</u>	<u>ADDRESS</u>	<u>E-MAIL</u>
Kevin Simpson Natalie Simpson	16560 S Lind Rd. Olathe KS 66061	Kevin.Simpson@gmail.com
Amy Vaughn	16576 S Lawson St.	aevl01296@hotmail.com
Brenda Sisk	16570 S. Lawson St	brendasisk@gmail.com
Casey Wells	16648 S. Lind	caseydwells@gmail.com
Michael Rly	16632 S. Lind	getbackstohealth@yahoo.com
Kenneth Krings	16640 S Lind	kennethkrings@jwdl.co
Jack Heer	16624 S Lind	jackheer@yahoo.com
Ron & Carol Elmore	16592 S Lind	ronniegelmore@gmail.com
David & Sarah Triplet	16670 S. Ridgeview Rd.	David.triplett3@gmail.com



## MINUTES

### Planning Commission Meeting: February 12, 2024

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<b>Application:</b>	<b><u>RZ23-0015:</u></b> Request for approval of a rezoning from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District and a preliminary plat for Abbey Valley on approximately 20.00 acres; located northeast of W. 167th Street and S. Ridgeview Road.
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**Ms. Andrea Fair, Planner II**, presented RZ23-0015, a request to approve a rezoning to from the County Rural District to the Residential Single-Family District, located north of 167<sup>th</sup> Street and east of Ridgeview Road. The property was annexed in 2002 and has been used historically for agricultural purposes. It is currently zoned County Rural and is surrounded on the north, south and east by R-1 zoning. PlanOlathe designates this area as a Conventional Neighborhood with Secondary Greenway. The rezoning request aligns with several goals and policies of PlanOlathe.

Ms. Fair presented the preliminary plat, which includes 51 single-family lots, a pickleball court, a landscaped area, and sidewalks. One new street connection to 167<sup>th</sup> Street is proposed with separated entrance and exit lanes and a landscaped median. Ms. Fair presented the landscape and tree preservation plans, which includes 56% tree preservation, which exceeds UDO requirements.

Ms. Fair provided that all public notice requirements have been met. A neighborhood meeting was held and attended by 12 residents, who had questions about amenities, stormwater detention, and tree preservation. Staff received correspondence from two individuals about traffic and access; staff responded to their questions.

Staff recommends approval of the rezoning with no stipulations. Staff recommended approval of the preliminary plat with stipulations, to which the applicant agrees.

**Commissioner Creighton** asked about when improvements to Ridgeview Road are planned to address safety from the north. **Ms. Fair** answered the project is included in the 2024 Capital Improvement Plan (CIP), though she does not know the exact timeline.

**Chair Janner** opened the public hearing, but no one was signed up to speak.

With no further comments, **Chair Janner** entertained a motion to close the public hearing.

A motion was made by **Commissioner Breen** to close the public hearing, seconded by **Commissioner Chapman**. The motion passed by a vote of 8 to 0.

With no further discussion, **Chair Janner** entertained a motion on the item.

**Commissioner Chapman** moved to approve RZ23-0015 as stipulated by staff, and **Commissioner Bergida** seconded.

The motion passed with a vote of 8 to 0 as follows:

Staff recommends approval of RZ23-0015, Abbey Valley, for the following reasons:

1. The proposed development complies with the policies and goals of the Comprehensive Plan.
  2. The requested rezoning to the R-1 District meets the Unified Development Ordinance (UDO) criteria for considering zoning applications.
- A. Staff recommends approval of the rezoning to the R-1 District as presented with no stipulations.
- B. Staff recommends approval of the preliminary plat with the following stipulations:
1. A final site development plan must be approved prior to issuance of building permits for amenities and structures located within the subdivision.
  2. All above ground electrical and/or telephone cabinets must 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 cabinets are screened with landscape materials, subject to UDO 18.30.130.
  3. Tree protection fencing per UDO 18.30.240.E must be installed around all areas of tree preservation and is required to be maintained throughout construction activities. Grading is not permitted within areas designated for tree protection.

**ORDINANCE NO. 24-07**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OLATHE, KANSAS, AS ADOPTED BY REFERENCE IN SECTION 18.20.030 OF THE OLATHE UNIFIED DEVELOPMENT ORDINANCE; FURTHER AMENDING SAID SECTION 18.20.030 BY REINCORPORATING SUCH MAP AS AMENDED.**

**WHEREAS**, Rezoning Application No. RZ23-0015 requesting rezoning from CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District was filed with the City of Olathe, Kansas, on the 21<sup>st</sup> day of December 2023; and

**WHEREAS**, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Unified Development Ordinance; and

**WHEREAS**, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 12<sup>th</sup> day of February 2024; and

**WHEREAS**, said Planning Commission has recommended that such rezoning application be approved.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLATHE, KANSAS:**

**SECTION ONE:** That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

THE SOUTH 754.00 FEET OF THE WEST 1,155.36 FEET OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 14, RANGE 24 OF THE SIXTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 14, RANGE 24 OF THE SIXTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, KANSAS; THENCE NORTH 01°54'43" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 754.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 754.00 FEET OF SAID SOUTHWEST 1/4; THENCE NORTH 87°24'23" EAST, ALONG SAID NORTH LINE AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1,155.44 FEET TO A POINT ON THE EAST LINE OF THE WEST 1,155.36 FEET OF THE SAID SOUTHWEST 1/4; THENCE SOUTH 01°54'43" EAST, ALONG SAID EAST LINE AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 754.05 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 87°24'23" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,155.44 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

Said legally described property is hereby rezoned from the CTY RUR (County Rural) District to the R-1 (Residential Single-Family) District.

**SECTION TWO:** That this rezoning is approved with no stipulations.

**SECTION THREE:** That Section 18.20.030 of the Unified Development Ordinance, which incorporates by reference the Olathe Zoning Map, is hereby amended by reincorporating by reference the said Zoning Map as it has been amended in Section One of the Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect from and after its passage and publication as provided by law.

**PASSED** by the City Council this 5<sup>th</sup> day of March 2024.

**SIGNED** by the Mayor this 5<sup>th</sup> day of March 2024.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney