



1. CALL TO ORDER

2. EXECUTIVE SESSION

Consideration of motion to recess into an executive session under the Kansas Open Meetings Law to discuss the following items:

- A.** Recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the Internal Auditor position. (City Council)
Staff Contact: Dianna Wright
- B.** Recess into an executive session for consultation with the City's attorneys which would be deemed privileged in the attorney-client relationship pursuant to the exception provided in K.S.A. 75-4319(2) pertaining to a funding agreement, and for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) for a discussion of the acquisition of real property in south Olathe.
Staff Contact: Ron Shaver

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Proclamation declaring February as Heart Month
Staff Contact: Liz Ruback

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 Councilmember 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 5, 2019.
Staff Contact: Dianna Wright and David Bryant
- B. Consideration of a pawnbroker/precious metal dealer license application for Olathe Trading Post & Pawn, located at 2049 E. Santa Fe.
Staff Contact: Dianna Wright and Brenda Long
- C. Consideration of renewal of contracts to United Office Products and Office Depot for office supplies.
Staff Contact: Dianna Wright and Amy Tharnish
- D. Consideration of authorization for Mayor Copeland to attend the 87th Annual Meeting of the U.S. Conference of Mayors June 28 - July 1, 2019.
Staff Contact: Liz Ruback
- E. Consideration of an agreement between the City of Olathe and Johnson County Park and Recreation District accepting funds for the assistance to Cedar Creek Trail.
Staff Contact: Michael Meadors and Michael Latka
- F. Consideration of Resolution No. 19-1019, SU18-0008, request approval for a special use permit to allow for more than four (4) animals on a residential lot less than three (3) acres; located at 813 E. Wabash Street. Planning Commission recommends approval 5-1.
Staff Contact: Aimee Nassif and Daniel Fernandez
- G. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- H. Consideration of a Professional Services Agreement with Black & Veatch Corporation for design of the replacement standby generators for the Harold Street Wastewater Treatment Plant and the Renner Pump Station. Continued from the February 5, 2019 Council Meeting.
Staff Contact: Mary Jaeger and Alan Shorthouse
- I. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete & Underground, LLC for construction of the Downtown Bollards Project, PN 7-C-009-18.
Staff Contact: Mary Jaeger and Beth Wright

- J.** Acceptance of bids and consideration of award of contracts to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc for the purchase of office furniture city wide.
Staff Contact: Emily Baker and Amy Tharnish
- K.** Consideration of renewal of contract with Burtin & Associates, Inc. for Janitorial Services.
Staff Contact: Michael Meadors and Amy Tharnish
- L.** Acceptance of bid and consideration of award of contract to MTS Contracting, Inc. for the purchase of Masonry & Concrete Pavement Maintenance for Facilities Maintenance.
Staff Contact: Michael Meadors and Amy Tharnish
- M.** Acceptance of bid and consideration of award of contract to Murphy Tractor and Equipment Company for the replacement of an existing 1999 Case 580SL with a John Deere 60G Excavator and trailer, for the Field Operations Division of Public Works.
Staff Contact: Mary Jaeger and Amy Tharnish
- N.** Acceptance of renewal of contract to Johnson County Landfill (Waste Management) for the disposal of bio-solids from the City's wastewater treatment facilities.
Staff Contact: Mary Jaeger and Amy Tharnish

8. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 19-06 approving an engineer's survey and authorizing the acquisition of land for the Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18 .
Staff Contact: Mary Jaeger, Beth Wright and Ron Shaver

Action needed: Consider a motion to approve or deny.

9. NEW CITY COUNCIL BUSINESS

10. END OF TELEVISED SESSION

11. GENERAL ISSUES AND CONCERNS OF CITIZENS

12. CONVENE FOR PLANNING SESSION

Reports are prepared for informational purposes and will be accepted as presented. There will be no separate discussion unless a Councilmember requests that a report be removed and considered separately.

A. REPORTS

1. Report on Ordinance No. 19-XX concerning amendments to Olathe Liquor Ordinances, O.M.C. Title 7.

Staff Contact: Ron Shaver and Daniel Yoza

B. DISCUSSION ITEMS

1. Presentation by ETC Institute on the results of the 2018 DirectionFinder Survey. (60 mins)
Staff Contact: Dianna Wright and Matthew Randall
2. Discussion of the 2019 Downtown Outdoor Sculpture Exhibit. (15 mins)
Staff Contact: Michael Meadors and Renee Rush
3. Discussion of Federal Legislative Agenda. (10 mins)
Staff Contact: Tim Danneberg
4. Communications and Customer Service Activities and Initiatives. (15 mins)
Staff Contact: Tim Danneberg

13. ADDITIONAL ITEMS**14. ADJOURNMENT**

PROCLAMATION

- WHEREAS,** the City of Olathe is committed to ensuring the well-being of those living in and visiting our city; and
- WHEREAS,** the Olathe Fire Department is dedicated to helping those who experience a sudden cardiac arrest by using both highly trained professional first responders and citizens alike; and
- WHEREAS,** the 2019 Heart Month effectively serves to raise our awareness of the prevalence of cardiovascular disease and the importance of bystander cardiopulmonary resuscitation; and
- WHEREAS,** cardiovascular disease affects nearly half of all adults in the U.S. and is the underlying cause of death for about one out of every three Americans, according to the American Heart Association; and
- WHEREAS,** City of Olathe firefighters, in partnership with the people they serve, are joined in the collaboration of CPR efforts.

NOW, THEREFORE, I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim February 2019, as

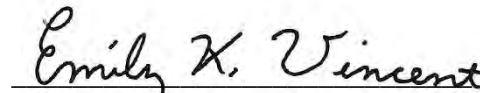
HEART MONTH

and encourage all Olatheans to learn CPR and download the potentially life-saving PulsePoint app on their smart phone or tablet.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this 19th day of February 2019.



Michael Copeland, Mayor



Emily K. Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright and David Bryant
SUBJECT: Approval of City Council Meeting Minutes

ITEM DESCRIPTION:
Consideration of approval of the City Council meeting minutes of February 5, 2019

SUMMARY:
Attached are the City Council meeting minutes of February 5, 2019 for Council consideration of approval.

FINANCIAL IMPACT:
None

ACTION NEEDED:
Approval of the City Council meeting minutes of February 5, 2019.

ATTACHMENT(S):
A. 2-05-19 Council Minutes



City of Olathe City Council Minutes
100 E. Santa Fe | Council Chamber
Tuesday | February 5, 2019 | 7:00 PM

1. CALL TO ORDER

Present: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

Others in attendance were City Manager Wilkes, Assistant City Manager Sherman and City Attorney Shaver.

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

3. PLEDGE OF ALLEGIANCE

4. SPECIAL BUSINESS

- A.** Recognition of Frank Devocelle on his recent retirement from Olathe Health.

Mayor Copeland recognized Mr. Devocelle and presented him with a specially crafted pen from Chur, Switzerland, one of Olathe's sister cities. The pen is contained in a special box made by the vo-tech students at the Kansas School for the Deaf in Olathe.
- B.** Proclamation designating February 2019 as "National African-American History Month".

Mayor Copeland invited Community Relations Manager Vanessa Vaughn-West to the podium to introduce the Reverend Dana Patterson Nelson who accepted the proclamation.
- C.** Proclamation honoring Michael Wilkes' 20 years with the City of Olathe.

Mayor Copeland presented Mr. Wilkes with a proclamation honoring him for his twenty years of service to the City of Olathe as City Manager. Mayor Copeland thanked Mr. Wilkes for his service to the City.

5. CONSENT AGENDA

Approval of the consent agenda.

Motion by Randall, seconded by Bacon, to approve the consent agenda with the exception of items C and L. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- A.** Consideration of the City Council meeting minutes for January 22, 2019.
Approved.
- B.** Consideration of a pawnbroker/precious metal dealer license application for M West, Inc. - Moshiri Jewelry, located at 14937 W. 119th Street.
Approved.
- C.** Consideration of Resolution No. 19-1013 authorizing various improvements to the Water and Sewer System of the City and setting forth the intent to issue Water and Sewer Revenue Bonds.

Councilmember Campbell asked if this item was on the agenda to express an intent for issuing the bonds.

Resource Management Director, Dianna Wright stated this is a step in the bonding process, which Council authorizes the projects and utilization of revenue bonds. Ms. Wright indicated each project would come back before the Council for approval.

Motion by Campbell, seconded by Bacon, to approve consent item C. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- D.** Consideration of business expense statement for Mayor Copeland to attend the US Conference of Mayors in Washington DC, January 23 - 25, 2019.
Approved
- E.** Consideration of Resolution No. 19-1014 establishing the date and time of a public hearing regarding the establishment of a redevelopment district pursuant to K.S.A. 12-1770 et seq.
Approved
- F.** Consideration of Consent Calendar.
Approved
- G.** Consideration of Resolution No. 19-1015 authorizing a survey and description of land or interest to be condemned for the Lakeview Avenue Sanitary Sewer Improvements Project, PN 1-C-024-18.
Approved
- H.** Consideration of an Agreement with Johnson County for construction of the Santa Fe Street and Ridgeview Road Geometric Improvements Project, PN 3-C-083-15, and the Santa Fe Street Arterial Mill and

Overlay, PN 3-P-001-19.

Approved

- I. Consideration of Resolution No. 19-1016 authorizing the 2019 Streetlight LED Conversion Project, PN 3-C-009-19.

Approved

- J. Consideration of an Inter-local Agreement with the City of Overland Park for construction of the 151st Street Arterial Mill and Overlay Project, PN 3-P-004-19.

Approved

- K. Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the 151st Street Arterial Mill and Overlay Project, PN 3-P-004-19.

Approved

- L. Consideration of a Professional Services Agreement with Black & Veatch Corporation for design of the replacement standby generators for the Harold Street Wastewater Treatment Plant and the Renner Pump Station. Continued from the February 5, 2019 Council Meeting.

Councilmember Randall asked this item be tabled to the next Council meeting for further study.

Motion by Randall, seconded by Bacon, to table consent item L for two weeks for deliberation. The motion carried by the following votes:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- M. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Teague Electric Construction, Inc. for construction of the 151st Street and Lennox Drive Traffic Signal Improvement Project, PN 3-TS-004-18.

Approved

- N. Acceptance of bid and consideration of award of contract to Elliott Equipment for the replacement of two (2) street sweepers for the Stormwater Division of Public Works.

Approved

6. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of a special use permit (SU18-0005) to allow more than four (4) animals at a residential household; located at 1512 E. Frontier Lane. Planning Commission recommends denial 5-0.

Zachary Moore, Planner II with Public Works Planning Division completed a presentation of the special use permit request. Mr. Moore stated staff and the Planning Commission recommend denial

of the special use permit request.

Councilmember Randall asked if there was ever a consideration of pulling the special use permit process due to the violations.

Mr. Moore stated staff had discussed with the applicant the commercial activity would not be permitted even with the approval of the special use permit. Mr. Moore stated the applicant wished to proceed.

Mayor Copeland asked if the applicant was present and would like to make remarks.

Mr. Moore stated he believed the applicant was not present.

Councilmember Vogt asked if this was a breeder and not a foster.

Mr. Moore stated this is what staff has found.

Motion by Randall, seconded by Bacon, to deny special use permit 18-0005. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- B.** Consideration of Ordinance No. 19-04 (VAC18-0005), requesting vacation of public utility easements; located on the property at 1234 E. Santa Fe Street. Planning Commission recommends approval 5-0.

Motion by Randall, seconded by Bacon, to approve ordinance no. 19-04. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- C.** Consideration of Ordinance No. 19-05, RZ18-0021, requesting approval for a rezoning from CP-3 to PD (Planned District) and preliminary site development plan for Mentum, mixed-use development, on 105.5± acres; located in the vicinity of 151st Street and Harrison Street. Planning Commission recommends approval 5-0. .

Sean Pendley, Senior Planner with the Public Works Planning Division completed a presentation covering the rezoning and preliminary site development plan. Mr. Pendley stated staff had one additional stipulation to not publish the rezoning ordinance, if

approved tonight, until the land contract with Woodbury Corporation closes on the property as the City does not want to update the zoning map until it is official. Mr. Pendley stated the applicant is okay with this stipulation.

Chet Belcher, Transportation Manager with the Public Works Department completed a presentation on the stormwater management plan and traffic for the property.

Applicant Joshua Woodbury, 2733 E. Parleys Way, Salt Lake City, Utah, gave a presentation of the project and rezoning request.

Councilmember Randall asked Mr. Woodbury what their investment will be in the project.

Mr. Woodbury stated the project would cost more than 300 million dollars and they are looking for a partnership with the City of Olathe.

Councilmember Brownlee inquired as to where the Legato property is located.

Mr. Belcher brought up the map and indicated where the Legato property is located.

Councilmember McCoy asked if there was anything on the Legato property.

Mr. Belcher stated just the detention basins.

Councilmember Bacon asked about the stipulation that would revert the rezoning back to CP-3 if the closing on the property did not happen, or is it contingent on the STAR bonds being issued. Mr. Bacon also asked if the closing occurs two years from now is it still all good.

Mr. Pendley stated there is no expiration date and the intent is if the zoning were approved it would be a condition the property closes and there would be a purchase. Mr. Pendley further stated if the

property was not closed on the ordinance would not be published. Mr. Pendley stated an expiration would probably need to be done and there was discussion of possibly setting a deadline of one year. Mr. Pendley stated the applicant is ready to move forward very quickly on development of the arena and they also plan to close on the property quickly. Councilmember Campbell asked what the next steps are to moving this to final approval.

Mr. Pendley stated if rezoning occurs the next steps would be closing on the property, replatting of the property and final development plans.

Councilmember Campbell wanted to be clear that no automotive maintenance would be allowed.

Mr. Pendley stated that is correct and included in the list of prohibited uses.

Councilmember Campbell stated no STAR bonds, no project.

Mr. Pendley stated that is correct.

Councilmember Randall asked why Planned Development (PD) zoning as opposed to CP-3, or other zoning and what does that give us.

Mr. Pendley stated Planned Development zoning allows for integration of mixed uses, flexibility and allows for more interactive development.

Councilmember Randall asked if we have several planned development zonings.

Mr. Pendley stated we have a few and cited the Archer subdivision on Lone Elm being one.

Councilmember Randall asked if we were simply approving a

rezoning from CP-3 to PD and a preliminary site and development plan.

Mr. Pendley stated that is correct.

Councilmember Randall asked if Planning has seen any other development projects come to you on this land since the mall went out.

Mr. Pendley stated there have been no new development plans within the interior of the development. Mr. Pendley stated they have had proposals for redevelopment of the pad sites.

Councilmember Randall asked if warehouse use might be requested down the road if this did not develop.

Mr. Pendley stated someone could make that request, but it is not consistent with our future land use.

Councilmember Vogt asked what the recourse is if the assumptions made by the stormwater report came back with enough negative impact.

Mr. Belcher stated if any use came back that would have a negative impact they would have to mitigate those increases onsite.

Councilmember Vogt inquired about attention to detail as there will be an arena, retail and parking that goes with all of this.

Mr. Pendley stated staff wanted to make sure of this as part of the development plan and the applicant has provided a pedestrian connectivity plan as well a multi-modal transportation.

Councilmember Brownlee asked if there are 4,000 people at the arena, do they feel the plan accomodates moving cars in a timely manner.

Mr. Pendley stated the traffic impact study looked very closely at

this. The development plan and recommended traffic impact study does account for additional traffic improvements.

John Duggan, 9101 W. 110th Street, Overland Park spoke on behalf of Legato. Mr. Duggan stated there is an issue concerning the stormwater discharge. Mr. Duggan stated there is no law that requires his client to store the adjoining property owners water on their property. Mr. Duggan stated there is a settlement agreement his client entered into in 1993 which states there is 240 acres that was part of a benefit district that paid for those ponds, which are on private property as well as the drainage ways. Mr. Duggan stated the only agreement his client entered into was that 10 acres of the 105 acre site was permitted to use those ponds. Mr. Duggan stated the City is suggesting to his client that instead of the 240 acres that was specially assessed as part of the benefit district that paid for these improvements, should now be expanded by fiat to 335 acres so that the applicant can drain an additional 95 acres of their property into something they never paid for and a prior owner never paid for. Mr. Duggan stated the City is only inviting his client to protect their rights and bring a claim in court prohibiting this entire matter. Mr. Duggan stated there is a contract that makes it very clear there is 240 acres, which is part of phase 2 in the benefit district area, that paid for these improvements. Mr. Duggan stated no one else paid for them and no one else gets to benefit from them unless his client agrees to it and they are not agreeing to it. Mr. Duggan stated his client disagrees with the staff's numbers and the proposition that the City has some legal authority to force them to store someone elses water on their property. Mr. Duggan stated what the City can do is follow their ordinance 17-04070 and require the developer to store their own water on their own property. Mr. Duggan stated the developer of the Mentum project has not complied with the City's ordinances. Mr. Duggan does not believe a judge will read the contract and say the City of Olathe has some legal authority by fiat to force Legato to store Mentums water on their project when 95 acres of that never paid for a dime of these improvements. Mr. Duggan stated the contract the City entered into with his client only permits 10 acres of the 105 acre site to discharge onto his clients property, which is all his client ever agreed to. Mr.

Duggan said his client and the others in the 240 acres paid for it. Mr. Duggan stated that it is on private property and there is no public dedication of a drainage way to the City. Mr. Duggan stated the City does not control it and is controlled by a private agreement between his client and the other property owners of the 240 acres. Mr. Duggan stated Mentum does not have a contract right to store their water and discharge on his clients property.

Mayor Copeland asked Mr. Duggan what does his client want out of this.

Mr. Duggan stated his client wants the stormwater discharge plan to be metaphysical servitude that they are not going to have to store water that inhibits their ability to develop their project going forward. Mr. Duggan stated his client is prepared to work with City staff to enter into agreements and maybe become part of a development agreement. Mr. Duggan stated they want to get your agreement to read that you will discharge and store water on your property and have assurances from the City that when his clients get ready to develop their project that they are going to get it approved. Mr. Duggan stated they do not want to later hear they don't have anywhere to put their water and now they have to build more detention facilities and limit their development area. Mr. Duggan stated another issue is those ponds are already overflowing and there is no Mentum on the other side of the street. Mr. Duggan stated that they have not been maintained and the banks are caving in and all kinds of problems need to be addressed as well as a substantial amount of money that needs to be spent to get them into condition.

Mayor Copeland asked staff to address the health of the wetlands and if the project will improve the health or not, and sufficiency of the stormwater retention plan.

Mr. Belcher stated the development agreement does have a provision that talks about servicing offsite property that is not within the benefit district. This does reference the 242 acres and we agree that 10 acres of the Mentum project is within the 242 acres,

however there is a provision where the original developers were paid an extra \$150,000 in recognizing there was offsite water being served by this.

Mayor Copeland asked if this improved the health of the wetlands or not.

Mr. Belcher stated Mentum will fall under our new criteria that will have stormwater treatment, but the Great Mall did not, so the water being treated with the new development will be cleaner than it was when it was the Great Mall.

Councilmembers discussed with legal staff legalities of the stormwater issue.

Mr. Duggan stated they are in agreement if the Council wants to approve the zoning subject to reaching appropriate agreements with Legato on the stormwater discharge, whether part of the development agreement or different agreement.

Mayor Copeland asked Mr. Duggan to repeat what he said after "subject to".

Mr. Duggan stated subject to the City and Mentum reaching or working in developing a final agreement acceptable to all parties on the stormwater discharge.

Mayor Copeland stated he was not sure we could accept that.

Mayor Copeland asked City Manager Wilkes if he had any comments before this goes to a vote.

City Manager Wilkes stated what he is hearing from the Council is they do not see fit to do a stipulation, but he does hear a strong indication the Council wants us to work with the adjacent property owner on this issue to try and reach some agreement, understanding that the Council is not necessarily interested in a stipulation which says that we are all going to agree; maybe we can and maybe we

can't. Mr. Wilkes said it is the direction of the Council to the staff to work on this issue post haste.

Tim McKee, Olathe Chamber CEO, stated he has been working on this in the 20 years he has been here. Mr. McKee stated without this public partnership we would not see this type of development at this location. Mr. McKee said we have had requests in the past for industrial and we have said that is not the vision we have for this property. Mr. McKee said this will help the surrounding properties as well.

Councilmember Bacon asked if the protest petitions primarily were concerned about stormwater.

Mr. Pendley stated most were.

Councilmember Bacon asked if the project could move forward as CP-3 zoning.

Mr. Pendley stated not as it is proposed.

Councilmember Campbell thinks the project meets the test. The issue is should they provide their own detention. Mr. Campbell said he would support this tonight and hopes we can work out the detention.

Motion by Randall, seconded by Bacon, to approve ordinance 19-05, RZ18-0021 approving a rezoning from CP-3 to PD and preliminary site development plan for Mentum, mixed-use development, on 105 acres located in the vicinity of 151st Street and Harrison Street. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

- D.** Consideration of Resolution No. 19-1017 authorizing a survey and description of land or interest to be condemned for the Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18.

Motion by Randall, seconded by Bacon, to approve resolution no. 19-1017. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, and Vogt

Abstain: Copeland

- E. Consideration of Resolution No. 19-1018 authorizing the Santa Fe, Ridgeview to Mur-Len, Improvements Project, PN 3-C-025-18.

Beth Wright, Deputy Public Works Director completed a presentation of the project.

Motion by Randall, seconded by Bacon, to approve resolution no. 19-1018. The motion carried by the following vote:

Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland

7. NEW CITY COUNCIL BUSINESS

Mayor Copeland requested Deputy Public Works Director Beth Wright give the Council an update on the upcoming Santa Fe Street Project.

Ms. Wright provided Council with the plans for the upcoming tunnel project from the new County Courthouse extending across Santa Fe Street to the County Jail and Sheriff's building. The project will begin February 11 and Santa Fe Street between Chestnut Street and Kansas Avenue will close for approximately eight weeks.

Councilmember Brownlee asked staff to give an update on when they think the tree debris will be picked up from the recent storm. Ms. Brownlee stated she really appreciates that Olathe is willing to pick it up when other area cities were not willing to do this.

Deputy Public Works Director Alan Shorthouse gave an update stating we are fifty percent completed and continue to do multiple sweeps.

Councilmember Brownlee asked if it were only for tree debris.

Mr. Shorthouse stated at this point we are only doing tree debris collections. Mr. Shorthouse stated residents can call in and schedule their non-tree debris bulk collections.

Mayor Copeland asked Mr. Shorthouse to tell about how we re-use the ground up tree debris.

Mr. Shorthouse stated the tree debris is turned into mulch and available for free to the public.

Councilmember Vogt asked staff to place another notice in Nextdoor letting people know we are out there and realize they have tree debris to be removed.

Councilmember Campbell congratulated Mr. Wilkes on his 20 years.

Councilmember Randall congratulated Mr. Wilkes as well on his 20 years.

Councilmember Vogt stated it has been a pleasure working with Mr. Wilkes for the past 20 years and congratulated him.

Councilmember McCoy congratulated Mr. Wilkes on his 20 years with the City.

Mayor Copeland congratulated Mr. Wilkes on his 20 years with the City and thanked his family for sharing him with us.

8. END OF TELEVISED SESSION

9. GENERAL ISSUES AND CONCERNS OF CITIZENS

Robynn Andracsek, 11526 S. Roundtree Street, Olathe, asked Council to make Project 1020 concerning a homeless shelter and LGBTQ priorities on their agenda.

Wendy Budetti, 17446 W. 161st Street, Olathe spoke in support of the LGBTQ non-discrimination ordinance.

Brett Hoedl, 17446 W. 161st Street, Olathe spoke in support of the LGBTQ comprehensive non-discrimination ordinance.

Matthew Calcara, 14362 W. 118th Street, Olathe spoke in support of the LGBTQ non-discrimination ordinance.

Evan Lovelace, 12475 S. Ortega Drive, Olathe spoke in support of the LGBTQ non-discrimination ordinance.

Cassandra Peters and Johnny Robinson, 1105 N. Walker Lane, Olathe spoke in

support of the LGBTQ non-discrimination ordinance.

Angelica Wilcox, 12145 S. Black Bob Road, Apartment 102, Olathe spoke in support of the LGBTQ non-discrimination ordinance.

Angela Powers, 1721 W. Spruce Street, Olathe spoke in support of the inclusive non-discrimination ordinance.

Mayor Copeland asked City Manager Wilkes for an update on this item.

City Manager Wilkes stated we are doing work on this item and the City Attorneys in the big five cities in Johnson County, met recently and have an upcoming meeting with the City Managers in the next couple of weeks.

10. CONVENE FOR PLANNING SESSION

A. DISCUSSION ITEMS

Councilmember Campbell left the meeting at 9:33 p.m.

1. Presentation regarding the 2019-2023 Emergency Operations Plan. Kevin Weyand, Fire Department Division Chief completed a presentation regarding the 2019-2023 Emergency Operations Plan.
2. Presentation of City Manager's Office activities and initiatives. (15 mins) Elizabeth Blythe, Management Fellow completed the City Manager's Office Activities and Initiatives.

11. ADDITIONAL ITEMS

Assistant City Manager, Susan Sherman, gave 20 years of accomplishments in Olathe lead by City Manager Wilkes.

12. ADJOURNMENT

The meeting adjourned at 10:18 p.m.

David F. Bryant III, MMC
Deputy City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright and Brenda Long
SUBJECT: Pawnbroker/Precious Metal Dealer License Application

ITEM DESCRIPTION:

Consideration of a pawnbroker/precious metal dealer license application for Olathe Trading Post & Pawn, located at 2049 E. Santa Fe

SUMMARY:

The applicant noted below has applied for a pawnbroker/precious metal dealer license. In accordance with Section 5.42.040 of the Olathe Municipal Code, a recommendation has been submitted on behalf of the Chief of Police. The applicant has met the necessary requirements for issuance of a pawnbroker/precious metal dealer license and the application is recommended for approval by staff.

The application is available for review in the City Clerk's Office.

Olathe Trading Post & Pawn

2049 E. Santa Fe

Olathe, KS 66062

FINANCIAL IMPACT:

The applicant has paid the \$25.00 license fee in accordance with Chapter 5.42 of the Olathe Municipal Code.

ACTION NEEDED:

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

ATTACHMENT(S):

Staff Recommendations

Brenda Long

From: Brenda Long
Sent: Thursday, February 7, 2019 2:08 PM
To: Curtis Bowman; GIS Shared; Rachelle Breckenridge
Subject: DRBL - Renewal Olathe Trading Post and Pawn 02-07-19
Attachments: DRBL - Olathe Trading Post and Pawn 02-07-19.pdf

Tracking:

Recipient

Curtis Bowman

GIS Shared

Rachelle Breckenridge

Response

Approve: 2/8/2019 9:45 AM

Approve: 2/7/2019 2:30 PM

Please use the voting tab to make comments and recommendations for the attached application by Wednesday, February 13, 2019.

Thank you.

(PS.... Trying to get it on the February 19th agenda if possible.)

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



Brenda Long

From: Rachelle Breckenridge
Sent: Friday, February 8, 2019 11:09 AM
To: Brenda Long
Subject: RE: DRBL - Renewal Olathe Trading Post and Pawn 02-07-19

Good morning,

Approve.

Thanks.

[Rachelle Breckenridge](#), Assistant City Attorney II
(913) 971-8727 | OlatheKS.org
Legal | City of Olathe, Kansas
Setting the Standard for Excellence in Public Service



From: Brenda Long <BDLong@OLATHEKS.ORG>
Sent: Friday, February 08, 2019 9:57 AM
To: Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>
Subject: FW: DRBL - Renewal Olathe Trading Post and Pawn 02-07-19

Rachelle, I have both the GIS and Police approval for Olathe Trading Post and Pawn.

[Brenda Long](#), Assistant City Clerk
(913) 971-8675 | OlatheKS.org
Resource Mgmt | City of Olathe, Kansas
Setting the Standard for Excellence in Public Service



From: Brenda Long
Sent: Thursday, February 7, 2019 2:08 PM
To: Curtis Bowman <CBowman@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>
Subject: DRBL - Renewal Olathe Trading Post and Pawn 02-07-19

Please use the voting tab to make comments and recommendations for the attached application by Wednesday, February 13, 2019.

Thank you.

(PS.... Trying to get it on the February 19th agenda if possible.)

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Consideration of renewal of contracts to United Office Products and Office Depot for office supplies.

ITEM DESCRIPTION:

Consideration of renewal of contracts to United Office Products and Office Depot for office supplies

SUMMARY:

On March 1, 2015, National IPA awarded Office Depot a contract for office supplies. The contract was effective March 1, 2015 and expired on February 28, 2019. National IPA has renewed until February 28, 2020.

Staff recommends extension of contracts for United Products and Office Depot vendors through February 28, 2020 to coincide with the expiration of the National IPA contract # R141703.

- United Office Products, a locally owned and operated business
- Office Depot, under the National IPA cooperative contract

Both vendors have stores in Olathe as well as websites from which orders can be placed and utilize the City's Procurement card for payment. Both vendors offer next day, desktop delivery.

FINANCIAL IMPACT:

Estimated expenditures are \$100,000. Funding for purchases under these contracts will be from department operating budgets.

ACTION NEEDED:

Approval of renewal of contracts with United Office Products and Office Depot.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Consideration of authorization for Mayor Copeland to attend the 87th Annual Meeting of the U.S. Conference of Mayors June 27 - July 1, 2019.

ITEM DESCRIPTION: Consideration of authorization for Mayor Copeland to attend the 87th Annual Meeting of the U.S. Conference of Mayors June 27 - July 1, 2019.

SUMMARY: The City Council is asked to approve the attached travel request and authorization for Mayor Copeland to attend the 87th Annual Meeting of the U.S. Conference of Mayors. More than 200 mayors will gather for the conference to set policy, share best practices, and converse with top federal officials.

FINANCIAL IMPACT: Funds are available in the City Council's 2019 professional training budget.

ACTION NEEDED: Consideration of authorization for Mayor Copeland to attend the 87th Annual Meeting of the U.S. Conference of Mayors.

ATTACHMENT(S): Copeland USCM TRA



Complete the yellow cells

Travel Request and Authorization (TRA)

This form is required for all overnight travel or if local registration is over \$1000 and must be approved in advance. Advances will not be issued for local expenses. (Admin Guideline F-01).

TRA estimate expenses must be within 10% of Business Expense Stmt(BES).

Name:	Michael Copeland	Employee #	125633	Department	Council
Purpose of Travel:	Conference of Mayors		Destination:		
Departure Date:	6/27/19	Return Date:	7/1/19		
Comments:					
Sharing hotel room? Whom with:			E1 Budgeted Account #	1001010.62220	

	Amount to City PCard	Amount to Vendor	Amount to Employee										
Registration:	1,800.00												
Airfare:		1,000.00		Lodging Rate # days 15% Total									
Lodging:		1,587.00		345.00 per day @ 4 51.75 1,587.00									
Car Rental:													
KCI Airport parking:		50.00											
	Meals Overnight Travel Search for City - GSA.gov website <i>if city is not listed search for the county</i> <i>gsa.gov link 'Nat'l Assn of Counties' (NACO)</i> <i>Enter Per Diem Rate (cell F21)</i> <i>M&IE Meal breakdown will auto populate</i>			Per Diem for Meals <table border="1"> <thead> <tr> <th>Rate</th> <th># of days</th> <th></th> </tr> </thead> <tbody> <tr> <td>111.00</td> <td>5.0</td> <td>555.00</td> </tr> </tbody> </table>	Rate	# of days		111.00	5.0	555.00			
Rate	# of days												
111.00	5.0	555.00											
				M&IE Breakdown - Deduct meals provided									
				Breakfast 25.00 -									
				Lunch 33.00 -									
				Dinner 48.00 -									
Per Diem for Meals:	No receipts required	555.00											
	Meals Local/Receipts required <i>After event complete BES for reimbursement</i> <i>using the receipt amount or the M&IE</i> <i>maximum the lesser of the two.</i>			M&IE Breakdown: Maximum # of days <table border="1"> <tbody> <tr> <td>Breakfast 15.00</td> <td></td> <td>-</td> </tr> <tr> <td>Lunch 16.00</td> <td></td> <td>-</td> </tr> <tr> <td>Dinner 28.00</td> <td></td> <td>-</td> </tr> </tbody> </table>	Breakfast 15.00		-	Lunch 16.00		-	Dinner 28.00		-
Breakfast 15.00		-											
Lunch 16.00		-											
Dinner 28.00		-											
Meals Local:				Total Estimated Meals - <i>fill to right</i>									
Private Vehicle Mileage:			43.60	80 Miles @ 0.545 per mile									
Cab/Shuttle fares/													
Tolls/Baggage fees:		200.00											
Fuel - City Vehicle:													
Other:				Describe:									

Amount Charge on City P Card	1,800.00
Amount to Vendors	2,837.00
Travel Advance = Amount to Employee	598.60
TOTAL ESTIMATED EXPENSES	5,235.60

ACH direct deposit rather than a check can be provided. Complete and submit -

[AP ACH Form](#)

	Approved	Disapproved	Date
Employee Signature	<input type="checkbox"/>	<input type="checkbox"/>	
Division Manager Signature	<input type="checkbox"/>	<input type="checkbox"/>	
Department Director Signature	<input type="checkbox"/>	<input type="checkbox"/>	
City Manager Signature (if required)	<input type="checkbox"/>	<input type="checkbox"/>	



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Parks and Recreation
STAFF CONTACT: Michael Meadors/Michael Latka
SUBJECT: Agreement between the City of Olathe and Johnson County Park and Recreation District for the development of trails

ITEM DESCRIPTION:
Consideration of an agreement between the City of Olathe and Johnson County Park and Recreation District accepting funds for the assistance to Cedar Creek Trail.

SUMMARY:
This agreement is between the City of Olathe and the Board of Commissioners of the Johnson County Park and Recreation District (JCPRD) for the development of trails in and around Cedar Lake and Lake Olathe. The City and County agree that the 2.34 mile Cedar Creek Trail, between Cedar Lake and Lake Olathe will be beneficial to not only the City but the County as well. The County has agreed to reimburse the City \$200,000 of project costs once the trail is completed and the City has made possible the connection of the trail from Lake Olathe to Cedar Niles Park (AKA Cedar Creek corridor from 135th Street to 119th Street)

The City has also agreed to provide 64+/- acre permanent recreation easement to JCPRD for a future bike/hike trail just east of the Cedar Creek waste water treatment plant off of 119th Street. Prior to the county constructing their trail, they will pay the City \$662,208 for financial assistance for the 2.34 mile Cedar Creek Trail.

The City's Cedar Creek trail, along with the trail through Cedar Lake, Lake Olathe and then the JCPRD Cedar Niles Trail system will add approximately 10 miles of trail to the City of Olathe's west side. This will add to our current approximately 24 miles of off road trail system.

FINANCIAL IMPACT:
Total cost of the 2.34 mile Cedar Creek Trail is estimated at \$2,283,500. The City will gain a total of \$862,208 from Johnson County Parks and Recreation once the trail construction is completed,

ACTION NEEDED:
Staff recommends Council approval of this agreement between the City of Olathe and Johnson County Parks and Recreation accepting funds for the assistance to Cedar Creek Trail.

ATTACHMENT(S):
Attachment A: Agreement between the City of Olathe, Kansas and Board of Commissioner's for the Johnson County Park and Recreation District for the Development of Trails
Attachment B: Cedar Niles Trail Alignment

**AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR
THE DEVELOPMENT OF TRAILS**

THIS AGREEMENT is entered into this _____ day of _____, 2019 (“Effective Date”), between the City of Olathe, Kansas, a municipal corporation (“City”) and Board of Commissioners of the Johnson County Park and Recreation District, a political subdivision of the State of Kansas, (“JCPRD”). City and JCPRD (collectively, “Parties”), in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE I

Purpose and Authority

1. The purpose of this Agreement is to establish the responsibilities of the Parties for the funding and construction of improvements to the trails located in and around Cedar Lake and Lake Olathe.
2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

ARTICLE II

Responsibilities of the Parties

1. Trail Partnership
 - A. The City will build a 2.34 mile paved trail connecting Cedar Lake and Lake Olathe (“Project”). The City and JCPRD agree that the project is of mutual benefit to both Parties.
 - B. JCPRD will reimburse the City an amount of \$200,000 of project costs. To receive reimbursement, the City must complete the portion of the Project from Cedar Lake to 135th Street (Santa Fe Street) where the trail connects to Cedar Niles Park.
 - C. The City will present proof of expenditures on the project to JCPRD. JCPRD will promptly reimburse City Project costs, in an amount not to exceed \$200,000.

2. Land Acquisition

- A. The City will convey a permanent recreation easement by separate instrument to JCPRD a 64+/- acres of City-owned land, depicted on the map and legal description in **Exhibit A**, which is attached to and hereby incorporated into this agreement.
- B. JCPRD will pay City a total amount of \$662,008 for the permanent recreation easement. JCPRD may elect to complete payments at any time prior to the end of the 2020 JCPRD fiscal year. However, JCPRD may not begin construction on the easement property until the entire contract amount of \$662,008 is paid.

ARTICLE III

Duration

- 1. Duration. It is contemplated that the term of this Agreement is perpetual.
- 2. Termination. Either party may terminate this Agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice will include the reason(s) for termination and the defaulting party will have ninety (90) days to cure the defect(s) before the Agreement may be terminated.

ARTICLE IV

Indemnification and Insurance

- 1. To the fullest extent permitted by law, the City will indemnify and hold harmless the County, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.
- 2. To the fullest extent permitted by law, the County will indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents,

officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE V
Applicable Law

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VI
Modifications

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE VII
Severability

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BY: JOHNSON COUNTY PARK AND
RECREATION DISTRICT BOARD OF
COMMISSIONERS

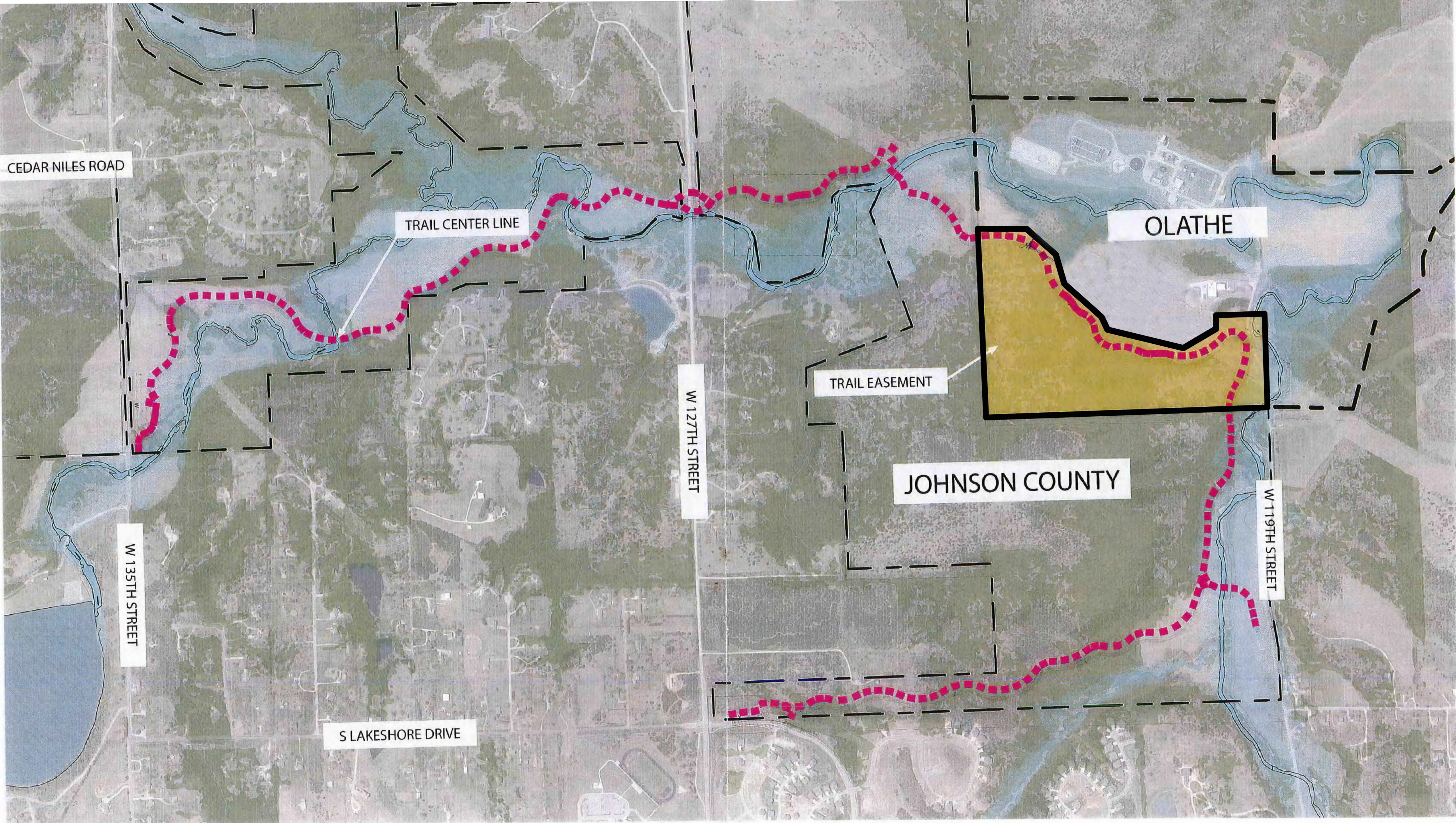
Chair, Johnson County Park and Recreation
District Board of Commissioners

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Attorney for the Board



PROPOSED TRAIL ALIGNMENT



CEDAR NILES PROPERTY

January 24, 2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Dan Fernandez, Planner II

SUBJECT: SU18-0008: Permit for more than 4 animals in a R-1 zoning district Applicant: David and Cynthia Czernik

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1019, SU18-0008, request approval for a special use permit to allow for more than four (4) animals on a residential lot less than three (3) acres; located at 813 E. Wabash Street. Planning Commission recommends approval 5-1

SUMMARY:

This is a request for a renewal of a Special Use Permit to allow the property at 813 E. Wabash Street to have more than 4 animals on the property. Per *Section 18.50.030* of the *Unified Development Ordinance (UDO)*, up to 4 domestic pets may be kept on properties less than 3 acres subject to *Title 8 (Animals)* of the *Municipal Code*. A Special Use Permit is required to have more than 4 domestic animals per property.

The applicants initially requested to keep 10 dogs, however, due to some of the foster dogs having health issues, the request was changed to 9 which staff supported.

The applicants have volunteered over 1000 hours each at local and national animal rescue agencies per the submitted statement of purpose and have completed training programs through agencies such as the American Society for the Prevention of Cruelty to Animals. The property currently has a 4-foot high chain-link fence around the rear yard, but the applicants have agreed to build a 6-foot high privacy fence by April 1, 2019 as part of this permit request. This requirement has been stipulated in the resolution for the special use permit.

The Planning Commission conducted a public hearing on January 28, 2019. No residents spoke for or against the proposal. Officer James Brackett with Animal Control did address the Commission and stated that on 2 unannounced visits to the property, that both the dogs and the property were well maintained. During the discussion, the applicants stated that the goal is to reduce the number of dogs to 6 or fewer and not keep all 9. Because of this, the applicants were agreeable to a 2-year time limit to update the Commission and City Council on the number of dogs and if there were any violations with the special use permit or Municipal Code. The Planning Commission recommended approval, with a 5-1 vote, of SU18-0008 for a 2-year time limit with stipulations for 9 dogs as stated in the Planning Commission minutes. A Commission member voted against recommending approval over concerns about the number of dogs being requested.

Other Commission members stated that the goal of reducing the number of dogs, the applicants' volunteer hours and the testimony of Officer Brackett were factors in recommending approval of the request.

FINANCIAL IMPACT:

None

MEETING DATE: 2/19/2019

ACTION NEEDED:

1. Adopt Resolution No. 19-1019 to approve a Special Use Permit to permit more than 4 animals in a R-1 zoning district as stipulated by the Planning Commission.
2. Deny Resolution No. 19-1019 (5 positive votes required) for a Special Use Permit to permit more than 4 animals in a R-1 zoning district as stipulated by the Planning Commission.
3. Return the Special Use Permit application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or deny.

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Resolution No. 19-1019



City of Olathe
City Planning Division

STAFF REPORT

Planning Commission Meeting: January 14, 2019

Application:	<u>SU18-0008</u> Special use permit for more than 4 animals (dogs)
Location:	813 E. Wabash Street
Owner/Applicant:	David and Cynthia Czernik
Staff Contact:	Dan Fernandez, Planner II

Comments:

The Applicant is requesting a continuance to a future Planning Commission meeting. The applicant has requested extra time to meet the public notification requirements for special use permit applications.

Applications are permitted one continuance per the *Unified Development Ordinance (UDO)* and any additional continuances are at the discretion of the Planning Commission. This is the first continuance request for this application. The applicant will send notification to surrounding property owners and updated signs will be placed on site when a date has been set.

Staff Recommendation:

Staff recommends continuing this application to a future Planning Commission meeting.



813 E WABASH ST - MORE THAN 4 ANIMALS
SU18-0008



User: jaredmd
 Date: 01/09/2019





City of Olathe

City Planning Division

MINUTES**Planning Commission Meeting: January 28, 2019**

Application:	<u>SU18-0008</u> A special use permit for more than 4 animals (dogs)
Location:	813 E. Wabash Street
Owner/Applicant:	David and Cynthia Czernik
Staff Contact:	Dan Fernandez, Planner II

Dan Fernandez, Planner II, appeared before the Planning Commission, summarizing the request, which is for a special use permit allowing more than four dogs at 813 East Wabash Street. He noted on the aerial phot the location of the residence situated on an approximately 7700-square foot lot. Open space to the south is zoned R-4. He noted that per the UDO, up to four domestic pets may be kept on property less than three acres by right and a special use permit is required to have more than that.

Mr. Fernandez reported that the applicant has eight dogs and would like to have up to 10 dogs so they can house two foster dogs. Currently, six dogs are licensed; the other two are not. The foster dogs typically stay a couple days at the property while shelters are found to house them. The applicant submitted a summary of how the animals are cared for. Each applicant reports having over 1,000 hours of volunteer service at various agencies, helping dogs. Staff received an email verification from the head of one of these agencies verifying hours served.

Mr. Fernandez stated that as part of this special use permit application, the applicant has agreed to build a privacy fence around the back yard, replacing a four-foot chain link fence. The privacy fence will provide more screening and help contain the dogs in the back yard. Mr. Fernandez said all public notice requirements have been met. Staff received one call from a resident who was concerned about the dogs barking, the dogs getting out, and the number of dogs being requested. Mr. Fernandez said Animal Control has been contacted and learned that an animal control officer has visited and inspected the site, finding no violations. Animal Control noted that the property and the dogs are both well maintained.

Mr. Fernandez stated that due to the number of dogs being requested, staff recommends six permanent dogs for this site, which is the number of licensed dogs the applicant currently has. Staff also recommends the applicant be allowed to foster up to four additional dogs because they are only there on a temporary basis. Staff is also recommending a two-year time limit on the special use permit because it will give the applicant an opportunity to show that they can meet the stipulations and municipal code requirements.

Mr. Fernandez concluded by saying that staff is recommending approval of the special use permit.

Comm. Fry asked Mr. Fernandez to review the current special use permit. **Mr. Fernandez** responded that this is the first special use permit and not a renewal. Comm. Fry asked how six dogs get licensed in a situation where the UDO only allows four. Mr. Fernandez responded that in this situation, three dogs were licensed by different people, so it may have been overlooked. Staff is recommending approval of six dogs because that is what is currently licensed for the property.

Chair Vakas opened the public hearing and asked the applicants to come forward. **David and Cynthia Czernik**, 813 East Wabash Street, approached the podium. Mrs. Czernik said they are requesting up to 10 dogs because they regularly foster dogs. She said only six dogs have been licensed because at the time those were licensed, the other two dogs were under six months old. She said they are new to this process. The applicants provided the Planning Commission a short PowerPoint showing who they are. She said she takes neighbors' concerns very seriously. They are passionate about fostering for dogs, especially those with special needs. The PowerPoint outlined their qualifications for caring for a number of animals. They also presented a slide noting that there are 24 dogs on their street, not including theirs, meaning that barking dogs come from many different places. Mrs. Czernik said that there is less than a 50 percent chance that their dogs are the source of the barking. She added that their dogs are walked two to three times a day and they often take the dogs to the dog park. She said their back yard is undergoing improvements, including a biodegradable waste system.

Mrs. Czernik said they are asking to keep nine dogs, not 10, because they want to keep their family together. She said they believe they do what's best for the dogs and their neighbors. She said they have re-homed dogs in the past. One was when a neighbor complained about excessive barking, and in order to keep peace in the neighborhood, Mr. and Mrs. Czernik re-homed that dog.

Comm. Rinke asked for clarification on the number of dogs the applicants own at this time. **Mrs. Czernik** said that right now, they have nine dogs in their house. They have twin dogs that are nine months old, which they have tried to re-home but have been unsuccessful. They are asking permission to keep those two dogs, as well. Therefore, they are asking for a special use permit to keep nine dogs, but they would no longer foster other dogs. **Mr. Czernik** noted that their home is large and they have room for all the dogs. **Comm. Fry** wants to be sure that the right precedent is being set and asked the applicant what sets them apart from others applying for the same type of special use permit. Mrs. Czernik noted that most people do not have the extensive and rigorous training they do. She believes they understand the dogs' behavioral and health needs. Mrs. Czernik has also taken veterinarian training classes on line and is working towards her veterinarian technician certification. Comm. Fry believes the idea of fostering dogs is a fantastic service to the city, as well as the dogs, and questions why they would give that up. He notes that staff recommends allowing six dogs and four more foster dogs, which he believes is a more ideal for approval. **Mrs. Czernik** said that was their initial plan, but they have grown attached to their two foster dogs and they are having difficulty rehoming them. The foster dogs have had difficulty adjusting to a permanent situation and have been returned to the Czerniks. She wants what is best for the animals, above all. Comm. Fry asked what the applicants would do if the application was approved as written, with six licensed dogs and four foster dogs. Mrs. Czernik said she didn't know, but she would have to weigh out what is best for the dogs and what might happen medically with them, as well as what other potential owners could handle in terms of health issues.

Aimee Nassif, Chief Planning and Development Officer, added that when formulating original recommendations, staff was not aware of the medical conditions of the dogs, as well as other factors. Therefore, staff is not opposed to changing the number, but keeping the same time period in case there are issues.

Comm. Rinke asked if nine were approved, if the number would decrease as the dogs pass away. **Mrs. Czernik** said yes, that the dogs would not be replaced with more dogs. **Chair Vakas** said he would be more comfortable knowing that the end result would be to bring the number down to four pets. Mrs. Czernik agreed. **Mr. Czernik** added that when they rescued the dogs, they were not aware of the health conditions.

James Brackett, Animal Control Officer, City of Olathe, approached the podium. He said he comes across many people who are over the limit on pets, and there are very few cases where there isn't some sort of concern about the welfare of the animal. He said in this case, he was called to make a welfare check because someone was concerned about the large number of dogs. He said when he visited the residence, he noted that the yard was clean, which is rare given the number of

SU18-0008
January 28, 2019
Page 3

dogs. He said all the dogs were in good health and were licensed. He had no concerns about the number of dogs in the house and told the applicants that as long as there were no complaints, he would not cite them for being over the limit. A few months later, he received a call from a neighbor who said that the Czerniks were not picking up animal waste when walking their dogs. He said that complaint proved to be unfounded. However, at that time, he did issue a citation for over the limit, and then, explained how to get a special use permit.

Chair Vakas asked if anyone in the audience wished to speak about this application. There being none, he called for a motion to close the public hearing.

Motion by Vice Chair Rinke, seconded by Comm. Munoz, to close the public hearing.

Motion passed 6-0.

Comm. Munoz noted that it would be difficult to approve such a dramatic increase, from four to nine dogs. He is hoping in the next two years, they will be able to re-home some of the dogs. He questioned what would happen if the special use permit is permitted but there are issues. **Mr. Fernandez** responded that any special use permit can be brought back by the planning official for revocation if there are complaints. Therefore, the same could happen here any time within the two-year timeframe of the permit. Comm. Munoz asked if the applicants' goal was to ultimately end up with four dogs or six dogs. Mr. Fernandez responded that the City's goal would be four dogs. **Chair Vakas** commented that even if the number was brought down to four, the applicants would still want to foster. Therefore, he believes they would seek to renew the special use permit in order to foster additional dogs. **Comm. Rinke** commended the applicants for the great care they are providing to these dogs. He appreciates that Officer Brackett has observed the property and had nothing negative to report. He is in support of the special use permit.

Motion by Vice Chairman Rinke, seconded by Comm. Sutherland, to recommend approval of SU18-0008, for the following reasons:

- (1) The proposal conforms to the Goals, Objectives and Policies of the *Comprehensive Plan*.
- (2) The proposal complies with the *Unified Development Ordinance (UDO)* criteria for considering special use permit requests.

Vice Chair Rinke's motion included recommending that the following stipulations be included in the ordinance, as amended:

- (1) The Special Use Permit is valid for a period of 2 years following Governing Body approval, with an expiration date of February 19, 2020.
- (2) The property shall be subject to all requirements of *Title 8 (Animals)* of the *Olathe Municipal Code*.
- (3) A maximum of 10 dogs, one (1) of which may be a foster dog, may be kept on the property at one time.
- (4) A 6-foot privacy fence shall be constructed around the backyard prior to April 1, 2019. Failure to do so may result in revocation of this SUP.

Prior to the vote, **Comm. Munoz** noted that the applicant stated earlier that she was only going to keep nine dogs licensed and she was not taking on any more foster dogs. Now, the motion is to

SU18-0008
January 28, 2019
Page 4

approve 10 dogs, not 9. **Chair Vakas** asked if another motion should be entertained. He stated that the motion on the floor needs to be voted on first; City counsel agreed.

Aye: Rinke (1)

No: Sutherland, Fry, Munoz, Corcoran, Vakas (5)

Motion failed 1-5.

Chair Vakas called for a second motion.

Motion by Comm. Munoz, seconded by Comm. Corcoran, to recommend approval of SU18-0008, for the following reasons:

- (1) The proposal conforms to the Goals, Objectives and Policies of the *Comprehensive Plan*.
- (2) The proposal complies with the *Unified Development Ordinance (UDO)* criteria for considering special use permit requests.

Comm. Munoz's motion included recommending that the following stipulations be included in the ordinance, as amended.

- (1) The Special Use Permit is valid for a period of 2 years following Governing Body approval, with an expiration date of February 19, 2020.
- (2) The property shall be subject to all requirements of *Title 8 (Animals)* of the *Olathe Municipal Code*.
- (3) A maximum of nine (9) dogs may be kept on the property at one time.
- (4) A 6-foot privacy fence shall be constructed around the backyard prior to April 1, 2019. Failure to do so may result in revocation of this SUP.

Aye: Sutherland, Rinke, Munoz, Corcoran, Vakas (5)

No: Fry

Motion was approved 5-1.

RESOLUTION NO. 19-1019

A RESOLUTION GRANTING A SPECIAL USE PERMIT FOR MORE THAN FOUR (4) ANIMALS (DOGS) ON A RESIDENTIAL LOT LESS THAN THREE (3) ACRES SUBJECT, HOWEVER, TO THE STIPULATIONS HEREINAFTER MORE FULLY EXPRESSED.

WHEREAS, Application No. SU-18-0008 was filed with the City of Olathe, Kansas, on the 1st day of November, 2018; and

WHEREAS, said Application requested that the City Council of the City of Olathe, Kansas, issue a special use permit for more than four (4) animals (dogs) on the following described property:

LOT 20, COULTER'S ADDITION, A SUBDIVISION LOCATED IN
OLATHE, JOHNSON COUNTY, KANSAS

WHEREAS, such property is zoned R-1; and

WHEREAS, Chapter 18.40 and 18.20 of the Unified Development Ordinance authorizes the establishment of such a use in such zoned area upon the issuance of a special use permit; and

WHEREAS, the Planning Commission and the City Council of the City of Olathe, Kansas, having given the requisite notices by publication and otherwise, and after holding a public hearing on the 28th day of January 2019, and affording a full and fair hearing to all the property owners, generally, and to other interested persons situated in the affected area or in the vicinity thereof; and

WHEREAS, the Planning Commission of the City of Olathe, Kansas, has recommended that the special use permit be granted; and

WHEREAS, the City Council is of the opinion that such special use permit should be granted subject to the conditions set out herein.

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

SECTION ONE: That Application No. SU18-0008 requesting the issuance of a special use permit for more than four (4) animals (dogs) on the previously described property, which is presently zoned as R-1, is hereby approved.

SECTION TWO: That this special use permit is approved and granted upon the following stipulations and in conformance with Chapter 18.40 and Chapter 18.20 of the Unified Development Ordinance:

- (1) The Special Use Permit is valid for a period of 2 years following Governing Body approval, with an expiration date of February 19, 2021.
- (2) The property shall be subject to all requirements of *Title 8 (Animals)* of the *Olathe Municipal Code*.
- (3) A maximum of nine (9) dogs may be kept on the property at one time.

- (4) A 6-foot privacy fence shall be constructed around the backyard prior to April 1, 2019. Failure to do so may result in revocation of this SUP

SECTION THREE: That this Resolution shall take effect immediately.

ADOPTED by the Council this 19th day of February 2019.

SIGNED by the Mayor this 19th day of February 2019.

ATTEST:

Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Public Works
STAFF CONTACT: Mary Jaeger/Beth Wright
SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:
Consideration of Consent Calendar.

SUMMARY:
Consent Calendar consists of Project Completion Certificates for Public Works projects.

FINANCIAL IMPACT:
N/A

ACTION NEEDED:
Approve Consent Calendar for February 19, 2019.

ATTACHMENT(S):
A: Consent Calendar

City Council Information Sheet

Date: February 19, 2019

ISSUE: Consent Calendar for: February 19, 2019

DEPARTMENT: Public Works

SUMMARY:

1) PROJECT COMPLETION CERTIFICATES

- a) Harvest Bible Chapel Waterline – 5-D-008-18 – Waterlines

2) CHANGE ORDERS

- a) none

3) FINAL PAYMENT TO CONTRACTORS

- a) none

Submitted by: Mary Jaeger, Director / Beth Wright, Deputy Director



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Alan Shorthouse

SUBJECT: Consideration of a Professional Services Agreement with Black & Veatch Corporation for design of the replacement standby generators for the Harold Street Wastewater Treatment Plant and the Renner Pump Station.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Black & Veatch Corporation for design of the replacement standby generators for the Harold Street Wastewater Treatment Plant and the Renner Pump Station.

SUMMARY:

The Harold Street Wastewater Treatment Plant, located at Harold Street and Northgate Street, treats wastewater flows from the center of Olathe. Standby power is currently provided by a diesel generator that was installed in 1995; when it was installed, the generator was a salvaged unit that was in good condition despite being 13 years old at the time. This unit is over 37 years old.

The Renner Pump Station, located at Renner Boulevard and 119th Street, is part of the drinking water distribution system and pumps water from the Renner Tower into the distribution system. Standby power is currently provided by a diesel generator that was installed in 1984. This unit is 35 years old.

Both units are at the end of their useful service lives and spare parts are no longer available for repairs. These units and the associated electrical components are required to provide reliable standby power to operate their respective facilities.

This Professional Services Agreement with Black & Veatch Corporation provides for electrical load studies at each facility to determine the equipment to be powered by the generator and the generator sizes and engineering design and bidding services.

The total fee for the services provided in this Professional Services Agreement is \$205,129.

FINANCIAL IMPACT:

The funding for the Harold Street Wastewater Treatment Plant and Renner Pump Station Generator Replacement Projects includes:

Water & Sewer Funds	\$205,129
Total	\$205,129

ACTION NEEDED:

Approval of a Professional Services Agreement with Black & Veatch Corporation for design of replacement standby generators for the Harold Street Wastewater Treatment Plant and the Renner

MEETING DATE: 2/19/2019

Pump Station.

ATTACHMENT(S):

A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Black & Veatch Corporation, hereinafter "Consultant" (collectively, the "Parties").

City intends to construct an improvement project (hereinafter called the "Project") in Olathe, Kansas, described as follows:

Standby Generator Replacement **Project Nos. 1-C-021-18 and 5-C-042-18**

The Project is more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform services on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will

not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes the public street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed Two Hundred Five Thousand One Hundred Twenty Nine Dollars (\$205,129), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by

reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Fourteen Thousand Seven Hundred Seventy Nine Dollars (\$14,779) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**.

Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before the following dates based on a Notice-to-Proceed by February 11, 2019:

Preliminary Design – March 25, 2019

100% Contract Documents – August 12, 2019

Contract Award Recommendation – September 23, 2019

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project as described below:

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.

2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Opinion: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Opinion: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be

made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Opinion: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Derek Cambridge. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include

necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.

3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
5. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services. Consultant has the right to rely on the information provided by City.

B. ACCESS

City will provide access for Consultant to enter public and private property related to the Project and performance of Consultant's obligations under this Agreement.

C. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

D. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of City.

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Consultant. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: John Gilroy
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Black & Veatch Corporation
Attn: Derek L. Cambridge
8400 Ward Parkway
Kansas City, MO 64114

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of

insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.

2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance

required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant 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, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant 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 Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant 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. Consultant 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.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act

(K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. 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 and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND 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.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to

others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.

2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

N. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

O. SEVERABILITY CLAUSE

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.

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

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

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 201__.

CITY OF OLATHE, KANSAS

By: _____.
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Black & Veatch Corporation

By: _____

Derek L. Cambridge
Associate Vice President
8400 Ward Parkway
Kansas City, MO 64114

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	City of Olathe Insurance Requirements
Exhibit E	Certificate of Insurance
Exhibit F	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

The standby generator replacement projects at Harold Street Wastewater Treatment Plant (WWTP) and Renner Water Tower consists of demolition of the existing standby diesel generator and automatic transfer switch at both facilities, and installing these new components at each location to comprise the emergency standby power systems. Consultant will provide a technical memorandum for two generator sizing options at each site, based on load study analysis of multiple operating scenarios, installation, and cost information provided by generator vendors. After Owner's review and approval, documents shall be prepared for selection of a System Supplier based on an evaluated proposal basis.

Upon selection of a generator system supplier for each of the two facilities, the Consultant shall prepare installation contract documents and provide construction phase services including meetings, shop drawing review, pay application processing, and change management services.

Locations of the two generator replacement projects are shown in the figures below:





EXHIBIT B

Scope of Services

This scope describes engineering services the Consultant will provide the City in connection with the Standby Generator Replacement Projects for Harold Street Wastewater Treatment Plant (WWTP) (1-C-021-18) and Renner Water Tower (5-C-042-18). The description of work is included in Exhibit A and includes the following phases. Phases I through V shall be performed as defined below. Upon completion, Phase VI will be defined and provided as a supplemental service.

PHASE I.	PROJECT ADMINISTRATION
PHASE II.	GENERATOR OPTIONS AND SIZING EVALUATION
PHASE III.	GENERATOR PROCUREMENT
PHASE IV.	DETAILED DESIGN
PHASE V.	BIDDING PHASE SERVICES

PHASE I. PROJECT ADMINISTRATION

1. Project Administration ~ Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review progress with City on a regular basis and discuss issues with the City as they are noted. The anticipated duration of the project is eight (8) months from kickoff through Phase V – Bidding Phase Services. The project schedule will have an overlapping of phases allowing detailed design to occur concurrently with finalizing procurement and equipment fabrication. The duration of each phase includes of six (6) weeks for Phase II, twelve (12) weeks for Phase III, eight (8) weeks for Phase IV, and eight (8) weeks for Phase V.
 - a. Project Initiation- Conduct a project initiation meeting to clarify City's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule.
 - b. Monthly Project Updates - Submit a one-page status report with monthly invoices to appraise the City on progress of the work. The report will include such items as:
 - i. Status of work done on major tasks
 - ii. Project budget update
 - iii. Project schedule update
 - c. Progress Meeting - Conduct an intermediate progress meeting to provide the City with an update of the project status and receive City input relative to the generators replacement.
 - d. Utility Company Meetings – Participate in two meetings (one per site) to coordinate project needs with the electrical utilities.

PHASE II. GENERATOR OPTIONS AND SIZING EVALUATION

1. For each site, review of existing as-builts, O&Ms, maintenance information, operating data, and a site inspection to verify loads. Obtain Owner's input on a standby power operating scenario, and perform condition assessment of identified equipment and process loads. Recommendations assume replacement of the existing switchgears and updates to the electrical distribution system are not needed. Develop a load list of equipment to be on standby generator power. This load list will include order of startup and running loads. Other specifics regarding each site are as follows:
 - a. Harold Street WWTP:
 - i. Utilize existing one-line diagrams, site visit, and Owner's critical load operating scenario to preliminary determine the critical loads for generator sizing. Lead a workshop with City staff to confirm the load study and recommend final generator sizing.
 - ii. Include replacement of automatic transfer switch.
 - iii. Obtain preliminary generator selections from manufacturers.
 - iv. Based on alternative operating scenarios, identify two sizing options and receive feedback from staff.
 - b. Renner Water Tower:
 - i. Utilize existing one-line diagrams, the Water Master Plan, and site visit to preliminary determine the critical loads for generator sizing. Lead a workshop with City staff to confirm the load requirements and finalize generator sizing.
 - ii. Include replacement of automatic transfer switch.
 - iii. Perform laser scanning of the existing generator room to identify space constraints.
 - iv. Obtain preliminary generator selections for two sizing options from manufacturers to confirm generators can fit within existing space. Sizing options to be based on alternative operating scenarios.
2. Technical Memorandum and Workshop – Prepare technical memorandum for each site summarizing the evaluations and comparison of the generator size and installation options and submit five (5) hard copies and one (1) electronic copy of Draft to City for review. Technical memorandums will include budgetary cost estimates. Conduct workshop to receive City comments and confirm decisions. Incorporate City comments and issue three (3) hard copies and one (1) electronic copy of the Final Technical Memorandums which serve as the Basis of Design moving forward.

PHASE III. GENERATOR PROCUREMENT

1. For each site, prepare equipment specifications to preselect the generator equipment. Once the generator equipment has been selected based on an evaluated bid, the agreed upon price will be included with the remainder of the Contract bid. Other specifics

regarding each site are as follows:

- a. Front End Documents – Utilize City of Olathe’s front-end documents, general conditions, special conditions, with Engineer’s supplementary front-end documents, standard specifications, and standard details. Meet with Owner to resolve review comments and revise documents accordingly.
 - b. Evaluated Bid Documents – Prepare equipment specifications for selection of the generator based on an evaluated bid and pre-select the equipment.
2. Generator Selection Meeting – Prepare summary of vendor quotes and recommendation for selection. Conduct meeting with the City to confirm selection.
3. Selection – Assist with negotiations of the pre-selected equipment.
4. Shop Drawings – Review shop drawings for the pre-selected equipment.

PHASE IV. DETAILED DESIGN

1. Detailed Design – Detailed design is to commence only after City has accepted design criteria. Aspects of final design related to the technical memorandums will not proceed until final decision has been made on those items. The construction contract documents shall be prepared for selection of a Contractor on a competitive bid basis for installation of the pre-selected generators. Six (6) copies of design packages will be submitted to the City for review at the 90% design level for review and input. Opinions of probable construction cost will be provided at the review meetings for the 90% design levels. A meeting will be held for each site at the 90% design level (two meetings budgeted).
 - a. 90% Design deliverables are as follows:
 - i. Final review set of front-end document.
 - ii. Final review set of drawings with all details.
 - iii. Final review set of specifications.
 - iv. Updated opinion of probable cost.
2. Scope of Work - The following describes the scope of improvements proposed for each site:
 - a. Harold Street WWTP: Demolition of the existing standby diesel generator and automatic transfer switch and installation of a skid mounted backup diesel powered generator located in a standalone weatherproof enclosure. Installation of a new automatic transfer switch will also be included in the design. Fuel storage shall be integral to the unit and should provide at least 24 hours of supply. Generator will be used solely for backup power and will not be configured or permitted for electrical peak shaving.
 - b. Renner Water Tower: Demolition of the existing standby diesel generator and automatic transfer switch and installation of a skid mounted backup diesel powered generator to be located in the existing 250-square foot generator

room. Installation of a new automatic transfer switch will also be included in the design. If possible, utilization of the existing fuel storage system will be maintained, allowing for 24 hours of supply. Replacement generator will be designed with an updated cooling system to eliminate using potable water for cooling. Generator will be used solely for backup power and will not be configured or permitted for electrical peak shaving.

3. Submit one set of plans for regulatory review.
4. Provide a list of permits for the construction contractor to obtain.
5. Wellfield Drainage Support - Consultant shall provide support of the City's Lime Sludge Monofill, Permit 548, by preparing drawings to identify stormwater control structures and drainage arrows. Prior to commencement of the work, Consultant will make a site visit with the Owner to review site conditions and confirm desired deliverables. Drawings will be prepared by Consultant, but will be signed and sealed by the City's CQA Engineer. In addition, Consultant will prepare a grading plan to enhance drainage in the vicinity of HCW No. 2. The City will contract directly for performance of the work.

PHASE V. BIDDING PHASE SERVICES

1. Bid Documents – Prepare final signed and sealed plans for bidding. Provide an electronic submittal to City for upload to the ftp site. Two sets of hardcopy documents will also be provided.
2. Prebid Conference – Conduct a prebid conference at the Owner's facility including site visits at each site. Documents will be bid as one project.
3. Interpretation of Bidding Documents and Addenda Preparation – Interpret bidding documents and respond to bidder inquiries. Prepare an issue addenda to the bid documents. One addenda has been budgeted.
4. Bid Evaluation and Recommendation – Following bid opening, review bids and provide a letter of recommendation.
5. Contract Document Execution – Work with contractor to prepare conformed documents for contract execution.

SUPPLEMENTAL SERVICES

1. Any work requested by City that is not included in one of the tasks listed herein will be classified as Supplemental Services.
2. Construction Phase Services.
3. Review of validation reports which have not been previously reviewed by the Engineer.

4. Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
5. Appearances at any public hearings or before special boards other than those specifically noted.
6. Special consultants or independent professional associates requested or authorized by the City.
7. Additional progress review meetings or meetings with other City departments for coordination purposes.

CITY'S RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Drawings and reports that are available in the files of the City and which may be useful in the work involved under this contract.
2. The services of at least one of the City's employees or staff who has the right of entry to, and who has knowledge of, the existing water treatment plant facilities.
3. Appoint an individual who shall be authorized to act on behalf of City, with whom Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon City as to all matters pertaining to this Agreement and the performance of the parties hereunder.

EXHIBIT C
Fee & Rate Schedule

For the services covered by this Contract, the City agrees to pay the Consultant as follows:

1. Compensation for engineering services shall be in accordance with the following hourly billing rates:

<u>Black & Veatch Classification</u>	<u>2019 Hourly Billing Rates</u>
Project Director	\$265
Project Manager	\$238
Project Secretary	\$104
Sr. Engineering Manager	\$218
Engineering Manager	\$191
Design Engineer – Level 4	\$169
Design Engineer – Level 3	\$157
Design Engineer – Level 2	\$133
Design Engineer – Level 1	\$112
CAD Administrator	\$170
Sr. CAD Technician	\$122
CAD Technician	\$103
Project Accountant	\$104
Sr. Process Engineer	\$232
Process Engineer	\$145
QA/QC Engineer	\$244
Estimator	\$188
Project Controls	\$128

2. Compensation for reimbursable expense items and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

<u>Expense Item</u>	<u>Unit Cost</u>
Travel, Subsistence, and Incidental Expenses	Net Cost
Automobile/Motor Vehicles – Local Mileage	\$.55/mile
Automobile/Motor Vehicles – Rental	Net Cost
Telephone and Telegraph Costs	*
Reproduction of Reports, Drawings & Specifications	Net Cost
Postage & Shipping Charges of Job-Related Materials	*
Computer Services	*
Photograph and Video Reproductions	Net Cost

Sub-Consultant Fees

Net Charge
x 1.10

*Included in hourly expense rate of \$8.75.

3. The Schedule of Hourly Billing Rates and Charges indicated herein is effective for services through 2019. The Schedule of Hourly Billing Rates and Charges will be revised and re-issued in March of subsequent years.

EXHIBIT D
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall 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. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT E
Certificate of Insurance

EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2681815

Entity Name: BLACK & VEATCH CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 22, 1998, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 18, 2019

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1090978 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Phoenix Concrete & Underground, LLC for construction of the Downtown Bollards Project, PN 7-C-009-18.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete & Underground, LLC for construction of the Downtown Bollards Project, PN 7-C-009-18.

SUMMARY:

On February 5, 2019, five (5) bids were received and opened for the above referenced project. The bids ranged from \$72,430.91 to \$129,500.00 with the Engineer's Estimate at \$102,125.00. Phoenix Concrete & Underground, LLC submitted the low and responsible bid in the amount of \$72,430.91. The following is a tabulation of the bids received:

Phoenix Concrete & Underground, LLC	\$ 72,430.91
Gunter Construction Company	\$ 73,823.00
Freeman Concrete Construction, LLC	\$ 81,934.00
Engineer's	\$ 102,125.00
Amerifence Corporation	\$ 113,675.00
Infrastructure Solutions, LLC	\$ 129,500.00

This project will install removable bollards at three street locations in downtown Olathe. These bollards will be used during events when Cherry and Park Streets are closed to vehicle traffic. The bollards will replace the need for concrete barriers used in the past.

Construction is scheduled to begin in March 2019 and completed in April 2019.

FINANCIAL IMPACT:

This project is funded from the general fund operations budget.

ACTION NEEDED:

Approval of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete & Underground, LLC for construction of the Downtown Bollards Project, PN 7-C-009-18.

ATTACHMENT(S):

A: Engineer's Estimate and Affidavit of Estimate

B: Project Location Map

C: Bollard Example

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

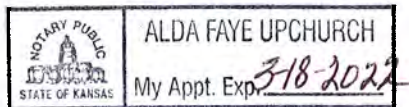
Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
states:

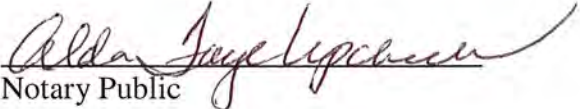
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Downtown Bollards
Project, P.N. 7-C-009-18 is attached and I am providing the estimate of
the cost under oath (Exhibit A).



Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 11th
day of February, 2019.





Notary Public

My Appointment Expires

March 18, 2022



ENGINEERS ESTIMATE
Downtown Bollards Project
Project Number 7-C-009-18
February 5, 2019

ITEM	DESCRIPTION	UNITS	QUANT.	UNIT/PRICE	TOTAL
1.	Mobilization	L.S.	1	\$15,000.00	\$15,000.00
2.	Traffic Control	L.S.	1	\$5,000.00	\$5,000.00
3.	Remove Existing Pavement	S.Y.	55	\$20.00	\$1,100.00
4.	Install Bollard Foundation	L.F.	94	\$350.00	\$32,900.00
5.	6" Internal Removable Stainless Steel Bollards	Ea.	22	\$1,300.00	\$28,600.00
6.	6" Embedment Sleeves (18" Depth)	Ea.	22	\$350.00	\$7,700.00
7.	Round Stainless Steel Lifting Handles	Ea.	44	\$45.00	\$1,980.00
8.	Install Concrete Base Repair (EST)	S.Y.	34	\$100.00	\$3,400.00
9.	Install 2" BM-2FR Asphaltic Concrete (EST)	Tons	4	\$500.00	\$2,000.00
10.	Install 4" Yellow Thermoplastic Pavement Marking (EST)	L.F.	20	\$2.50	\$50.00
11.	Install 6" White Thermoplastic Pavement Marking (EST)	L.F.	34	\$5.00	\$170.00
12.	Install 24" White Thermoplastic Pavement Marking (EST)	L.F.	29	\$25.00	\$725.00
TOTAL					\$98,625.00
OWNER'S CONTINGENCY ALLOWANCE					\$3,500.00
GRAND TOTAL					\$102,125.00

Submitted by:

Austin D. Lamparter, P.E.
Project Manager

2-5-19

Date



Downtown Bollards Project
P.N. 7-C-009-18
Project Location Map



Downtown Bollards Project

P.N. 7-C-009-18

Bollard Example





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Emily Baker/Amy Tharnish

SUBJECT: Acceptance of bids and consideration of award of contracts to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc for the purchase of office furniture city wide

ITEM DESCRIPTION:

Acceptance of bids and consideration of award of contracts to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc for the purchase of office furniture city wide

SUMMARY:

On October 12, 2018 bids were received by Johnson County asking as the lead agency on a cooperative bid for the purchase of office furniture. BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc were awarded contracts (contract # 2018-101).

The new Indian Creek Library will be utilizing this contract to furnish the new Indian Creek Library. Other departments around the City will also utilize this contract for furniture purchases and replacements.

Staff recommends award of contract to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc through November 14, 2019.

FINANCIAL IMPACT:

Estimated expenditures are \$1,200,000. Funding will be from departments' operating budgets and the Indian Creek Project.

ACTION NEEDED:

Award of contract to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business LLC, Encompas Corporation, Freedom Interior Solutions LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces Inc, Staples Advantage, Team office, and United Office Products Inc for

ATTACHMENT(S):

A. Final Bid Tabulation

Furniture Brand or MFG	BA Designs	Built Interior Construction	Commercial Concepts and Furnishings	Concepts for Business LLC	Encompas Corporation	Freedom Interior Solutions, LLC	Interior Landscapes	John A Marshall Company	Modern Business Interiors	Payless Office Products	Scott Rice Office Works	Spaces Inc	Staples Advantage	Team Office	United Office Products Inc
Agati	-	-	-	-	51.42	-	-	-	-	23	-	-	-	50.29	35
AIS	-	-	-	-	80.68	-	-	-	-	-	-	-	-	-	70
Allemuir	-	-	42.6	-	53.97	-	-	-	-	40	-	49.2	-	-	50.5
Allseating	-	-	47.2	-	57.3	55.3	-	-	-	55	-	57	-	58.02	50
Allsteel	-	-	-	-	-	-	-	-	69.5	-	-	-	70.3	-	-
Andreu World	47.36	-	-	-	54.54	52.9	52.9	55.5	-	44	-	49.5	-	55.81	50
Appendx	-	-	-	-	-	-	-	65.9	-	44	-	-	-	66.86	50
Arcadia	49.75	-	47.2	-	51.42	-	-	-	-	45	-	51.7	-	50.29	51
Arconas	-	-	47.2	-	-	-	-	-	-	-	53.8	-	-	-	-
Aurora	-	-	-	44.5	-	-	-	-	-	-	-	-	-	-	-
BCI Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bernhardt	-	-	-	-	52.44	-	53.85	48.85	-	45	-	50.5	-	52.77	-
Boss Design	47.05	-	47.2	-	48.86	47	-	47.25	-	-	-	49.2	-	-	-
Buzzispace	-	-	-	-	43.18	41	-	-	-	-	-	-	-	-	-
Byrne Electrical	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cabot Wren	-	-	-	-	48.86	-	-	48.85	-	-	-	-	-	-	-
Carolina Business Furniture	-	-	-	-	-	-	-	61.5	-	42	60	49.2	-	58.5	-
Claridge	-	-	52.1	-	-	-	-	-	-	52	-	51.8	51	59.34	55
Clarus	51.42	-	46.2	-	53.97	52	52.35	55	-	40	53.66	-	50	55.26	50
Coalesse	-	-	-	-	-	-	-	-	-	-	50	-	-	-	-
Community Furniture	-	-	52.2	-	-	-	-	56.8	-	42	53	53	-	58.02	53
Cumberland	-	-	-	-	48.86	-	-	48.85	-	-	-	-	-	-	-
Darran	55.29	-	52.1	-	58.18	53	-	-	-	51	-	54.8	-	-	52
David Edward	-	-	-	-	48.86	-	-	-	-	-	-	49.2	-	50.29	40
Davis	-	-	-	-	44.5	-	-	51	-	42	51.5	44.5	-	43.59	-
Decca Contract	-	-	-	-	56.8	55	53.6	57.75	-	49	-	54.8	-	58.02	55
DIRTT	-	2	-	-	-	-	-	-	-	-	-	11	-	-	-
Doug Mockett	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Egan Visual	-	-	47.2	-	45	47	47	48.85	-	42	-	49.2	-	-	47
EMU Contract	-	-	-	-	48.86	-	-	54	-	-	-	-	-	-	-
Encore Seating	55.5	-	51.7	-	56.81	-	-	57.75	-	52	-	57.1	-	55.81	51
Enwork	-	-	-	-	-	-	-	-	-	-	66	66	-	-	-
ERG	-	-	52.2	-	54.54	-	-	-	-	47	-	54.8	-	55.81	52
First Office	-	-	-	-	-	-	-	61.5	-	42	60	49.2	-	58.5	-
Fixtures	-	-	-	-	-	-	-	-	-	42	-	-	-	-	-
Forms + Surfaces	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ghent	-	-	43.2	-	-	53	-	-	-	45	-	-	50	-	50
Global*	55.5	-	57.7	-	-	-	-	-	-	55	60	58.6	57	55.51	60
Gunlocke	-	-	-	-	-	-	-	54.5	-	-	-	-	53.5	-	-
Haworth	-	-	-	-	71	-	-	-	-	-	-	-	-	-	-
HBF	47.05	-	-	-	50.39	-	-	51.5	-	-	-	50.7	-	50.29	-
Herman Miller	-	-	-	-	-	-	-	71	-	-	-	-	-	-	-
Hi-5	-	-	-	-	54.1	-	52.93	-	-	50	51.22	54.8	52	55.81	40
Highmark	-	-	-	-	-	-	-	61.5	-	44	60	54.8	-	58.5	-
Hightower	-	-	40.2	-	46.02	41	-	47.25	-	-	-	43.5	-	47.52	-
HON Seating & Files	59.5	-	-	-	-	61	60.2	-	-	58	-	-	60	-	52
Humanscale	65.059	-	-	-	64	59	-	-	-	48	-	64	62	66.5	66
Ideon	56	-	-	-	-	-	59.55	58.5	-	-	58	59	-	-	-
ISS Wire Shelving	-	-	-	47	-	-	-	-	-	-	-	-	-	-	-

Furniture Brand or MFG	BA Designs	Built Interior Construction	Commercial Concepts and Furnishings	Concepts for Business LLC	Encompas Corporation	Freedom Interior Solutions, LLC	Interior Landscapes	John A Marshall Company	Modern Business Interiors	Payless Office Products	Scott Rice Office Works	Spaces Inc	Staples Advantage	Team Office	United Office Products Inc
Izzy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Janus et Cie	-	-	-	-	53	-	-	-	-	-	-	-	-	-	-
Jasper Furniture	-	-	54.3	-	53	-	-	-	-	48	-	53	-	58.02	-
JSI Furniture	-	-	52.2	-	53	-	-	56.8	-	48	53	53	-	58.02	53
Keilhauer	49.7	-	-	-	51.42	-	-	55	-	-	-	54.2	-	-	-
Kimball	-	-	-	-	-	58	-	-	-	-	-	-	-	-	-
Knoll	-	-	-	-	-	-	-	-	-	-	-	70	-	-	-
Krueger International (KI)	52.5	-	-	-	-	-	-	-	-	45	-	-	-	52.76	47
Krug	-	-	-	-	51.42	-	-	51.4	-	-	-	-	-	-	-
Landscapeforms	-	-	43.3	-	-	-	-	-	-	-	-	-	-	2.77	-
Leland	-	-	47.2	-	52.78	-	-	-	-	-	52.78	52.78	-	47.83	-
Level 4 Designs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lowestein	-	-	-	-	-	-	-	61.5	-	44	60	49.2	-	58.5	-
Magnusen	-	-	42.7	-	50	-	-	44	-	35	50	50	-	-	-
Martin Brattrud	-	-	-	-	48.86	-	-	48.85	-	-	-	-	-	-	-
Mayline	59	-	52.2	-	59	59	-	-	-	50	-	59	-	59.5	62.2
Mechoshade	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Moduform	-	-	46.6	-	-	-	-	-	-	-	-	-	-	-	-
Multisort	-	-	-	47.5	-	-	-	-	-	-	-	-	-	-	-
National Office Furniture	57	-	-	-	-	-	57.5	59.6	-	55	55.5	-	55	-	-
Nessen	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Norix	-	-	45.6	-	-	47	-	-	-	-	-	-	-	44.76	48
NorvaNivel	-	-	-	-	-	-	-	-	-	-	50	-	-	-	-
OFS	-	-	-	-	-	-	-	61.5	-	42	60	49.2	-	58.5	-
Orangebox	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Peter Pepper	-	-	-	-	48.86	-	-	48.85	-	-	-	-	-	-	-
Scandinavian Spaces	-	-	-	-	53.97	-	-	-	-	-	-	-	-	-	-
Sit On It	56	-	-	-	-	-	59.55	58.5	-	-	58	59	-	-	-
Smith System	-	-	-	-	-	41	-	-	-	-	46.43	-	-	-	40
Spacesaver	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Spacestor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Steelcase	-	-	-	-	-	-	-	-	-	-	64.5	-	-	-	-
SurfaceTech	-	-	52.2	-	-	-	-	-	-	52	-	56	52	56.91	-
Takeform	-	-	-	-	-	-	-	-	-	-	-	-	-	12.5	-
Teknion	77.525	-	-	-	-	-	-	-	-	-	-	-	-	78	-
Thonet	-	-	-	52.3	-	-	-	-	-	-	-	-	-	50.29	-
Trinity	-	-	-	-	-	-	49.7	-	-	42	-	51.7	-	-	50
Versteel	47.05	-	-	-	48.86	-	-	51.4	-	-	-	49.2	-	50.29	-
Vitra	46.91	-	-	-	-	-	-	40	-	-	-	-	-	56.97	-
VS America	-	-	-	-	-	-	-	-	-	-	20	-	-	-	-
Watson	-	-	51.7	-	55	55	-	57.75	-	43	-	57	-	-	-
4 Tied Bids	0/19	0/1	2/25	4/36	15/38	3/17	2/11	14/34	0/1	1/36	11/23	9/40	1/11	19/37	3/27
Yellow Highlight = tie / party to be awarded				red = number of bids to be awarded to vendor			black = total number of bids submitted by vendor								



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Michael Meadors/Amy Tharnish
SUBJECT: Consideration of renewal of contract with Burtin & Associates, Inc. for Janitorial Services.

ITEM DESCRIPTION:
Consideration of renewal of contract with Burtin & Associates, Inc. for Janitorial Services

SUMMARY:
On November 30, 2016, six (6) proposals were received in response to the performance and indexed service RFP for janitorial services as required at City buildings. The services will consist of general cleaning such as floor cleaning, waxing, vacuuming, dusting, trash removal, cleaning and disinfecting restrooms, and the restocking of all custodial paper supplies. Performance will be based upon ISSA Clean standard and associated inspection criteria.

Staff Recommends renewal of contract with Burtin & Associates, Inc. for a one (1) year contract through January 31, 2020.

64 vendors were notified of the RFP of which 8 were Olathe vendors. One (1) vendor responded to the RFP and the other 7 vendors did not provide these specific services.

FINANCIAL IMPACT:
Expected annual expenditure of \$450,0000 will be charged to the service contracts account of Facilities Maintenance Division and Public Works Department.

ACTION NEEDED:
Renewal of contract with Burtin & Associates, Inc.

ATTACHMENT(S):
None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to MTS Contracting, Inc. for the purchase of Masonry & Concrete Pavement Maintenance for Facilities Maintenance.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to MTS Contracting, Inc. for the purchase of Masonry & Concrete Pavement Maintenance for Facilities Maintenance.

SUMMARY:

On January 7, 2019 four (4) bids were received for Masonry & Concrete Pavement Maintenance. Services related to this contract will be focused on preservation of existing concrete pavement and masonry construction at City facilities. Periodic sealant application cycles and replacement of failed joint sealant materials will increase life cycle expectancy for the associated assets.

Staff recommends award of a three (3) year contract to MTS Contracting, Inc. with option for two additional one-year renewals.

One-hundred-fifty-three (153) vendors were notified of the bid, of which, three (3) were Olathe vendors. Of the three (3) Olathe vendors, they either did not provide the specific services and products requested or did not respond.

FINANCIAL IMPACT:

Annual expenditures are estimated to average \$70,000. Expenditures will primarily be charged to Parks & Recreation Facilities Management.

ACTION NEEDED:

Award of contract to MTS Contracting, Inc.

ATTACHMENT(S):

A. Bid Tabulation

IFB #18-0260 - Masonry & Concrete Pavement Maintenance
2019-01-07 10:00 AM CST

				Mid-Continental Restoration Company, Inc.		Restoration & Waterproofing Contractors, Inc		Alliance Restoration LLC		MTS Contracting Inc	
				Fort Scott, KS		Kansas City, KS		Kansas City, KS		North Kansas City, MO	
Item No.	Item Name	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2	Slab on grade concrete - with existing failed sealant: rout out, install new backer rod and sealant	1	lineal ft	\$9.04	\$9.04	\$5.00	\$5.00	\$7.30	\$7.30	\$5.25	\$5.25
4	Slab on grade 1/2" expansion joint with existing sealant: Rout out, install new backer rod and sealant	1	lineal ft	\$9.04	\$9.04	\$6.00	\$6.00	\$6.30	\$6.30	\$5.75	\$5.75
8	Cleaning (Stain Removal) Precast: Chemical clean	1	SQ FT	\$0.93	\$0.93	\$3.50	\$3.50	\$0.83	\$0.83	\$0.60	\$0.60
10	Masonry Waterproofing - horizontal surface: Apply chemical waterproofing material	1	SQ FT	\$0.78	\$0.78	\$1.00	\$1.00	\$0.39	\$0.39	\$0.50	\$0.50
TOTAL				\$19.79		\$15.50		\$14.82		\$12.10	
Recommended award											



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Murphy Tractor and Equipment Company for the replacement of a John Deere 60G Excavator, with trailer, for the Field Operations Division of Public Works.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Murphy Tractor and Equipment Company for the replacement of an existing 1999 Case 580SL with a John Deere 60G Excavator and trailer, for the Field Operations Division of Public Works.

SUMMARY: Sourcewell, formerly known as NJPA, competitively issued a bid and awarded a cooperative contract to Murphy Tractor and Equipment Company for the purchase of backhoes and loaders. A quote based on Sourcewell contract 032515-JDC was solicited from Murphy Tractor and Equipment.

This proposed unit will replace a 1999 Case 580SL used by the Solid Waste Division. They have \$70,000 in project 18-1544-4 to replace the backhoe needed for daily operations at the landfill. Field Operations has a newer, underutilized Cat 450 that is a great solution for Solid Waste's needs. The Cat 450 will be assigned to Solid Waste and the new John Deere 60G will be assigned to Field Operation's Utility Maintenance. This \$70,000 will go toward the purchase of the John Deere 60G which is more appropriate for the work of the Utility Maintenance Section. This exchange ensures that equipment can be utilized to the fullest by both Divisions.

Staff recommends award of contract to Murphy Tractor and Equipment Company for the replacement of the existing 1999 Case 580SL with a John Deere 60G Excavator and trailer through the Sourcewell contract.

No Olathe vendors supply this type of equipment.

The 1999 Case 580SL has paid \$89,897 in lease fees to VERF. VERF Fund balance will cover the additional \$13,179.

FINANCIAL IMPACT:

\$103,076.48 to be paid from the Vehicle Equipment Replacement Fund.

ACTION NEEDED:

Acceptance of bid and consideration of award of contract to Murphy Tractor and Equipment Company.

ATTACHMENT(S):

- A. John Deere 60G Quote
- B. Felling Trailer Quote

Quote Id: 18885521

Prepared For:
CITY OF OLATHE KANSAS



Prepared By: **SAM PEARSON**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300

Tel: 816-483-5000
Mobile Phone: 816-507-6671
Fax: 816-455-0592
Email: spearson@murphytractor.com

Date: 29 January 2019

Offer Expires: 28 February 2019

Confidential

Quote Id: 18885521

29 January 2019

CITY OF OLATHE KANSAS
1415 S Robinson Drive
Olathe, KS 66061

Dear Denton,

We are pleased to quote 1 John Deere 60g excavator. Per Sourcewell contract 032515-JDC. Specified per City of Olathe to include published and unpublished options. Included FRD Breaker FX55a and FT20-I Drop Deck Trailer.

Thanks,
Sam Pearson

SAM PEARSON
816-483-5000
Murphy Tractor & Equipment

Quote Summary**Prepared For:**

CITY OF OLATHE KANSAS
1415 S Robinson Drive
Olathe, KS 66061
Business: 800-435-6150

Prepared By:

SAM PEARSON
Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300
Phone: 816-483-5000
Mobile: 816-507-6671
spearson@murphytractor.com

Quote Id: 18885521
Created On: 29 January 2019
Last Modified On: 04 February 2019
Expiration Date: 28 February 2019

Equipment Summary	Selling Price	Qty	Extended
2019 JOHN DEERE 60G Compact Excavator	\$ 90,584.80 X	1 =	\$ 90,584.80
Equipment Total			\$ 90,584.80

Quote Summary

Equipment Total	\$ 90,584.80
SubTotal	\$ 90,584.80
Total	\$ 90,584.80
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 90,584.80

Salesperson : X _____

Accepted By : X _____

Selling Equipment

**Quote Id:** 18885521**Customer:** CITY OF OLATHE KANSAS

2019 JOHN DEERE 60G Compact Excavator

Hours: 0
Stock Number: 173992

Description	Qty
60G COMPACT EXCAVATOR	1

Standard Options - Per Unit

400MM RUBBER TRACK	1
6'1" (1.85M) LONG ARM	1
CAB WITH HEATER & AIR CONDIT	1
ANGLE BLADE	1

Dealer Attachments

radio	1
Tag Multi lock coupler	1
Tag hd 18" bucket	1
Tag hd 30" bucket	1
FRD Fx55a QT	1
Felling F-20 I Drop Deck	1

Other Charges

Freight	1
Setup	1
Followup	1
Fuel	1

**FELLING TRAILERS, INC.**

1525 Main Street South, Sauk Centre, MN 56378

Phone: 800-245-2809; FAX: 320-352-5230



1700-D

ATTENTION: Sam Pearson**Sourcewell Quote Valid 30 Days****Reference No: 109527-GKK****S-well****Ship To:**

Murphy Tractor

Kansas City, MO

Phone:

218-894-1930

FAX:**Bill To:****Customer Unit/Stock:**Sourcewell (formerly NJPA) - Contract #
031014-FTS
Staples, MN 56479

218-894-1930

FAX:

PO#		Sales Person	Gary A Knudsen	Addtl Discount	
Quote Date	01/29/2019	Lead Time	9 Weeks	Other Charge	
Order Date		Addtl Disc/Terms	Net Due 30 Days	Territory	
Order Status	Quote	Product ID	FT-20 I	Serial No:	

Notes:**Drawing No:****OVL Length: 29****City of Olathe, KS, # 2365, Dealer quote 109526-GKK ******Copy No:****Appx Wgt +/-: 4,825**

Item Type	Description	NJPA Disc Rate:	12.00%	Add Qty	Unit	Total Qty	Total Amt
Base Model	FT-20 I Drop Deck [E]			0.00	Each	1.00	12,168.00
Frame Type	3" Angle Lip Up			0.00	Std	1.00	0.00
Deck Length	Main Deck Length			0.00	Feet	20.00	0.00
Dovetail	Dovetail Length, Wood Inlay			0.00	Feet	3.00	978.00
Deck Type	White Oak 2" Nom			0.00	Std	1.00	0.00
Ramps; Rear	6' x 16" Angle Iron Spring Assist			0.00	Pair	1.00	0.00
Ramps, Acc	Full width ramp rod			0.00	Std	1.00	0.00
Appx Deck Height	24" Loaded, 26" Unloaded (Torsion)			0.00	Inches	1.00	0.00
Width	102" OD, 82" ID			0.00	Inches	1.00	0.00
Tie Downs	D-Rings, 1" Straight			0.00	Std	8.00	0.00
Brakes	Electric, Dexter FSA (Fwd Self Adj) On All Axles			0.00	Std	1.00	0.00
Axles	10K Dexter Oil Bath			0.00	Std	2.00	0.00
Suspension	Rubber Torsion, Dexter TorFlex, 42" Spread			0.00	Std	1.00	0.00
Tires & Wheels	235/75R 17.5 J, 8 Bolt [17.5 x 6.75] Plate Wheel			0.00	Std	4.00	0.00
Hitch Length	Center of Coupler to Headboard, Appx - Adj Hitch Range 14" to 23" (22" to 27" if Hyd)			0.00	Feet	5.00	0.00
Hitch Type	2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bo It)			0.00	Std	1.00	0.00
Jack	12K Drop Leg, Side Wind			0.00	Std	1.00	0.00
Plug	7 Pole RV			0.00	Std	1.00	0.00
Lights	4 tail light system, LED, Sealed Wiring Harness			0.00	Std	1.00	0.00
Trailer Color	Felling Black # CCA945378 (White Felling Decal)			0.00	Std	1.00	0.00
Standard	3/8" Safety Chains, Grade 70			0.00	Std	1.00	0.00
Standard	Document Holder			0.00	Std	1.00	0.00
GVWR	23,000 lbs			0.00	Std	1.00	0.00



MSO's are not released until Payment Received

**** FOB IF NO FREIGHT charged ******** FET Tax may apply on 26,000 lb GVWR and above ****

Please sign and date your acceptance of this quote:

**Standard List Price: \$13,146.00****NJPA Discount: \$1,577.52****Addtl Disc (see TERMS) \$0.00****Net Cost: \$11,568.48****NJPA Freight: \$924.00****Other Charge (see above): \$0.00****TOTAL U.S.D. \$12,492.48**



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of renewal of contract to Johnson County Landfill (Waste Management) for the disposal of bio-solids from the City's wastewater treatment facilities.

ITEM DESCRIPTION:

Acceptance of renewal of contract to Johnson County Landfill (Waste Management) for the disposal of bio-solids from the City's wastewater treatment facilities.

SUMMARY: The City of Olathe's two wastewater treatment facilities generate approximately 5,000 wet tons of bio-solids per year. Bio-solids are a byproduct of treating domestic wastewater. Because the Kansas Department of Health and Environment (KDHE) regulates the disposal of bio-solids, it is required that the City haul them to a KDHE approved disposal facility. The Johnson County Landfill, which is owned and operated by Waste Management, is the closest regional facility that is approved by KDHE for the disposal of domestic wastewater bio-solids. Staff conducted a cost comparison using alternative facilities, but due to their location, staff time and the associated trucking costs, Waste Management was deemed the most economical facility for disposal of Olathe's bio-solids.

Staff recommends award of a three-year contract renewal, with options for subsequent renewals, to Waste Management for disposal of the bio-solids generated from the domestic wastewater treatment process.

FINANCIAL IMPACT:

Estimated expenditures for three years is \$550,000. Funding will come from the Water & Sewer Fund.

ACTION NEEDED:

Acceptance of renewal of contract to Johnson County Landfill (Waste Management) for the disposal of bio-solids from the City's wastewater treatment facilities.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Public Works & Legal

STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver

SUBJECT: Approval of an engineer's survey for eminent domain for the Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18.

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-06 approving an engineer's survey and authorizing the acquisition of land for the Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18

SUMMARY:

Project No. 3-C-041-18 was created by Resolution No. 18-1023 on February 20, 2018.

This project will improve Woodland Road to a four-lane divided arterial roadway between K-10 Highway and College Boulevard. Improvements include storm sewer, curb and gutter, medians, new streetlights, traffic signals, on-street bike lanes, landscaping and sidewalks. Attachment A is a map of the project area.

Right-of-Way and/or easements need to be acquired on 32 tracts of land for the project.

On February 5, 2019, the City Council approved Resolution No. 19-1017 which authorized an engineering survey of land needed for the project.

This ordinance is the second step of the eminent domain process. The ordinance approves the survey and authorizes the filing of a petition for eminent domain in the Johnson County, Kansas District Court (Attachment B - Ordinance).

To keep the project on schedule, land acquisition needs to be completed by June 1, 2019. Staff is negotiating with the property owners to try to reach agreements to acquire the property needed before filing the eminent domain petition.

FINANCIAL IMPACT:

Funding for the Woodland Road, K-10 to College Improvements Project includes:

<u>General Obligation Bonds</u>	<u>\$13,076,000</u>
TOTAL	\$13,076,000

ACTION NEEDED:

Adopt Ordinance No. 19-06 approving an engineer's survey and authorizing the acquisition of land for the Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18.

ATTACHMENT(S):

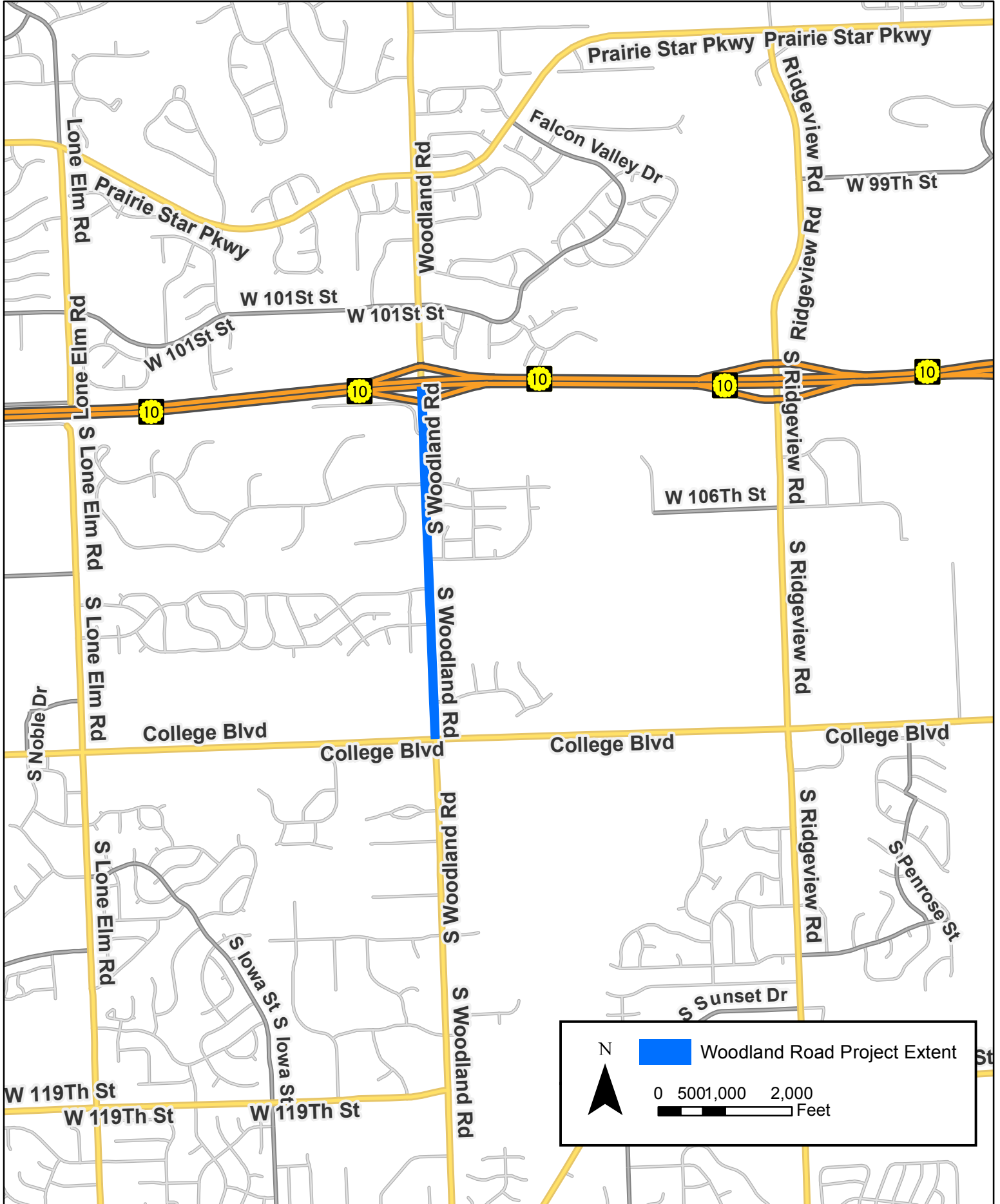
MEETING DATE: 2/19/2019

A: Project Location Map

B: Eminent Domain Ordinance

Woodland Road, K-10 to College Blvd

PN 3-C-041-18



ORDINANCE NO. 19-06

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR WIDENING, CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE WOODLAND ROAD, K-10 TO COLLEGE BOULEVARD IMPROVEMENTS PROJECT, PN 3-C-041-18, DESIGNATED IN RESOLUTION NO. 19-1017, PASSED AND APPROVED BY THE GOVERNING BODY ON FEBRUARY 5, 2019.

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

SECTION ONE: The description and survey of lands necessary to acquire permanent road right-of-way; permanent drainage easements; permanent utility easements; bicycle trail, recreational & drainage easements; and temporary construction easements for widening, constructing, reconstructing and maintaining the Woodland Road, K-10 to College Boulevard Improvements Project as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 19-1017, adopted by the Governing Body of the City of Olathe, Kansas, on February 5, 2019, is hereby approved.

SECTION TWO: The action of the Governing Body of the City of Olathe, Kansas, in acquiring permanent road right-of-way; permanent drainage easements; permanent utility easements; bicycle trail, recreational & drainage easements; and temporary construction easements for widening, constructing, reconstructing and maintaining the Woodland Road, K-10 to College Boulevard Improvements Project has been declared necessary by the Governing Body.

SECTION THREE: The acquisition of permanent road right-of-way; permanent drainage easements; permanent utility easements; bicycle trail, recreational & drainage easements; and temporary construction easements for widening, constructing, reconstructing and maintaining the Woodland Road, K-10 to College Boulevard Improvements Project is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

SECTION FOUR: That there is hereby declared to be public necessity to acquire by Eminent Domain Proceedings for the purpose of widening, constructing, reconstructing and maintaining the Woodland Road, K-10 to College Boulevard Improvements Project the land hereinafter described:

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 2

OWNERSHIP: Thomas E. Hoff, Sr. Trustee of The Thomas E. Hoff, Sr. Living Trust dated April 2, 2005 as to an undivided ½ interest and Marcella R. Hoff, Trustee of The Marcella R. Hoff Living Trust dated April 5, 2005, as to an undivided ½ interest

PARTIES IN POSSESSION: Thomas & Marcella Hoff

SITUS ADDRESS: 11000 S. Woodland Road
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-4004

LIENHOLDER: None

EASEMENT HOLDER: The Kansas Natural Gas Oil Pipe Line and Improvement Company
Williams Gas Pipelines Central, Inc. n/k/a Southern Star Central Gas Pipeline, Inc.
Cities Service Gas Company n/k/a Southern Star Central Gas Pipeline, Inc.
Kansas City Power & Light Company
Union Gas System, Inc. n/k/a Atmos Energy Corporation
Water District No. 1 of Johnson County (Kansas) a/k/a WaterOne
Consolidated Main Sewer District of Johnson County, Kansas a/k/a Johnson County Wastewater

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 200504, at Page 007847, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North

02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 74.90 feet; thence South 87°43'39" West, a distance of 47.00 feet to the intersection of the South right-of-way line of College Boulevard and the West right-of-way line of Woodland Road as described in a Deed of Dedication found in Book 201603, at Page 009889, said point being the **POINT OF BEGINNING**; thence South 42°36'49" West along said South right-of-way line, a distance of 18.42 feet; thence North 02°16'21" West, a distance of 740.81 feet to a point on the North line of said Tract; thence North 87°43'39" East along said North line, a distance of 30.00 feet to a point on said West right-of-way line; thence South 02°16'21" East along said West right-of-way line, a distance of 192.67 feet; thence South 87°43'39" West along said West right-of-way line, a distance of 10.00 feet; thence South 02°16'21" East along said West right-of-way line, a distance of 218.86 feet; thence South 11°34'42" West along said West right-of-way line, a distance of 29.24 feet; thence South 02°16'21" East along said West right-of-way line, a distance of 287.84 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 14,452 square feet or 0.332 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 14,452 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 200504, at Page 007847, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 300.00 feet; thence South 87°43'39" West, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence North 06°30'32" West, a distance of 135.37 feet; thence South 87°43'39" West, a distance of 90.00 feet; thence North 75°34'24" West, a distance of 62.64 feet; thence North 02°16'21" West, a distance of 37.00 feet; thence North 45°33'26" East, a distance of 186.20 feet; thence North 06°44'51" West, a distance of 188.23 feet to a point on the North line of said Tract; thence North 87°43'39" East along said North line, a distance of 36.69 feet; thence South 02°16'21" East, a distance of 502.66 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 25,817 square feet or 0.593 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 25,817 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 3

OWNERSHIP: Terry O. Sharp and Heather A. Sharp,
husband and wife

PARTIES IN POSSESSION: Terry O. Sharp and Heather A. Sharp

SITUS ADDRESS: 10940 S. Woodland Road
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-4002

LIENHOLDER: Citibank, N.A.

EASEMENT HOLDER: The Kansas Natural Gas Oil Pipe Line
and Improvement Company
Williams Gas Pipelines Central, Inc. n/k/a
Southern Star Central Gas
Pipeline, Inc.
Cities Service Gas Company n/k/a
Southern Star Central Gas
Pipeline, Inc.
Kansas City Power & Light Company

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 7647, at Page 139, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 802.66 feet to a point on the South line of said Tract; thence South 87°43'39" West along said South line, a distance of 30.00 feet to a point on the West right-of-way line of Woodland Road as described in a document found in Book 7803, at Page 446, said point being the **POINT OF BEGINNING**; thence South 87°43'39" West along said South line, a distance of 30.00 feet; thence North 02°16'21" West, a distance of 208.00 feet to a point on the North line of said Tract; thence North 87°43'39" East along said North line, a distance of 30.00 feet to a point on said West right-of-way line; thence South 02°16'21" East along said West right-of-way line, a distance of 208.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey

and contains 6,240 square feet or 0.143 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 6,240 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 7647, at Page 139, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 802.66 feet to a point on the South line of said Tract; thence South 87°43'39" West along said South line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence South 87°43'39" West along said South line, a distance of 36.69 feet; thence North 06°44'51" West, a distance of 42.47 feet; thence North 77°31'45" West, a distance of 98.23 feet; thence North 02°16'21" West, a distance of 30.00 feet; thence North 71°20'16" East, a distance of 88.60 feet; thence North 02°16'21" West, a distance of 85.66 feet to a point on the North line of said Tract; thence North 87°43'39" East along said North line, a distance of 50.00 feet; thence South 02°16'21" East, a distance of 208.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 14,456 square feet or 0.332 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 14,456 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 4

OWNERSHIP: Joseph R. Westhoff and Constance R. Westhoff, husband and wife

PARTIES IN POSSESSION: Joseph R. Westhoff and Constance R. Westhoff

SITUS ADDRESS: 10900 S. Woodland Road
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-4006

LIENHOLDER: Bank of America, N.A.
Morrill & Janes Bank and Trust Company

EASEMENT HOLDER: The Kansas Natural Gas Oil Pipe Line
and Improvement Company
Williams Gas Pipelines Central, Inc. n/k/a
Southern Star Central Gas
Pipeline, Inc.
Cities Service Gas Company n/k/a
Southern Star Central Gas
Pipeline, Inc.
Kansas City Power & Light Company

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 8550, at Page 587, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 1,010.66 feet to a point on the South line of said Tract; thence South 87°43'39" West along said South line, a distance of 30.00 feet to a point on the West right-of-way line of Woodland Road as described in Condemnation Case 02CV02571, filed in Book 7796, at Page 855, said point being the **POINT OF BEGINNING**; thence South 87°43'39" West along said South line of said Tract, a distance of 30.00 feet; thence North 02°16'21" West, a distance of 288.96 feet to a point on the North line of the South one-half of said Southeast Quarter as shown on the Final Plat of Woodland Manor First Plat, found in Book 200510, at Page 011528; thence North 87°59'45" East along said North line, a distance of 30.00 feet to the

West line of said right-of-way; thence South 02°16'21" East along said West right-of-way line, a distance of 288.82 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 8,667 square feet or 0.199 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 8,667 square feet, more or less

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 8550, at Page 587, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 1,010.66 feet to a point on the South line of said Tract; thence South 87°43'39" West along said South line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence South 87°43'39" West along said South line of said Tract, a distance of 5.00 feet; thence North 02°16'21" West, a distance of 288.98 feet to a point on the North line of said Tract; thence North 87°59'45" East along said North line, a distance of 5.00 feet; thence South 02°16'21" East, a distance of 288.96 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,445 square feet or 0.033 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT AREA: 1,445 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 8550, at Page 587, in the Johnson County Register of Deeds Office, lying in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the East line of said Southwest Quarter, a distance of 1,010.66 feet to a point on the South line of said Tract; thence South 87°43'39" West along said South line, a distance of 60.00 feet to the **POINT OF BEGINNING**; thence South 87°43'39" West along said South line of said Tract, a distance of 50.00 feet; thence North 02°16'21" West, a distance of 24.34 feet; thence North

69°53'32" West, a distance of 91.92 feet; thence North 02°16'21" West, a distance of 30.00 feet; thence North 75°11'55" East, a distance of 92.20 feet; thence North 02°16'21" West, a distance of 130.00 feet; thence North 47°16'21" West, a distance of 28.28 feet; thence North 48°22'32" East, a distance of 46.93 feet to a point on the North line of the South one-half of said Southeast Quarter as shown on the Final Plat of Woodland Manor First Plat, found in Book 200510, at Page 011528; thence North 87°59'45" East along said North line, a distance of 28.71 feet; thence South 02°16'21" East, a distance of 288.96 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 18,647 square feet or 0.428 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 18,647 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 5

OWNERSHIP: Woodland Manor Homes Association, a
Kansas Not for Profit Corporation

PARTIES IN POSSESSION: Woodland Manor Homes Association

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP78980000 0T0B

LIENHOLDER: None

EASEMENT HOLDER: Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
City of Olathe, Kansas & Other
Governmental

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of Tract B of WOODLAND MANOR FIRST PLAT, a subdivision in the City of Olathe, filed in Book 200510, at Page 011528 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Beginning at the Southeast corner of said Tract B; thence South 87°59'45" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Tract B, a distance of 5.00 feet; thence North 02°16'21" West, a distance of 363.99 feet to a point on the South line of a 15.00 foot utility easement shown on said plat; thence North 87°50'43" East along said South line, a distance of 5.00 feet to a point on the East line of said Tract B; thence South 02°16'21" East along said East line, a distance of 364.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,820 square feet or 0.042 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT AREA: 1,820 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract B of WOODLAND MANOR FIRST PLAT, a subdivision in the City of Olathe, filed in Book 200510, at Page 011528 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23

East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Beginning at the Southeast corner of said Tract B; thence South 87°59'45" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Tract B, a distance of 28.71 feet; thence North 48°22'32" West, a distance of 17.73 feet; thence North 02°16'21" West, a distance of 356.00 feet; thence North 42°51'44" West, a distance of 15.37 feet to a point on the North line of said Tract B; thence North 87°50'43" East along said North line a distance of, a distance of 11.03 feet to a point of curve; thence on a curve to the right along said North line, tangent to the last described course, a radius of 14.00 feet and an arc distance of 21.96 feet; thence South 02°16'21" East along the East line of said Tract B, a distance of 365.03 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 5,779 square feet or 0.133 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 5,779 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 5A

OWNERSHIP:	Woodland Manor Homes Association, a Kansas Not for Profit Corporation
PARTIES IN POSSESSION:	Woodland Manor Homes Association
SITUS ADDRESS:	None
JOHNSON COUNTY PARCEL ID NUMBER:	DP78980000 0T0C
LIENHOLDER:	None
EASEMENT HOLDER:	Johnson County Unified Wastewater Districts a/k/a Johnson County Wastewater City of Olathe, Kansas & Other Governmental Entities Kansas City Power & Light Company

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract C of WOODLAND MANOR FIRST PLAT, a subdivision in the City of Olathe, filed in Book 200510, at Page 011528 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Beginning at the Southeast corner of said Tract C; thence South 87°50'43" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Tract C, a distance of 19.91 feet; thence North 02°16'22" West, a distance of 8.00 feet to a point on the North line of said Tract C; thence North 87°50'43" East, a distance of 19.93 feet to a point of curve; thence on a curve to the right along the Easterly line of said Tract C, tangent to the last described course, a radius of 4.00 feet and an arc distance of 12.57 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 184 square feet or 0.004 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 184 square feet, more or less.

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 6

OWNERSHIP:	Woodland Manor Homes Association, a Kansas Not for Profit Corporation
PARTIES IN POSSESSION:	Woodland Manor Homes Association
SITUS ADDRESS:	None
JOHNSON COUNTY PARCEL ID NUMBER:	DP78980000 0T0A
LIENHOLDER:	None
EASEMENT HOLDER:	Johnson County Unified Wastewater Districts a/k/a Johnson County Wastewater City of Olathe, Kansas & Other Governmental Entities

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract A of WOODLAND MANOR FIRST PLAT, a subdivision in the City of Olathe, filed in Book 200510, at Page 011528 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Beginning at the Northeast corner of said Tract A; thence South 02°16'21" East (this and all following bearing are based on the Johnson County Control Network) along the East line of said Tract A, a distance of 85.97 feet to a point of curve; thence on a curve to the right along the Southeast line of said Tract A, tangent to the last described course, a radius of 14.00 feet and an arc distance of 22.02 feet; thence South 87°50'43" West along the South line of said Tract A, a distance of 9.97 feet; thence North 02°16'21" West along the West line of said Tract A, a distance of 100.00 feet to the North line of said Tract A; thence North 87°50'43" East along the North line of said Tract A, a distance of 24.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 2,358 square feet or 0.054 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 2,358 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 7

OWNERSHIP:	Woodland Manor Homes Association, a Kansas Not for Profit Corporation
PARTIES IN POSSESSION:	Woodland Manor Homes Association
SITUS ADDRESS:	None
JOHNSON COUNTY PARCEL ID NUMBER:	DP78980000 0T0H
LIENHOLDER:	None
EASEMENT HOLDER:	Consolidated Main Sewer District of Johnson County, KS a/k/a Johnson County Wastewater City of Olathe, Kansas & Subordinate Use by Other Governmental Entities & Public Utilities Kansas City Power & Light Company

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract H of WOODLAND MANOR SECOND PLAT, a subdivision in the City of Olathe, filed in Book 201501, at Page 005759 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Beginning at the Southeast corner of said Tract H; thence South 87°50'43" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Tract H, a distance of 10.00 feet; thence North 02°16'21" West, a distance of 226.36 feet; thence North 07°14'33" West, a distance of 115.43 feet; thence North 54°03'22" West, a distance of 31.82 feet to a point on the West line of said Tract H; thence North 02°16'21" West along said West line, a distance of 10.01 feet to a point on the North line of said Tract H; thence on a curve to the right along said North line, having an Initial Tangent Bearing of North 85°04'55" East, a radius of 975.00 feet and an arc distance of 45.02 feet to the Northeast corner of said Tract H; thence South 02°16'21" East along the East line of said Tract H, a distance of 372.11 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 5,110 square feet or 0.117 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 5,110 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 7A

OWNERSHIP:	Prieb Homes, Inc., a Kansas Corporation
PARTIES IN POSSESSION:	Prieb Homes, Inc.
SITUS ADDRESS:	10747 S. Harwick Street Olathe, KS 66061
JOHNSON COUNTY PARCEL ID NUMBER:	DP78980000 0062
LIENHOLDER:	North American Savings Bank, F.S.B.
EASEMENT HOLDER:	Johnson County Unified Wastewater Districts Consolidated Main Sewer District of Johnson County, Kansas a/k/a Johnson County Wastewater City of Olathe, Kansas & Subordinate Use by Other Governmental Entities & Public Utilities

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 62 of WOODLAND MANOR SECOND PLAT, a subdivision in the City of Olathe, filed in Book 201501, at Page 005759 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 24th Day of December 2018 as follows:

Beginning at the Northeast corner of said Lot 62; thence South 2°16'21" East (this and all following bearing are based on the Johnson County Control Network) along the East line of said Lot 62, a distance of 10.01 feet to a point 10.00 feet South of the North line of said Lot 62 as measured thereto; thence Westerly on a non-tangent curve to the left 10.00 feet South of and parallel to said North line, having an Initial Tangent Bearing of South 85°03'17" West, and a radius of 965.00 feet, an arc distance of 51.48 feet; thence North 09°00'08" West, a distance of 10.00 feet to a point on said North line; thence Easterly on a non-tangent curve to the right along said North line, having an Initial Tangent Bearing of North 81°59'52" East, and a radius of 975.00 feet, an arc distance of 52.48 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 520 square feet or 0.119 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 520 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 8

OWNERSHIP:	Woodland Manor Homes Association, a Kansas Not for Profit Corporation
PARTIES IN POSSESSION:	Woodland Manor Homes Association
SITUS ADDRESS:	None
JOHNSON COUNTY PARCEL ID NUMBER:	DP78980000 0T0G
LIENHOLDER:	None
EASEMENT HOLDER:	Kansas City Power & Light Company Consolidated Main Sewer District of Johnson County, KS a/k/a Johnson County Wastewater City of Olathe, Kansas & Subordinate Use by Other Governmental Entities & Public Utilities Water District No. 1 of Johnson County (Kansas) a/k/a WaterOne

BICYCLE TRAIL, RECREATIONAL & DRAINAGE EASEMENT DESCRIPTION:

All that part of Tract G of WOODLAND MANOR SECOND PLAT, a subdivision in the City of Olathe, filed in Book 201501, at Page 005759 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 21st Day of December 2018 as follows:

Commencing at the Northeast corner of said Tract G; thence South 02°16'21" East (this and all following bearing are based on the Johnson County Control Network) along the East line of said Tract G, a distance of 93.25 feet to the **Point of Beginning**; thence continuing South 02°16'21" East along the East line, a distance of 51.00 feet; thence South 87°43'39" West, a distance of 15.00 feet; thence North 54°17'00" West, a distance of 4.13 feet to a point on the North line of an existing Bicycle Trail Easement to the City of Olathe, filed in Book 201701, at Page 003303; thence Northwesterly along said North line, on a non-tangent curve to the left, having an Initial Tangent Bearing of North 13°44'57" West, a radius of 125.00 feet, and an arc distance of 117.98 feet; thence South 67°49'40" East departing said North line, a distance of 97.80 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,964 square feet or 0.451 acres, more or less.

TOTAL BICYCLE TRAIL, RECREATIONAL & DRAINAGE EASEMENT AREA:
1,964 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION:

All that part of Tract G of WOODLAND MANOR SECOND PLAT, a subdivision in the City of Olathe, filed in Book 201501, at Page 005759 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 21st Day of December 2018 as follows:

Beginning at the Southeast corner of said Tract G; thence on a non-tangent curve to the left along the South line of said Tract G, having an Initial Tangent Bearing of South 87°43'39" West (this and all following bearing are based on the Johnson County Control Network), and a radius of 1025.00 feet, an arc distance of 60.03 feet to the Southwest corner of said Tract G; thence North 02°16'21" West, a distance of 10.02 feet; thence on a non-tangent curve to the right, having an Initial Tangent Bearing of North 84°24'15" East, and a radius of 1035.00 feet, an arc distance of 40.03 feet; thence North 02°16'21" West, a distance of 64.71 feet; thence North 19°26'20" West, a distance of 67.76 feet; thence North 65°26'19" West, a distance of 95.26 feet; thence South 87°43'39" West, a distance of 255.00 feet; thence North 75°41'00" West, a distance of 208.69 feet to a point on the South line of a Bicycle Trail Easement to the City of Olathe, filed in Book 201701, at Page 003303; thence Easterly along said South line, on a non-tangent curve to the right, having an Initial Tangent Bearing of South 88°35'17" East, and a radius of 1185.00 feet, an arc distance of 85.73 feet to a point of reverse curve; thence Easterly continuing along said South line, on a curve to the left tangent to the last described course, having a radius of 915.00 feet and an arc distance of 291.23 feet to a point of tangency; thence North 77°19'16" East continuing along said South line, a distance of 47.66 feet; thence Easterly continuing along said South line, on a curve to the right tangent to the last described course, having a radius of 95.00 feet and an arc distance of 80.24 feet to a point; thence South 54°17'00" East departing said South line, a distance of 85.37 feet; thence North 87°43'39" East, a distance of 15.00 feet to a point on the East line of said tract G; thence South 02°16'21" East along said East line, a distance of 177.26 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 28,660 square feet or 0.658 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION:

All that part of Tract G of WOODLAND MANOR SECOND PLAT, a subdivision in the City of Olathe, filed in Book 201501, at Page 005759 in the Register of Deeds Office all in the Southeast Quarter of Section 11, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 21st Day of December 2018 as follows:

Beginning at the Northeast corner of said Tract G; thence South 02°16'21" East (this and all following bearing are based on the Johnson County Control Network) along the East line of said Tract G, a distance of 93.25 feet to a point: thence North 67°49'40" West, a distance of 97.80 feet to a point on the North line of a Bicycle Trail Easement to the City of Olathe, filed in Book 201701, at Page 003303; thence Westerly along said North line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, and an arc distance of 76.03 feet to a point to tangency: thence South 77°19'16" West continuing along said North line, a distance of 47.66 feet; thence continuing Westerly along said North line, on a curve to the right, tangent to the last described course, having a radius of 885.00 feet, and an arc distance of 281.68 feet to a point of reverse curve: thence continuing Westerly along said North line, on a curve to the left tangent to the last described course, having a radius of 1215.00 feet and an arc distance of 89.83 feet to a point: thence North 02°16'21" West departing said North line, a distance of 7.36 feet; thence North 81°24'43" East, a distance of 392.38 feet to a point on the North line of said Tract G; thence North 88°00'07" East along said North line, a distance of 190.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 26,479 square feet or 0.608 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT #1 AREA: 28,660 square feet, more or less

TOTAL TEMPORARY CONSTRUCTION EASEMENT #2 AREA: 26,479 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 9

OWNERSHIP: Stephen M. Kluck and Rosio K. Kluck,
husband and wife

PARTIES IN POSSESSION: Stephen M. Kluck and Rosio K. Kluck

SITUS ADDRESS: 10533 S. Chesney Lane
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-3060

LIENHOLDER: NBKC Bank

EASEMENT HOLDER: Cities Service Gas Company n/k/a
Southern Star Central Gas
Pipeline, Inc.
Kansas City Power & Light Company

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201710, at Page 003093, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 40.00 feet to a point on the East line of said tract, said point being the **POINT OF BEGINNING**; thence continuing South 88°00'07" West along said South line, a distance of 20.00 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line of said Quarter, a distance of 226.41 feet to a point on the North line of said Tract; thence South 52°43'39" East along said North line, a distance of 25.93 feet to a point on the East line of said Tract; thence South 02°15'01" East along last said East, a distance of 210.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 4,364 square feet or 0.100 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 4,364 square feet, more or less

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201710, at Page 003093, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line, a distance of 62.77 feet to the **POINT OF BEGINNING**; thence North 12°06'12" West, a distance of 192.84 feet; thence North 02°15'01" West, a distance of 0.87 feet to a point on the North line of said tract; thence South 52°43'39" East, a distance of 42.78 feet; thence South 12°06'12" East, a distance of 58.44 feet to a point lying 60.00 feet West of and perpendicular to said East line; thence South 02°15'01" East, a distance of 163.64 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 2,714 square feet or 0.062 acres, more or less.

TOTAL PERMANENT DRAINAGE EASEMENT AREA: 2,714 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201710, at Page 003093, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter and the **POINT OF BEGINNING**; thence continuing South 88°00'07" West along said South line, a distance of 18.00 feet; thence North 14°41'08" East, a distance of 44.63 feet; thence North 05°56'17" West, a distance of 77.74 feet; thence South 12°06'12" East, a distance of 58.44 feet; thence South 02°15'01" East, a distance of 62.77 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 786 square feet or 0.018 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 786 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 10

OWNERSHIP: Norman B. Dennis, Jr. and Patricia L. Dennis, husband and wife

PARTIES IN POSSESSION: Norman B. Dennis, Jr. and Patricia L. Dennis

SITUS ADDRESS: 10525 S. Chesney Lane
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-3019

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
Union Gas, Inc. n/k/a Atmos Energy
Corporation

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1640, at Page 338, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 40.00 feet to a point on the Southerly extension of the East line of said tract; thence North 02°15'01" West, a distance of 210.00 feet to Southeast corner of said Tract and the **POINT OF BEGINNING**; thence North 52°43'39" West along the South line of said tract, a distance of 25.93 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line, a distance of 557.01 feet to a point on the North line of said Tract; thence South 82°18'20" East along said North line, a distance of 20.31 feet to the Northeast corner of said tract; thence South 02°15'01" East along the East line of said tract, a distance of 570.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 11,270 square feet or 0.259 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 11,270 square feet, more or less

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1640, at Page 338, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 226.41 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence North 52°43'39" West along the South line of said tract, a distance of 42.78 feet; thence North 02°15'01" West, a distance of 44.13 feet; thence North 11°00'47" East, a distance of 143.84 feet; thence South 02°15'01" East, a distance of 211.36 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 4,216 square feet or 0.097 acres, more or less.

TOTAL PERMANENT DRAINAGE EASEMENT AREA: 4,216 square feet, more or less

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1640, at Page 338, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 226.41 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence North 52°43'39" West, a distance of 6.48 feet to a point 65.00 feet west of said West line; thence North 02°15'01" West along a line 65.00 feet West of and parallel to said East line, a distance of 533.76 feet to a point on the North line of said tract; thence South 82°18'20" East, a distance of 5.08 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 557.01 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey

and contains 2,777 square feet or 0.064 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT DESCRIPTION: 2,777 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1640, at Page 338, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 437.77 feet to the **POINT OF BEGINNING**; thence South 11°00'47" West, a distance of 56.66 feet; thence North 02°15'01" West, a distance of 85.15 feet; thence North 87°44'59" East, a distance of 5.00 feet; thence North 02°15'01" West, a distance of 25.00 feet; thence South 87°44'59" West, a distance of 5.00 feet; thence North 02°15'01" West, a distance of 292.93 feet to a point on the North line of said tract; thence South 82°18'20" East along said North line, a distance of 13.20 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 345.65 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 4,742 square feet or 0.109 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4,742 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 11

OWNERSHIP: Eric S. Neuer and Melinie A. Neuer, as Trustees of the Neuer Joint Revocable Trust, dated August 17, 2018

PARTIES IN POSSESSION: Eric S. Neuer and Melinie A. Neuer
Mill Creek Farms Homes Association, Inc. (Subdivision Monument Sign)

SITUS ADDRESS: 10505 S. Chesney Lane
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-3046

LIENHOLDER: Wells Fargo Bank, N.A.

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201603, at Page 009476, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 40.00 feet to a point on the Southerly extension of the East line of said tract; thence North 02°15'01" West, a distance of 780.00 feet to Southeast corner of said Tract and the **POINT OF BEGINNING**; thence North 82°18'20" West along the South line of said tract, a distance of 20.31 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line, a distance of 400.14 feet to a point on the North line of said Tract; thence North 87°48'49" East along said North line, a distance of 20.00 feet to the Northeast corner of said tract; thence North 02°15'01" East along the East line of said tract, a distance of 403.63 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 8,038 square feet or 0.185 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY DESCRIPTION: 8,038 square feet, more or less

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201603, at Page 009476, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 783.42 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence North 82°18'20" West, a distance of 5.08 feet to a point 65.00 feet west of said West line; thence North 02°15'01" West along a line 65.00 feet West of and parallel to said East line, a distance of 315.97 feet; thence South 87°44'59" West, a distance of 12.00 feet; thence North 02°15'01" West, a distance of 5.00 feet; thence North 87°44'59" East, a distance of 7.00 feet; thence North 02°15'01" West, a distance of 78.30 feet to a point on the North line of said tract; thence North 87°48'49" East, a distance of 10.00 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 400.14 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 2,450 square feet or 0.056 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT AREA: 2,450 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Warranty Deed found in Book 201808, at Page 006073, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 24th Day of December 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 783.42 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence North 82°19'20" West, a distance of 13.20 feet; thence North 02°15'01" West, a distance of 349.07 feet; thence North 51°20'09"

West, a distance of 19.85 feet; thence North 02°15'01" West, a distance of 15.00 feet; thence North 85°59'53" West, a distance of 193.18 feet to a point on the North line of said tract; thence North 87°48'49" East along said North line, a distance of 220.03 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 400.14 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 7,821 square feet or 0.1879 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 7,821 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 12

OWNERSHIP: Steven G. Mitchell and Debra F. Mitchell,
Trustees of the Mitchell Revocable Trust
dated April 30, 2018

PARTIES IN POSSESSION: Steven G. Mitchell and Debra F. Mitchell
Mill Creek Farms Homes Association,
Inc. (Subdivision Monument Sign)

SITUS ADDRESS: 19900 W. 105th Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-3016

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
Union Gas, Inc. n/k/a Atmos Energy
Corporation

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 2085, at Page 402, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 40.00 feet to a point on the Southerly extension of the East line of said tract; thence North 02°15'01" West, a distance of 1,243.63 feet to Southeast corner of said Tract and the **POINT OF BEGINNING**; thence South 87°48'49" West along the South line of said tract, a distance of 20.00 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line, a distance of 319.49 feet to a point on the South line of the Kansas Department of Transportation right-of-way as described in Book 646, at Page 271 and Book 1480, at Page 220; thence North 87°44'59" East along said South line, a distance of 20.00 feet to the East line of said tract; thence South 02°15'01" East along said East line, a distance of 319.51 feet to the **Point of**

Beginning.

The above described parcel was created with the benefit of ground field survey and contains 6,390 square feet or 0.147 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 6,390 square feet, more or less

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 2085, at Page 402, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 1,243.56 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence South 87°48'49" West, a distance of 10.00 feet to a point 70.00 feet west of said West line; thence North 02°15'01" West along a line 70.00 feet West of and parallel to said East line, a distance of 319.48 feet to a point on the South line of the Kansas Department of Transportation right-of-way as described in Book 646, at Page 271 and Book 1480, at Page 220; thence North 87°44'59" East, a distance of 10.00 feet along said South line; thence South 02°15'01" East parallel to said East line, a distance of 319.49 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 3,195 square feet or 0.073 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT AREA: 3,195 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Warranty Deed found in Book 201805, at Page 000843, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of December 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 1,243.56 feet to a point on the South line of said tract and

the **POINT OF BEGINNING**; thence South 87°48'49" West along said South line, a distance of 119.97 feet; thence North 81°06'44" East, a distance of 78.49 feet; thence North 28°42'49" East, a distance of 52.48 feet; thence North 02°15'01" West, a distance of 265.29 feet to a point on the South line of the Kansas Department of Transportation right-of-way as described in Book 646, at Page 271 and Book 1480, at Page 220; thence North 87°44'59" East, a distance of 15.00 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 319.49 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 6,005 square feet or 0.138 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 6,005 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 13

OWNERSHIP: Mill Creek Farms Homes Association, Inc., a Kansas Not for Profit Corporation

PARTIES IN POSSESSION: Mill Creek Farms Homes Association, Inc.

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231311-3058

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Union Gas, Inc. n/k/a Atmos Energy Corporation
Union Gas System, Inc., n/k/a Atmos Energy Corporation
The Secretary of Transportation, State of Kansas

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1604, at Page 83, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 40.00 feet to a point on the Southerly extension of the East line of said tract; thence North 02°15'01" West, a distance of 1,183.63 feet to Southeast corner of said Tract and the **POINT OF BEGINNING**; thence South 87°48'49" West along the South line of said tract, a distance of 20.00 feet to a point lying 60.00 feet West of and perpendicular to the East line of said Northeast Quarter; thence North 02°15'01" West parallel to said East line, a distance of 60.00 feet to a point on the North line of said Tract; thence North 87°48'49" East along said North line, a distance of 20.00 feet to the Northeast corner of said tract; thence South 02°15'01" East along the East line of said tract, a distance of 60.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,200 square feet or 0.028 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 1,200 square feet, more or less

PERMANENT UTILITY EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1604, at Page 83, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 1,183.56 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence South 87°48'49" West, a distance of 10.00 feet to a point 70.00 feet west of said West line; thence North 02°15'01" West along a line 70.00 feet West of and parallel to said East line, a distance of 60 feet; thence North 87°44'59" East, a distance of 10.00 feet; thence South 02°15'01" East parallel to said East line, a distance of 60 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 600 square feet or 0.014 acres, more or less.

TOTAL PERMANENT UTILITY EASEMENT AREA: 600 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 1604, at Page 83, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 11, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 24th Day of December 2018 as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 88°00'07" West (this and all following bearing are based on the Johnson County Control Network) along the South line of said Northeast Quarter, a distance of 60.00 feet; thence North 02°15'01" West parallel to the East line of said Northeast Quarter, a distance of 1,183.56 feet to a point on the South line of said tract and the **POINT OF BEGINNING**; thence South 87°48'49" West along said South line, a distance of 220.03 feet; thence North 02°11'11" West, a distance of 60.00 feet to a point on the North line of said Tract; thence North 87°48'49" East along said North line, a distance of 219.97 feet to a point 60.00 feet West of said East line; thence South 02°15'01" East parallel to said East line, a distance of 60.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 13,200 square feet or 0.303 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 13,200 square
feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 15

OWNERSHIP: Woodland K-10, LLC, a Kansas Limited Liability Company

PARTIES IN POSSESSION: Woodland K-10, LLC

SITUS ADDRESS: 10425 S. Woodland Road
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231312-1006

LIENHOLDER: None

EASEMENT HOLDER: Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne
Cities Service Gas Company n/k/a Southern Star Central Gas Pipeline, Inc.
Kansas City Power & Light Company
Southwestern Bell Telephone Company a/k/a – AT&T Corp.
United Cities Gas Company, Inc. n/k/a Atmos Energy Corporation
Consolidated Main Sewer District of Johnson County, Kansas a/k/a Johnson County Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201704, at Page 7301 thru 7307, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 02°15'01" East (this and all following bearing are based on the Johnson County Control Network) along the West line of said Northwest Quarter, a distance of 1,296.16 feet to the Southwest corner of the North one-half of said Northwest Quarter; thence North 87°31'53" East along the South line of said North one-half, a distance of 60.00 feet to a point on the East line of a Dedication for Public right-of-way found in Book 7933, at Page 977 and the **POINT OF BEGINNING**; thence North 02°15'01" West along said Easterly line, a distance of 266.93 feet to a point

on the South line of the Kansas Department of Transportation easement as described in District 1 Case Number 85853. 646, Page 271, filed in Volume 1488, at Page 663; thence North 87°44'59" East along said South line, a distance of 15.00 feet to an angle point in said easement; thence North 02°15'01" West along the Easterly line of said easement, a distance of 86.71 feet; thence South 08°28'34" East, a distance of 110.65 feet; thence North 87°44'59" East, a distance of 35.00 feet; thence South 48°19'28" East, a distance of 24.51 feet; thence South 14°19'37" West, a distance of 73.55 feet; thence South 33°47'15" West, a distance of 43.28 feet; thence South 07°10'42" West, a distance of 80.60 feet; thence South 02°15'01" East, a distance of 41.57 feet to a point on said South line; thence South 87°31'53" West along said South line, a distance of 20.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 11,643 square feet or 0.267 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 11,643 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 16

OWNERSHIP: Woodland K-10, LLC, a Kansas Limited Liability Company

PARTIES IN POSSESSION: Woodland K-10, LLC

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231312-1005

LIENHOLDER: None

EASEMENT HOLDER: Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne
Cities Service Gas Company n/k/a Southern Star Central Gas Pipeline, Inc.
Kansas City Power & Light Company
Southwestern Bell Telephone Company – a/k/a AT&T Corp.
United Cities Gas Company, Inc. n/k/a Atmos Energy Corporation
Consolidated Main Sewer District of Johnson County, Kansas a/k/a Johnson County Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 201704, at Pages 7301 thru 7307, in the City of Olathe, Johnson County Register of Deeds Office, lying in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 02°15'01" East (this and all following bearing are based on the Johnson County Control Network) along the West line of said Northwest Quarter, a distance of 1,296.16 feet to the Southwest corner of the North one-half of said Northwest Quarter; thence North 87°31'53" East along the South line of said North one-half, a distance of 60.00 feet to a point on the East line of a Dedication for Public right-of-way found in Book 7933, at Page 977 and the **POINT OF BEGINNING**; thence continuing North 87°31'53" East along the South line of said North one-half, a distance of 20.00 feet thence South 02°15'01" East, a distance of 20.81 feet to a

point on the North line of EAGLE CREST FIRST PLAT, as found in Book 130, at Page 45; thence South 88°07'34" West (South 88°08'16" West Plat) along said North line, a distance of 20.00 feet to the Southeast corner of said Deed of Dedication; thence North 02°15'01" West along said East line, a distance of 20.60 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 414 square feet or 0.010 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 414 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 16A

OWNERSHIP: Brittany Development, Inc.

PARTIES IN POSSESSION: Brittany Development, Inc.

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP20120000 0T0A

LIENHOLDER: None

EASEMENT HOLDER: Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
City of Olathe, Kansas & Other
Governmental Entities
Kansas City Power & Light Company
Eagle Crest Homes Association
Water District No. 1 of Johnson County
(Kansas) a/k/a WaterOne

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract A of EAGLE CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 45 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Southwest corner of said Tract A; thence on a curve to the right along the Westerly line of said Tract A, having an Initial Tangent Bearing of South 87°44'59" West, a radius of 2.50 feet and an arc distance of 7.91 feet; thence North 88°55'05" East along the North line of said Tract A, a distance of 72.96 feet; thence South 02°15'01" East, a distance of 3.51 feet to a point on the South line of said Tract A; thence South 87°44'59" West (South 87°45'41" West Plat) along said South line, a distance of 73.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 321 square feet or 0.007 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT AREA: 321 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 17

OWNERSHIP: Eagle Crest Homes Association, Inc., a
Kansas Not for Profit Corporation

PARTIES IN POSSESSION: Eagle Crest Homes Association, Inc.

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP20120000 0T0C

LIENHOLDER: None

EASEMENT HOLDER: United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation
Kansas City Power & Light Company
City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Consolidated Main Sewer District of
Johnson County a/k/a Johnson
County Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract C of EAGLE CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 45 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Northwest corner of said Tract C; thence North 87°44'59" East (North 87°45'41" East plat) along the North line of said Tract C, a distance of 35.00 feet to the Northeast corner of said Tract C; thence South 02°15'01" East, a distance of 25.26 feet; thence South 77°00'32" East, a distance of 25.45 feet; thence South 02°15'01" East, a distance of 407.49 feet to a point on the South line of said Tract C; thence South 87°44'59" West (South 87°45'41" West Plat) along said South line, a distance of 10.00 feet; thence North 02°15'01" West, a distance of 437.49 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 5,066 square feet or 0.116 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 5,066 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 17A

OWNERSHIP: Eagle Crest Homes Association, Inc., a
Kansas Not for Profit Corporation

PARTIES IN POSSESSION: Eagle Crest Homes Association, Inc.

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP20120000 0T0E

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Northwest Central Pipeline Corporation
n/k/a Southern Star Central Gas
Pipeline
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation
Consolidated Main Sewer District of
Johnson County a/k/a Johnson
County Wastewater
City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of platted Lot 11 (Tract E) of EAGLE CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 45 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Northwest corner of said Lot 11 (Tract E); thence North 87°44'59" East (North 87°45'41" East plat) along the North line of said Lot 11 (Tract E), a distance of 45.00 feet; thence South 02°15'01" East, a distance of 16.72 feet; thence South 77°00'32" West, a distance of 45.80 feet to a point on the West line of said Lot 11 (Tract E); thence North 02°15'01" West, a distance of 25.26 feet to

the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 945 square feet or 0.022 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 945 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 18

OWNERSHIP: Robert F. Steffes and Radka Steffes,
husband and wife

PARTIES IN POSSESSION: Robert F. Steffes and Radka Steffes

SITUS ADDRESS: 10658 S. Emerald Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0013

LIENHOLDER: U.S. Bank National Association

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the West 10.00 feet of Lot 13 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

The above described parcel was created with the benefit of ground field survey and contains 1,832 square feet or 0.042 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,832 square feet,
more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 19

OWNERSHIP: Julian G. Marquez and Tammie R. Marquez, husband and wife

PARTIES IN POSSESSION: Julian G. Marquez and Tammie R. Marquez

SITUS ADDRESS: 10666 S. Emerald Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0014

LIENHOLDER: Fifth Third Mortgage Company

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the West 10.00 feet of Lot 14 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

The above described parcel was created with the benefit of ground field survey and contains 1,100 square feet or 0.025 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,100 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 20

OWNERSHIP: Ryan E. Richey and Carrie A. Richey,
Trustees of the Ryan E. Richey and
Carrie A. Richey Declaration of Trust
dated January 11, 2013

PARTIES IN POSSESSION: Ryan E. Richey and Carrie A. Richey

SITUS ADDRESS: 10674 S. Emerald Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0015

LIENHOLDER: Origin Bank

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the West 10.00 feet of Lot 15 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

The above described parcel was created with the benefit of ground field survey and contains 1,100 square feet or 0.025 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,100 square feet,
more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 21

OWNERSHIP: Nathan S. Gilbert and Tracy J. Gilbert,
husband and wife

PARTIES IN POSSESSION: Nathan S. Gilbert and Tracy J. Gilbert

SITUS ADDRESS: 10682 S. Emerald Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0016

LIENHOLDER: James B. Nutter & Co.

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation
Kansas City Power & Light Company

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the West 10.00 feet of Lot 16 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

The above described parcel was created with the benefit of ground field survey and contains 1,100 square feet or 0.025 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,100 square feet,
more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 22

OWNERSHIP: Russell W. Cutler, II and Michelle L. Cutler, as Trustees of the Cutler Living Trust, dated October 6, 2016 or any Successor Trustee

PARTIES IN POSSESSION: Russell W. Cutler, II and Michelle L. Cutler

SITUS ADDRESS: 10690 S. Emerald Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0017

LIENHOLDER: NBKC Bank

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation
Kansas City Power & Light Company

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the West 10.00 feet of Lot 17 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

The above described parcel was created with the benefit of ground field survey and contains 1,050 square feet or 0.024 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,050 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 22A

OWNERSHIP: Raven Crest Homes Association, a
Kansas Not for Profit Corporation

PARTIES IN POSSESSION: Raven Crest Homes Association

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0T0A

LIENHOLDER: None

EASEMENT HOLDER: City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract A of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Northwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

BEGINNING at the Northwest corner of said Tract A; thence North 87°50'56" East along the North line of said Tract A, a distance of 24.89 feet; thence South 02°15'01" East, a distance of 10.00 feet to a point on the South line of said Tract A; thence South 87°50'56" West (South 87°51'38" West Plat) along said South line, a distance of 24.91 feet to a point of curve; thence on a curve to the right along the Westerly line of said Tract A, tangent to the last described course, a radius of 5.00 feet and an arc distance of 15.71 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 288 square feet or 0.007 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 288 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 23

OWNERSHIP: Chad E. Snyder and Rachelle D. Snyder,
husband and wife

PARTIES IN POSSESSION: Chad E. Snyder and Rachelle D. Snyder

SITUS ADDRESS: 19865 W. 107th Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60550000 0032

LIENHOLDER: Hometown Equity Mortgage of Saint
Louis, Inc.

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
City of Olathe, Kansas & Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater
Raven Crest Homes Association
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 32 of RAVEN CREST FIRST PLAT, a subdivision in the City of Olathe, filed in Book 130, at Page 46 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018.

BEGINNING at the Southwest corner of said Lot 32; thence North 02°16'21" West (North 02°15'23" West Plat), a distance of 92.00 feet to a point on the North line of said Southwest Quarter; thence North 87°51'57" East along said North line, a distance of 20.00 feet; thence South 02°16'21" East, a distance of 28.77 feet; thence South 25°54'21" West, a distance of 31.76 feet; thence South 02°16'21" East, a distance of 35.19 feet to a point on the South line of said Lot 32; thence South 87°51'57" West (South 87°52'51" West Plat), a distance of 5.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,102 square feet or 0.025 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,102 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 24

OWNERSHIP: Kansas City Power & Light Company, a Missouri Corporation

PARTIES IN POSSESSION: Kansas City Power & Light Company
Verizon Wireless (VAW) LLC d/b/a
Verizon Wireless (tower lease)

SITUS ADDRESS: 10859 S. Woodland Road
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DF231312-2003

LIENHOLDER: None

EASEMENT HOLDER: Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne
A.H. Beckett and Euphenna Beckett, their heirs and assigns
Johnson County Park & Recreation District
Helen R. Sorkin, her heirs and assigns
United Cities Gas Company, Inc. n/k/a Atmos Energy Corporation
Southwestern Bell Telephone Company a/k/a AT&T Corp.
Consolidated Main Sewer District of Johnson County, KS a/k/a Johnson County Wastewater

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 200612, at Page 002572, in the Johnson County Register of Deeds Office, lying in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 02°16'21" East (this and all following bearing are based on the Johnson County Control Network) along the West line of said Southwest Quarter, a distance of 92.00 feet; thence North 87°51'57" East, a distance of 60.00 feet to the Northeast corner of the 60.00 foot right-of-way described in Deed of Dedication to Johnson

County found in Book 4015, at Page 452 and the **POINT OF BEGINNING**; thence continuing North 87°51'57" East, a distance of 5.00 feet; thence South 02°16'21" East, a distance of 87.81 feet; thence South 27°28'23" East, a distance of 18.79 feet; thence South 02°16'21" East, a distance of 305.00 feet; thence South 16°37'53" East, a distance of 48.39 feet; thence South 02°16'21" East, a distance of 211.03 feet; thence South 21°35'12" East, a distance of 60.47 feet; thence South 02°16'21" East, a distance of 25.03 feet; thence North 87°43'38" East, a distance of 50.00 feet; thence South 02°16'21" East, a distance of 75.00 feet; thence South 87°43'38" West, a distance of 90.00 feet; thence South 04°51'09" West, a distance of 40.31 feet to a point on the East line of said Deed of Dedication; thence North 02°16'21" West along said East line, a distance of 864.82 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 21,072 square feet or 0.484 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION:

All that part of a tract of land described in a Kansas Warranty Deed found in Book 200612, at Page 002572, in the Johnson County Register of Deeds Office, lying in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 02°16'21" West (this and all following bearing are based on the Johnson County Control Network) along the West line of said Southwest Quarter, a distance of 1300.98 feet to the Southwest Corner of the North one-half of said Southwest Quarter; thence North 88°04'35" East along the South line of said North one-half, a distance of 60.00 feet to the Southeast corner of the 60.00 foot right-of-way described in Deed of Dedication to Johnson County found in Book 4015, at Page 452 and the **POINT OF BEGINNING**; thence North 02°16'21" West along the East line of said Deed of Dedication, a distance of 299.38 feet; thence South 08°36'43" East, a distance of 90.57 feet; thence South 02°16'21" East, a distance of 209.43 feet to a point on said South line; thence South 88°04'35" West, a distance of 10.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 2,544 square feet or 0.058 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT #1 AREA: 21,072 square feet, more or less

TOTAL TEMPORARY CONSTRUCTION EASEMENT #2 AREA: 2,544 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 25

OWNERSHIP: Fallbrook Homes Association, a Kansas
Not for Profit Corporation

PARTIES IN POSSESSION: Fallbrook Homes Association

SITUS ADDRESS: 19870 W. 110th Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP24710000 0T0A

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
City of Olathe, Kansas and Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract A of FALLBROOK 2ND PLAT, a subdivision in the City of Olathe, filed in Book 200412, at Page 012446 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Northwest corner of said Tract A; thence North 88°04'35" East (this and all following bearing are based on the Johnson County Control Network) (North 88°04'30" East Plat) along the North line of said Tract A, a distance of 10.00 feet; thence South 02°16'21" East, a distance of 580.40 feet; thence South 04°39'28" East, a distance of 114.31 feet; thence North 87°43'38" East, a distance of 42.30 feet; thence South 02°16'21" East, a distance of 5.00 feet to a point on the South line of said Tract A; thence South 87°43'38" West, a distance of 52.10 feet to the Southwest corner of said Tract A; thence North 04°39'28" West along the West line of said Tract A, a distance of 119.10 feet; thence North 02°16'21" West along the West line of said Tract A, a distance of 580.67 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey

and contains 7,208 square feet or 0.166 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 7,208 square feet,
more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 25A

OWNERSHIP: Fallbrook Homes Association, a Kansas
Not for Profit Corporation

PARTIES IN POSSESSION: Fallbrook Homes Association

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP24710000 0T0D

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
City of Olathe, Kansas and Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract D of FALLBROOK 2ND PLAT, a subdivision in the City of Olathe, filed in Book 200412, at Page 012446 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Northwest corner of said Tract D; thence North 87°43'38" East (this and all following bearing are based on the Johnson County Control Network) (North 87°43'45" East Plat) along the North line of said Tract D, a distance of 78.07 feet; thence South 02°16'21" East, a distance of 14.03 feet to a point on the South line of said Tract D; thence on a non-tangent curve to the right along said South line, having an Initial Tangent Bearing of South 82°24'46" West, a radius of 469.00 feet and an arc distance of 37.01 feet; thence South 87°43'38" West (South 87°43'45" West Plat) along said South line, a distance of 41.12 feet (34.91 feet Plat); thence along the West line of said Tract D on a curve to the right, tangent to the last described course, having a radius of 8.00 feet and an arc distance of 25.13 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 1,322 square feet or 0.030 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,322 square feet,
more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 26

OWNERSHIP: Fallbrook Homes Association, a Kansas
Not for Profit Corporation

PARTIES IN POSSESSION: Fallbrook Homes Association

SITUS ADDRESS: 19875 W. 110th Street
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP24710000 0T0C

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson
County, Kansas n/k/a Water
District No. 1 of Johnson County,
Kansas a/k/a WaterOne
City of Olathe, Kansas and Other
Governmental Entities
Johnson County Unified Wastewater
Districts a/k/a Johnson County
Wastewater

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract C of FALLBROOK 2ND PLAT, a subdivision in the City of Olathe, filed in Book 200412, at Page 012446 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Southwest corner of said Tract C; thence North 04°39'28" West (this and all following bearing are based on the Johnson County Control Network) (North 04°39'24" West Plat) along the West line of said Tract C, a distance of 42.68 feet (42.72 feet Plat) to the Northwest corner of said Tract C; thence North 87°43'38" East (North 87°43'45" East Plat) along the North line of said Tract C, a distance of 43.29 feet; thence continuing along said North line on a curve to the left, tangent to the last described course, having a radius of 500.00 feet and an arc distance of 46.65 feet; thence South 07°37'07" East, a distance of 21.13 feet; thence South 79°25'06" West, a distance of 55.97 feet; thence South 50°15'04" West, a distance of 26.01 feet to a point on the South line of said Tract C; thence South 88°17'14" West (South 88°17'04" West Plat) along said South line, a distance of 14.05 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 2,643 square feet or 0.061 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 2,643 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 27

OWNERSHIP: Theodore J. Williams and Barbara Jane Williams, Trustees of the Williams Revocable Trust dated January 30, 2018

PARTIES IN POSSESSION: Theodore J. Williams and Barbara Jane Williams

SITUS ADDRESS: 19830 W. College Boulevard
Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60940000 0001A

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Johnson County and all Public Utilities
Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne
Union Gas System, Inc. n/k/a Atmos Energy Corporation

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of Lot 1 of REUBER ACRES, a subdivision in the City of Olathe, filed in Book 54, at Page 8 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

BEGINNING at the Northwest corner of said Lot 1; thence North 88°17'14" East (E-W Plat) along the North line of said Lot 1, a distance of 10.00 feet; thence South 02°16'21" East, a distance of 408.10 feet to a point on the North line of a Tract taken for right-of-way in Book 7796, at Page 855; thence North 46°42'31" West along said North line, a distance of 14.28 feet to a point on the West line of said Lot 1 thence North 02°16'21" West, a distance of 398.00 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 4,030 square feet or 0.093 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 4,030 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 1 of REUBER ACRES, a subdivision in the City of Olathe, filed in Book 54, at Page 8 in the Register of Deeds Office all in the Southwest Quarter of Section 12, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 5th Day of October 2018 as follows:

COMMENCING at the Northwest corner of said Lot 1; thence North 88°17'14" East (E-W Plat) along the North line of said Lot 1, a distance of 10.00 feet to the **POINT OF BEGINNING**; thence continuing North 88°17'14" East (E-W Plat) along the North line of said Lot 1, a distance of 24.36 feet; thence South 50°15'04" West, a distance of 11.79 feet; thence South 02°16'21" East, a distance of 335.00 feet; thence South 28°50'16" East, a distance of 22.36 feet; thence South 02°16'21" East, a distance of 50.83 feet to a point on the North line of a Tract taken for right-of-way in Book 7796, at Page 855; thence South 88°17'14" West along said North line, a distance of 20.15 feet; thence North 46°42'31" West along said North line, a distance of 6.92 feet; thence North 02°16'21" West, a distance of 408.10 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 6,825 square feet or 0.157 acres, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 6,825 square feet, more or less

WOODLAND ROAD, K-10 TO COLLEGE – TRACT NO. 28

OWNERSHIP: Marjorie Charlene Meredith, as to an undivided One-Third (1/3) interest, and Marjorie Charlene Meredith, Susan Elaine DeGroot, and Patricia Kay Aukes (f/k/a Patricia Kay Meredith), as Co-Trustees of the Marjorie Charlene Meredith Marital Trust Under the Busch Meredith Revocable Trust Indenture Dated April 12, 1994, as to an undivided Forty-Two percent (42%) interest, and Marjorie Charlene Meredith, Susan Elaine DeGroot, and Patricia Kay Aukes (f/k/a Patricia Kay Meredith), as Co-Trustees of the Meredith Family Trust Under the Busch Meredith Revocable Trust Indenture Dated April 12, 1994, as to an undivided Twenty-Four and Two-Thirds Percent (24-2/3%) interest

PARTIES IN POSSESSION: Marjorie Charlene Meredith, Susan Elaine DeGroot, and Patricia Kay Aukes

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231313-1002

LIENHOLDER: None

EASEMENT HOLDER: Kansas City Power & Light Company
Rural Water District No. 3, Johnson County, Kansas n/k/a Water District No. 1 of Johnson County, Kansas a/k/a WaterOne
Water District No. 1 of Johnson County (Kansas) a/k/a WaterOne
Consolidated Main Sewer District of Johnson County, KS a/k/a Johnson County Wastewater

PERMANENT RIGHT-OF-WAY DESCRIPTION:

All that part of a tract of land described in a Corrected Kansas Warranty Deed found in Book 201311, at Page 006509, in the City of Olathe, Johnson County

Register of Deeds Office, lying in the Northwest Quarter of Section 13, Township 13 South, Range 23 East, in Johnson County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 24th Day of December 2018 as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 02°05'20" East (this and all following bearing are based on the Johnson County Control Network) along the West line of said Northwest Quarter, a distance of 75.00 feet; thence North 88°17'14" East, a distance of 40.00 feet to East line of Woodland Road and the **POINT OF BEGINNING**; thence North 43°05'57" East along the South line College Boulevard as described in Book 7799, at Page 465, a distance of 21.14 feet; thence North 88°17'14" East along said South line, a distance of 14.10 feet; thence South 43°05'57" West, a distance of 31.15 feet to a point 47.00 feet East of said West line of the Northwest Quarter; thence South 02°05'20" East parallel to said West line, a distance of 44.74 feet; thence South 87°54'40" West, distance of 7.00 feet to a point on the Easterly right-of-way line of Woodland Road; thence North 02°05'20" West 40 foot East of and parallel to said West line, a distance of 44.74 feet to the **Point of Beginning**.

The above described parcel was created with the benefit of ground field survey and contains 550 square feet or 0.013 acres, more or less.

TOTAL PERMANENT RIGHT-OF-WAY AREA: 550 square feet, more or less

SECTION FIVE: The City Attorney for the City of Olathe, Kansas, is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of permanent road right-of-way; permanent drainage easements; permanent utility easements; bicycle trail, recreational & drainage easements; and temporary construction easements for widening, constructing, reconstructing and maintaining the Woodland Road, K-10 to College Boulevard Improvements Project, praying for condemnation thereof and the appointment of three disinterested residents of the county to assess, determine the damages and compensation resulting from such condemnation and for such other proceedings as may be required by law.

SECTION SIX: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this 19th day of February, 2019.

SIGNED by the Mayor this 19th day of February, 2019.

Michael E. Copeland
Mayor

ATTEST:

Emily K. Vincent
City Clerk

(SEAL)

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

Publish one time and return one Proof of Publication to the City Clerk, one to Public Works, and one to the City Attorney.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver; Daniel Yoza

SUBJECT: Report on Ordinance No. 19-XX concerning amendments to Olathe Liquor Ordinances, O.M.C. Title 7.

ITEM DESCRIPTION:

Staff has prepared draft Ordinance 19-XX ([Attachment A](#)) which makes two changes to Title 7 of the Olathe Municipal Code (Liquor Laws). The first change is in response to 2017 Kansas SB 13 ([Attachment B](#)). After April 1, 2019, cereal malt beverage (CMB) retailers will be able to sell beer up to 6% alcohol by volume under the new Kansas Law. The change to the definition of "Cereal Malt Beverage" in Section One aligns the City CMB license with the State CMB license. The second change is to allow the City to issue a Sidewalk Premises permit. The Sidewalk Premises permit allows an existing holder of a City drinking establishment license to extend its premises onto an enclosed area of public right-of-way or sidewalk if the City issues a Sidewalk Premises permit. The City has the discretion to issue the Sidewalk Premises permit to a licensed drinking establishment. This process is similar to the way that the cities of Overland Park, Manhattan, and Lawrence issue these permits.

SUMMARY:

Ordinance 19-XX aligns City CMB Ordinances with State Statute and allows the City to issue sidewalk premises permits.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Accept the report. Unless directed otherwise, staff will prepare the Ordinance for formal consideration on March 5, 2019.

ATTACHMENT(S):

Attachment A: Ordinance 19-XX - Liquor Ordinance

Attachment B: 2017 SB 13

ORDINANCE NO. 19-XX

AN ORDINANCE PERTAINING TO REGULATION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE; DEFINITIONS; SIDEWALK PREMISES PERMITS FOR DRINKING ESTABLISHMENTS; ADDING SECTION 7.06.060 TO THE OLATHE MUNICIPAL CODE; AMENDING OLATHE MUNICIPAL CODE SECTIONS 7.02.010 AND 7.02.040 AND REPEALING THE EXISTING SECTIONS.

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

SECTION ONE: Section 7.02.010 of the Olathe Municipal Code is hereby amended to read as follows:

“7.02.010 Definitions.

As used in this Title, the words and phrases herein defined shall have the following meanings:

“Alcoholic candy” means: (1) for purposes of manufacturing, any candy or other confectionery product with an alcohol content greater than one-half percent (0.5%) alcohol by volume; and (2) for purposes of sale at retail, any candy or other confectionery product with an alcohol content greater than one percent (1%) alcohol by volume.

“Alcoholic liquor” means alcohol, spirits, wine, beer, alcoholic candy, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, capable of being consumed by a human being, but shall not include cereal malt beverage.

“Caterer” means an individual, partnership or corporation licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated which sells alcoholic liquor by the individual drink, and provides services relating to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit, selling alcoholic liquor in accordance with the terms of such permit.

“Cereal malt beverage” means 1) any fermented but undistilled liquor brewed or made from malt or from a mixture of malt substitute, but does not include any such liquor which is more than three and two-tenths percent (3.2%) alcohol by weight or 2) beer containing not more than six percent (6%) alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act. The effective date of this definition is April 1, 2019.

“Class A club” means a premises licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated and which is owned or leased by a corporation, partnership, business, trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans’ club, as determined by the Director of Alcohol Beverage Control of the Kansas

ATTACHMENT A

Department of Revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them.

“Class B club” means a premises licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated and which is operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverage and for entertainment.

“Club” means a Class A or Class B club.

“Club and Drinking Establishment Act” means the provisions of Article 26 of Chapter 41 of the Kansas Statutes Annotated and any amendments thereto.

“Drinking establishment” means premises licensed pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated and which may be open to the general public, where alcoholic liquor by the individual drink is sold.

“Individual drink” means a beverage containing alcoholic liquor or cereal malt beverage served to an individual for consumption by such individual or another individual, but which is not intended to be consumed by two or more individuals. The term “individual drink” includes beverages containing not more than: (1) eight (8) ounces of wine; (2) thirty-two (32) ounces of beer or cereal malt beverage; or (3) four (4) ounces of a single spirit or a combination of spirits.

“Legal age of consumption of cereal malt beverages” means twenty-one (21) years of age; except that “legal age of consumption of cereal malt beverages” shall mean eighteen (18) years of age if at any time the provisions of PL98-363 penalizing states for permitting persons under twenty-one (21) years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.

“Licensee” is any person who applies for and receives a license which allows the licensee to sell alcoholic liquor or cereal malt beverages.

“Person” includes any natural person, corporation, partnership or association.

“Place of business” means any place at which alcoholic liquor or cereal malt beverages are sold.

“Powdered alcohol” means alcohol that is prepared in a powdered or crystal form for either direct use or for reconstitution in a nonalcoholic liquid.

“Premises” means the specific area described in the license application and approved as the location upon which the cereal malt beverages and/or alcoholic liquor may be sold and/or consumed under the license.

“Public venue” means an arena, stadium, hall or theater, used primarily for athletic or sporting events, live concerts, live theatrical productions or similar seasonal entertainment events, not operated on a daily basis, and containing:

- (1) Not less than four thousand (4,000) permanent seats; and
- (2) Not less than two (2) private suites, which are enclosed or semi-enclosed seating areas, having controlled access and separated from the general admission areas by a permanent barrier.

“Retailer” means a person who sells, or offers for sale, alcoholic liquors or cereal malt beverages for use and consumption and not for resale in any form.

ATTACHMENT A

“Sale” means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration, and ~~included~~ includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.

“Sample” means a serving of alcoholic liquor which contains not more than: (1) One-half (1/2) ounce of distilled spirits; (2) one (1) ounce of wine; or (3) two (2) ounces of beer or cereal malt beverage. A sample of a mixed alcoholic beverage shall contain not more than one-half (1/2) ounce of distilled spirits.

“School” means any institution of learning, whether public or private. This definition includes, but is not limited to, a nursery school, kindergarten, elementary school, junior high school, senior high school, college and university. However, for the purposes of this Title, any institution of learning whether public or private located within a typically enclosed mall with a climate-controlled walkway between two (2) facing strips of stores will not be considered a school.

“Temporary permit” means a temporary permit issued pursuant to Article 26 of Chapter 41 of the Kansas Statutes Annotated.

“To sell” includes to solicit or receive an order for, to keep or expose for sale and to keep with intent to sell.”

SECTION TWO: Section 7.02.040 of the Olathe Municipal Code is hereby amended to read as follows:

“7.02.040 Consumption on Public Property.

(A) No person shall possess or consume alcoholic liquor or cereal malt beverages on any public lands to which the City holds title ~~without a~~ unless one of the permits ~~issued pursuant to described in~~ is issued for such land.

(B) ~~Except as provided in subsection (C) of this section, an application for The City Manager or Designee may issue~~ a permit to sell, serve, possess or consume alcoholic liquor or cereal malt beverages on public lands in designated places and for limited times, as described in the permit. Applications for such permits must include either:

(1) A valid caterer’s license, pursuant to Chapter 7.10; or

(2) A valid temporary permit, pursuant to Chapter 7.12.

(C) The City Manager or Designee may issue the following special permits:

(1) ~~The City Manager or designee may issue~~ A consumption permit for City-sponsored events on public lands where no alcoholic liquor or cereal malt beverages will be sold or served, but may be possessed or consumed; or

(2) A Sidewalk Premises permit pursuant to Section 7.06.060 to Drinking Establishments for licensed premises extensions onto City sidewalks or public right-of-way.

(D) Permits issued pursuant to this section must state the boundaries of the permitted area and the period that the permit is valid. The approval, denial,

or revocation of such permits is at the sole discretion of the City. The permit may include any conditions or restrictions the City deems necessary for the public health, safety, and welfare, and to protect and preserve public lands.

(E) As a condition of the permit, the applicant will agree to follow all applicable laws regarding consuming of alcohol, including, but not limited to, Kansas Statutes Annotated, Chapter 41, and Titles 7 and 9 of this municipal code, and any rules and regulations promulgated thereunder. The applicant will also agree to follow all lawful orders of the division of alcoholic beverage control of the Kansas Department of Revenue and the Olathe Police Department.

(F) The City Manager or designee may issue rules and regulations to implement the provisions of this Section.”

NEW SECTION THREE: Section 7.06.060 is hereby added to the Olathe Municipal Code to read as follows:

“7.06.060 Sidewalk Premises Permit.

(A) It shall be unlawful for any person to sell or serve any alcoholic liquor on a City sidewalk or public right-of-way without a valid Sidewalk Premises permit issued pursuant to this section. “Sidewalk Premises” means an area of a City sidewalk or public right-of-way, which is immediately adjacent to a Drinking Establishment.

(B) The applicant must be the license holder of the Drinking Establishment immediately adjacent to the Sidewalk Premises. Application for a Sidewalk Premises Permit must be made to the City Clerk on a form provided by the City Clerk for that purpose. The applicant must provide the following:

(1) The name of the Drinking Establishment, including the business address, business telephone, and mailing address.

(2) The name, telephone number, mailing address, and e-mail address of the manager of the Drinking Establishment.

(3) For applications to use an area of City sidewalk, a depiction of the licensed area that includes the following:

(a) A drawing or diagram showing the location of railings or barriers that separate the Sidewalk Premises from the portion of the sidewalk for pedestrian use; and

(b) A drawing or diagram showing there is a minimum of thirty-six (36) inches width of unobstructed sidewalk reserved for pedestrian use between proposed Sidewalk Premises and the street curb.

(C) Permits applied for, or issued under this section may be approved, denied, or revoked at the sole discretion of the City. Any of the following events may result in revocation:

(1) Fraud, misrepresentation, or any false statement contained in the application for a Sidewalk Premises permit, or required materials therein; or

ATTACHMENT A

(2) Failure to comply with any requirements of this Title.

(D) The Sidewalk Premises permit holder must comply with the following regulations:

(1) The Sidewalk Premises and adjoining sidewalk areas must be kept clear of dishes, cups, glasses, litter, food scraps, or any other waste. The entire Sidewalk Premises area and adjacent sidewalks must be cleaned daily.

(2) The Sidewalk Premises must be continuously supervised by employees of the establishment during business hours.

(3) The Sidewalk Premises area must be designated with a railing or barrier. Such railing or barrier must be at least thirty-six (36) inches high.

(4) The City may require modifications of the Sidewalk Premises area, to increase safety, improve passage, prevent damage to the City's sidewalk or right-of-way, or maintain a style consistent with the surrounding area.

(5) Maintain all required licenses relating to alcoholic liquor.

(E) Establishments with a valid Sidewalk Premises permit may sell and serve alcoholic liquor, and patrons of the establishment may purchase, possess, and consume such alcoholic liquor within establishment's permitted Sidewalk Premises in accordance with Title 7 of the Olathe Municipal Code. Establishments must also comply with all State and City laws and ordinances governing the sale, possession, and consumption of alcoholic liquor."

SECTION FOUR: Existing Sections 7.02.010 and 7.02.040 are hereby repealed.

SECTION FIVE: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2019.

SIGNED by the Mayor this _____ day of _____, 2019.

Mayor

ATTEST:

ATTACHMENT A

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

CHAPTER 56

House Substitute for SENATE BILL No. 13
(Amended by Chapter 85)

AN ACT relating to the sale and consumption of alcoholic beverages; amending K.S.A. 41-2706 and 41-2726 and K.S.A. 2016 Supp. 41-102, 41-307, 41-308, 41-2701, 41-2702, 41-2704, 41-2708 and 41-2722 and repealing the existing sections; also repealing K.S.A. 41-103.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) Notwithstanding the provisions of K.S.A. 41-1101, and amendments thereto, or the provisions of the Kansas cereal malt beverage act, a distributor may establish reasonable minimum order quantities or minimum dollar value of an order, or both, for alcoholic liquor and cereal malt beverages distributed by the distributor to a retailer.

(b) The provisions of K.S.A. 41-1101(b), and amendments thereto, shall apply to a person licensed pursuant to K.S.A. 41-2702, and amendments thereto, to sell cereal malt beverage and beer containing not more than 6% alcohol by volume to the same extent it applies to a retailer licensed pursuant to the Kansas liquor control act, and the provisions of K.S.A. 41-1101(d), and amendments thereto, shall apply to a retailer licensed pursuant to the Kansas liquor control act to the same extent it applies to a retailer licensed pursuant to K.S.A. 41-2702, and amendments thereto.

(c) This section shall be a part of and supplemental to the Kansas liquor control act.

(d) The provisions of this section shall be effective on and after April 1, 2019.

New Sec. 2. (a) It is hereby declared to be the intent of the legislature that, for the purposes of any agreement entered into prior to April 1, 2019, pursuant to K.S.A. 41-410, and amendments thereto, between a supplier and a distributor regarding the geographic territory within which the distributor may sell one or more brands of the supplier's cereal malt beverage or beer, or both, the term "cereal malt beverage" shall have the meaning ascribed to such term in K.S.A. 41-2701, and amendments thereto, on the effective date of this act, and the term "beer" shall have the meaning ascribed to such term in K.S.A. 41-102, and amendments thereto, on the effective date of this act.

(b) This section shall be a part of and supplemental to the Kansas liquor control act.

(c) The provisions of this section shall be effective on and after April 1, 2019.

New Sec. 3. (a) Following the 10th anniversary of the effective date of this act, the director shall conduct a market impact study of the sale of beer containing not more than 6% alcohol by volume by persons li-

censed as cereal malt beverage retailers pursuant to K.S.A. 41-2702, and amendments thereto. Such study shall include, but not be limited to, the changes subsequent to the effective date of this act, if any, in the number of retailers and the reasons for any changes; the changes subsequent to the effective date of this act, if any, in the number of persons licensed to sell cereal malt beverage in the original package for use or consumption off of and away from the licensed premises, and the reasons for any changes; the effect of this act on state and local tax revenues; the impact of this act on employment; and such other factors as the director deems pertinent. A report on the director's findings from such study shall be submitted to the legislature prior to adjournment of the 2029 session of the legislature.

(b) The director shall have oversight over the sale of beer containing not more than 6% alcohol by volume by persons licensed as cereal malt beverage retailers pursuant to K.S.A. 41-2702, and amendments thereto, to ensure that such sales promote an orderly market. For such purpose, the director may adopt such rules and regulations as the director deems necessary and appropriate, including rules and regulations making applicable to cereal malt beverage retailers selling beer containing not more than 6% alcohol by volume such provisions of the existing rules and regulations concerning industry trade practices as are necessary and appropriate. The rules and regulations authorized by this section shall be promulgated by the director on or before July 1, 2018.

Sec. 4. On and after April 1, 2019, K.S.A. 2016 Supp. 41-102 is hereby amended to read as follows: 41-102. As used in this act, unless the context clearly requires otherwise:

(a) "Alcohol" means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) "Alcoholic liquor" means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(c) "Beer" means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

(d) "Caterer" has the meaning provided by K.S.A. 41-2601, and amendments thereto.

(e) "Cereal malt beverage" has the meaning provided by K.S.A. 41-2701, and amendments thereto.

(f) “Club” has the meaning provided by K.S.A. 41-2601, and amendments thereto.

(g) “Director” means the director of alcoholic beverage control of the department of revenue.

(h) “Distributor” means the person importing or causing to be imported into the state, or purchasing or causing to be purchased within the state, alcoholic liquor for sale or resale to retailers licensed under this act or cereal malt beverage for sale or resale to retailers licensed under K.S.A. 41-2702, and amendments thereto.

(i) “Domestic beer” means beer which contains not more than 10% alcohol by weight and which is manufactured in this state.

(j) “Domestic fortified wine” means wine which contains more than 14%, but not more than 20% alcohol by volume and which is manufactured in this state.

(k) “Domestic table wine” means wine which contains not more than 14% alcohol by volume and which is manufactured without rectification or fortification in this state.

(l) “Drinking establishment” has the meaning provided by K.S.A. 41-2601, and amendments thereto.

(m) “Farm winery” means a winery licensed by the director to manufacture, store and sell domestic table wine and domestic fortified wine.

(n) “Hard cider” means any alcoholic beverage that:

(1) Contains less than 8.5% alcohol by volume;

(2) has a carbonation level that does not exceed 6.4 grams per liter; and

(3) is obtained by the normal alcoholic fermentation of the juice of sound, ripe apples or pears, including such beverages containing sugar added for the purpose of correcting natural deficiencies.

(o) “Manufacture” means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer or cereal malt beverage.

(p) (1) “Manufacturer” means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquor, beer or cereal malt beverage.

(2) “Manufacturer” does not include a microbrewery, microdistillery or a farm winery.

(q) “Microbrewery” means a brewery licensed by the director to manufacture, store and sell domestic beer and hard cider.

(r) “Microdistillery” means a facility which produces spirits from any source or substance that is licensed by the director to manufacture, store and sell spirits.

(s) “Minor” means any person under 21 years of age.

(t) “Nonbeverage user” means any manufacturer of any of the products set forth and described in K.S.A. 41-501, and amendments thereto,

when the products contain alcohol or wine, and all laboratories using alcohol for nonbeverage purposes.

(u) “Original package” means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor. Original container does not include a sleeve.

(v) “Person” means any natural person, corporation, partnership, trust or association.

(w) “Powdered alcohol” means alcohol that is prepared in a powdered or crystal form for either direct use or for reconstitution in a non-alcoholic liquid.

(x) “Primary American source of supply” means the manufacturer, the owner of alcoholic liquor at the time it becomes a marketable product or the manufacturer’s or owner’s exclusive agent who, if the alcoholic liquor cannot be secured directly from such manufacturer or owner by American wholesalers, is the source closest to such manufacturer or owner in the channel of commerce from which the product can be secured by American wholesalers.

(y) (1) “Retailer” means a person who *is licensed under the Kansas liquor control act and sells at retail, or offers for sale at retail, alcoholic liquors or cereal malt beverages.*

(2) “Retailer” does not include a microbrewery, microdistillery or a farm winery.

(z) “Sale” means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

(aa) “Salesperson” means any natural person who:

(1) Procures or seeks to procure an order, bargain, contract or agreement for the sale of alcoholic liquor or cereal malt beverage; or

(2) is engaged in promoting the sale of alcoholic liquor or cereal malt beverage, or in promoting the business of any person, firm or corporation engaged in the manufacturing and selling of alcoholic liquor or cereal malt beverage, whether the seller resides within the state of Kansas and sells to licensed buyers within the state of Kansas, or whether the seller resides without the state of Kansas and sells to licensed buyers within the state of Kansas.

(bb) “Secretary” means the secretary of revenue.

(cc) (1) “Sell at retail” and “sale at retail” refer to and mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits.

(2) “Sell at retail” and “sale at retail” do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed

drinking establishment, a licensed caterer or a holder of a temporary permit.

(dd) “To sell” includes to solicit or receive an order for, to keep or expose for sale and to keep with intent to sell.

(ee) “Sleeve” means a package of two or more 50-milliliter (3.2-fluid-ounce) containers of spirits.

(ff) “Spirits” means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

(gg) “Supplier” means a manufacturer of alcoholic liquor or cereal malt beverage or an agent of such manufacturer, other than a salesperson.

(hh) “Temporary permit” has the meaning provided by K.S.A. 41-2601, and amendments thereto.

(ii) “Wine” means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies. The term “wine” shall include hard cider and any other product that is commonly known as a subset of wine.

Sec. 5. On and after April 1, 2019, K.S.A. 2016 Supp. 41-307 is hereby amended to read as follows: 41-307. A beer distributor’s license shall allow:

- (a) The wholesale purchase, importation and storage of beer.
- (b) The sale of beer to:
 - (1) Licensed caterers;
 - (2) beer distributors licensed in this state;
 - (3) retailers, public venues, clubs and drinking establishments, licensed in this state, except that such distributor shall sell a brand of beer only to those retailers, public venues, clubs and drinking establishments of which the licensed premises are located in the geographic territory within which such distributor is authorized to sell such brand, as designated in the notice or notices filed with the director pursuant to K.S.A. 41-410, and amendments thereto; and
 - (4) such persons located outside such territory or outside this state as permitted by law.
- (c) The sale of cereal malt beverage to:
 - (1) Beer distributors licensed in this state;
 - (2) clubs and drinking establishments, licensed in this state, and retailers licensed under K.S.A. 41-2702, and amendments thereto, except that such distributor shall sell a brand of cereal malt beverage only to those such clubs, drinking establishments and retailers of which the licensed premises are located in the geographic territory within which such

distributor is authorized to sell such brand, as designated in the notice or notices filed with the director pursuant to K.S.A. 41-410, and amendments thereto;~~and~~

(3) *retailers; and*

(4) such persons located outside such territory or outside this state as permitted by law.

(d) *The sale of beer containing not more than 6% alcohol by volume to cereal malt beverage retailers licensed pursuant to K.S.A. 41-2702, and amendments thereto.*

(e) The purchase of cereal malt beverage in kegs or other bulk containers and the bottling or canning thereof in accordance with law.

~~(e)~~(f) The storage and delivery to a retailer licensed under the Kansas liquor control act or a retailer licensed under K.S.A. 41-2702, and amendments thereto, on the distributor's licensed premises, of alcoholic liquor or cereal malt beverage of another licensed distributor authorized by law to sell such alcoholic liquor or cereal malt beverage to such retailer, in accordance with an agreement entered into with such other distributor and approved by the director.

~~(f)~~(g) The storage and delivery, with proper invoicing in accordance with rules and regulations adopted by the secretary, on the premises of a public venue licensee, of beer sold to or available for purchase by the public venue during an event.

~~(g)~~(h) The withdrawal of beer or cereal malt beverage from such licensee's inventory for use as samples in the course of the business of the distributor or at industry seminars. Samples may only be provided to persons licensed as a distributor or a retailer under the Kansas liquor control act, and such person's employees, or to persons licensed under the club and drinking establishment act, and such person's employees. Samples may be served on the licensed premises of the licensee, or on the premises of a licensed retailer, provided no sample shall be served on that portion of the premises of a licensed retailer that is open to the public and where sales of alcoholic liquor at retail are made. Samples may be served on the premises of a licensee holding a license issued under the club and drinking establishment act, provided no sample shall be served on that portion of the premises that is open to the public and where sales of alcoholic liquor are made. No sample shall be provided to any minor. Nothing in this subsection shall be construed to permit the licensee to sell any alcoholic liquor for consumption on the premises. The withdrawal of beer or cereal malt beverage shall be subject to the tax imposed by K.S.A. 79-4101 et seq., and amendments thereto, based on the applicable current posted bottle or case price. For purposes of providing samples pursuant to this subsection other than at industry seminars or to the licensee's employees, the term "sample" shall have the same meaning as that term is defined in K.S.A. 41-2601, and amendments thereto.

Sec. 6. On and after April 1, 2019, K.S.A. 2016 Supp. 41-308 is hereby amended to read as follows: 41-308. (a) Except as provided in K.S.A. 2016 Supp. 41-308d, and amendments thereto, a retailer's license shall allow the licensee to sell and offer for sale at retail and deliver in the original package, as therein prescribed, alcoholic liquor *and cereal malt beverage* for use or consumption off and away from the premises specified in such license.

(b) A retailer's license shall permit sale and delivery of alcoholic liquor *and cereal malt beverage* only on the licensed premises and shall not permit sale of alcoholic liquor *and cereal malt beverage* for resale in any form, except that a licensed retailer may:

(1) Sell alcoholic liquor *and cereal malt beverage* to a temporary permit holder for resale by such permit holder; and

(2) sell and deliver alcoholic liquor *and cereal malt beverage* to a caterer or to the licensed premises of a public venue, club or drinking establishment, if such premises are in the county where the retailer's premises are located or in an adjacent county, for resale by such public venue, club, establishment or caterer.

~~(b) The holder of a retailer's license shall not sell, offer for sale, give away or permit to be sold, offered for sale or given away in or from the premises specified in such license any service or thing of value whatsoever except alcoholic liquor in the original package, except that a licensed~~
(c) A retailer may:

(1) Charge a delivery fee for delivery of *alcoholic liquor and cereal malt beverage* to a public venue, club, drinking establishment or caterer pursuant to subsection ~~(a)~~ (b);

(2) sell lottery tickets and shares to the public in accordance with the Kansas lottery act, if the retailer is selected as a lottery retailer;

(3) include in the sale of alcoholic liquor *and cereal malt beverage* any goods included by the manufacturer in packaging with the alcoholic liquor *or cereal malt beverage*, subject to the approval of the director; ~~and~~

(4) distribute to the public, without charge, consumer advertising specialties bearing advertising matter, subject to rules and regulations of the secretary limiting the form and distribution of such specialties so that they are not conditioned on or an inducement to the purchase of alcoholic liquor ~~or cereal malt beverage~~;

~~(c) No licensed retailer shall furnish any entertainment in such premises or permit any pinball machine or game of skill or chance to be located in or on such premises.~~

~~(d) A retailer's license shall allow the licensee to~~ (5) store alcoholic liquor *and cereal malt beverage* in refrigerators, cold storage units, ice boxes or other cooling devices, and the licensee may sell such alcoholic liquor *and cereal malt beverage* to consumers in a chilled condition; *and*

(6) *sell any other good or service on the licensed premises, except that*

the gross sales of other goods and services, excluding fees derived from the sale of lottery tickets and revenues from sales of cigarettes and tobacco products, shall not exceed 20% of the retailer's total gross sales.

Sec. 7. On and after April 1, 2019, K.S.A. 2016 Supp. 41-2701 is hereby amended to read as follows: 41-2701. As used in this act unless the context otherwise requires:

(a) "Cereal malt beverage" means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 2016 Supp. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2% alcohol by weight.

(b) "Director" means the director of alcoholic beverage control of the department of revenue.

(c) "Manufacturer" means a manufacturer as defined by K.S.A. 41-102, and amendments thereto.

(d) "Person" means any individual, firm, partnership, corporation or association.

(e) "Retailer" means any person *who is licensed under the Kansas cereal malt beverage act and who sells or offers for sale any cereal malt beverage or beer containing not more than 6% alcohol by volume* for use or consumption and not for resale in any form.

(f) "Place of business" means any place at which cereal malt beverages *or beer containing not more than 6% alcohol by volume* are sold.

(g) "Distributor" means a beer distributor licensed pursuant to the Kansas liquor control act.

(h) "Legal age for consumption of cereal malt beverage" means 21 years of age, except that "legal age for consumption of cereal malt beverage" shall mean 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.

Sec. 8. On and after April 1, 2019, K.S.A. 2016 Supp. 41-2702 is hereby amended to read as follows: 41-2702. (a) No retailer shall sell any cereal malt beverage *or beer containing not more than 6% alcohol by volume* without having first secured a license for each place of business as herein provided. In case such place of business is located within the corporate limits of a city, the application for license shall be made to the governing body of such city. In all other cases, the application for license shall be made to the board of county commissioners in the county in which such place of business is to be located, except that the application for license to sell on railway cars shall be made to the director as hereinafter provided.

(b) A board of county commissioners shall not issue or renew a retailer's license without giving the clerk of the township where the place

of business is to be located written notice by registered mail of the filing of the application for licensure or renewal. The township board may within 10 days file advisory recommendations as to the granting of such license or renewal and such advisory recommendations shall be considered by the board of county commissioners before such license is issued. If an original license is granted and issued, the board of county commissioners shall grant and issue renewals thereof upon application of the license holder, if the license holder is qualified to receive the same and the license has not been revoked as provided by law.

(c) An application for a retailer's license shall be verified and upon a form prepared by the attorney general of the state and shall contain:

- (1) The name and residence of the applicant;
- (2) the length of time that the applicant has resided within the state of Kansas;
- (3) the particular place of business for which a license is desired;
- (4) the name of the owner of the premises upon which the place of business is located; and
- (5) a statement that the applicant is a citizen of the United States and not less than 21 years of age and that the applicant has not within two years immediately preceding the date of making application been convicted of a felony, any crime involving moral turpitude, drunkenness, driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States.

(d) In addition to the fee provided by subsection (e), each application for a retailer's license to sell cereal malt beverages for consumption on the licensed premises shall be accompanied by a fee as follows:

- (1) For licensure of a place of business other than a railway car, a fee of not less than \$25 nor more than \$200, as prescribed by the board of county commissioners or the governing body of the city, as the case may be; and
- (2) for licensure to sell on railway cars, a fee of \$100.

(e) Each applicant for a retailer's license or renewal of such a license shall submit to the director a copy of the completed application for such license or license renewal, together with a fee of \$25. Upon receipt of such application, the director shall authorize a state stamp to be affixed to the license. No such stamp shall be affixed to any license except such stamps as provided by the director and no retailer's license shall be issued or renewed unless such stamp has first been affixed thereto.

(f) The director shall remit all fees collected by the director to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the state general fund, except that the director may provide for the

deposit in the cereal malt beverage tax refund fund of such amounts as necessary for the refund of any license fees collected hereunder.

(g) The board of county commissioners of the several counties or the governing body of a city shall issue a license upon application duly made as otherwise provided for herein, to any retailer engaged in business in such county or city and qualified to receive such license, to sell only cereal malt beverages in original and unopened containers, and not for consumption on the premises. The annual license fee for such license, which shall be in addition to the fee provided by subsection (e), shall be not less than \$25 nor more than \$50.

(h) No license issued under this act shall be transferable.

Sec. 9. On and after April 1, 2019, K.S.A. 2016 Supp. 41-2704 is hereby amended to read as follows: 41-2704. (a) In addition to and consistent with the requirements of the cereal malt beverage act, the board of county commissioners of any county or the governing body of any city may prescribe hours of closing, standards of conduct and rules and regulations concerning the moral, sanitary and health conditions of places licensed pursuant to this act and may establish zones within which no such place may be located.

(b) Within any city where the days of sale at retail of cereal malt beverage in the original package have not been expanded as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, or have been so expanded and subsequently restricted as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, and within any township where the hours and days of sale at retail of cereal malt beverage in the original package have not been expanded as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, or have been so expanded and subsequently restricted as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, no cereal malt beverages *or beer containing not more than 6% alcohol by volume* may be sold:

(1) Between the hours of 12 midnight and 6 a.m.; or

(2) on Sunday, except in a place of business which is licensed to sell cereal malt beverage for consumption on the premises, which derives not less than 30% of its gross receipts from the sale of food for consumption on the licensed premises and which is located in a county where such sales on Sunday have been authorized by resolution of the board of county commissioners of the county or in a city where such sales on Sunday have been authorized by ordinance of the governing body of the city.

(c) Within any city where the days of sale at retail of cereal malt beverage in the original package have been expanded as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, and have not been subsequently restricted as provided in K.S.A. 2016 Supp. 41-2911, and amendments thereto, and within any township where the days of sale at retail of cereal malt beverage in the original package have been expanded

as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, and have not been subsequently restricted as provided by K.S.A. 2016 Supp. 41-2911, and amendments thereto, no person shall sell at retail cereal malt beverage:

- (1) Between the hours of 12 midnight and 6 a.m.;
- (2) in the original package before 12 noon *or* after 8 p.m. on Sunday;
- (3) on Easter Sunday; or
- (4) for consumption on the licensed premises on Sunday, except in a place of business which is licensed to sell cereal malt beverage for consumption on the premises, which derives not less than 30% of its gross receipts from the sale of food for consumption on the licensed premises and which is located in a county where such sales on Sunday have been authorized by resolution of the board of county commissioners of the county or in a city where such sales on Sunday have been authorized by ordinance of the governing body of the city.

(d) No private rooms or closed booths shall be operated in a place of business, but this provision shall not apply if the licensed premises also are licensed as a club pursuant to the club and drinking establishment act.

(e) Each place of business shall be open to the public and to law enforcement officers at all times during business hours, except that a premises licensed as a club pursuant to the club and drinking establishment act shall be open to law enforcement officers and not to the public.

(f) Except as otherwise provided by this subsection, no licensee shall permit a person under the legal age for consumption of cereal malt beverage *or beer containing not more than 6% alcohol by volume* to consume or purchase any cereal malt beverage in or about a place of business. A licensee's employee who is not less than 18 years of age may dispense or sell cereal malt beverage *or beer containing not more than 6% alcohol by volume*, if:

(1) The licensee's place of business is licensed only to sell at retail cereal malt beverage *or beer containing not more than 6% alcohol by volume* in the original package and not for consumption on the premises; or

(2) the licensee's place of business is a licensed food service establishment, as defined by K.S.A. 36-501, and amendments thereto, and not less than 50% of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.

(g) No person shall have any alcoholic liquor, *except beer containing not more than 6% alcohol by volume*, in such person's possession while in a place of business, unless the premises are currently licensed as a club or drinking establishment pursuant to the club and drinking establishment act.

(h) Cereal malt beverages may be sold on premises which are licensed

pursuant to both the *Kansas* cereal malt beverage act and the club and drinking establishment act at any time when alcoholic liquor is allowed by law to be served on the premises.

Sec. 10. On and after April 1, 2019, K.S.A. 41-2706 is hereby amended to read as follows: 41-2706. (a) Except as provided by subsection (b), no person shall sell or furnish cereal malt beverages *or beer containing not more than 6% alcohol by volume* at retail to any person on credit; on a passbook; on order on a store; in exchange for any goods, wares or merchandise; or in payment for any services rendered. If any person extends credit for such purpose, the debt attempted to be created shall not be recoverable at law and, in addition, such person shall be subject to the penalties provided in K.S.A. 41-2707, and amendments thereto.

(b) A licensed retailer may sell cereal malt beverages *or beer containing not more than 6% alcohol by volume* to a consumer on credit pursuant to a credit card which entitles the user to purchase goods or services from at least 100 persons not related to the issuer of the credit card.

Sec. 11. On and after April 1, 2019, K.S.A. 2016 Supp. 41-2708 is hereby amended to read as follows: 41-2708. (a) The board of county commissioners or the governing body of any city, upon five days' notice to the persons holding a license, may revoke or suspend the license for any one of the following reasons:

(1) The licensee has violated any of the provisions of K.S.A. 41-2701 et seq., and amendments thereto, or any rules or regulations made by the board or the city, as the case may be;

(2) drunkenness of the licensee or permitting any intoxicated person to remain in or upon the licensee's place of business;

(3) the sale of cereal malt beverages *or beer containing not more than 6% alcohol by volume* to any person under the legal age for consumption of cereal malt beverage;

(4) permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose;

(5) the sale or possession of, or permitting any person to use or consume on the licensed premises, any alcoholic liquor as defined by K.S.A. 41-102, and amendments thereto, *except beer containing not more than 6% alcohol by volume*; or

(6) the licensee has been convicted of a violation of the beer and cereal malt beverage keg registration act.

(b) The provisions of subsections (a)(4) and (5) shall not apply if the place of business or premises also are currently licensed as a club or drinking establishment pursuant to the club and drinking establishment act.

(c) The board of county commissioners or the governing body of any

city, upon five days' notice to the persons holding a license, shall revoke or suspend the license for any one of the following reasons:

- (1) The licensee has fraudulently obtained the license by giving false information in the application therefor;
- (2) the licensee has become ineligible to obtain a license under this act;
- (3) the nonpayment of any license fees;
- (4) permitting any gambling in or upon the licensee's place of business;
- (5) the employment of persons under 18 years of age in dispensing or selling cereal malt beverages *or beer containing not more than 6% alcohol by volume*;
- (6) the employment or continuation in employment of a person in connection with the sale, serving or dispensing of cereal malt beverages if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any violation of the intoxicating liquor laws of this state, another state or the United States; or
- (7) there has been a violation of K.S.A. 21-4106 or 21-4107, prior to their repeal, or K.S.A. 2016 Supp. 21-6204, and amendments thereto, in or upon the licensee's place of business.

(d) Within 20 days after the order of the board revoking or suspending any license, the licensee may appeal to the district court and the district court shall proceed to hear such appeal as though such court had original jurisdiction of the matter. Any appeal taken from an order revoking or suspending the license shall not suspend the order of revocation or suspension during the pendency of any such appeal.

Sec. 12. On and after April 1, 2019, K.S.A. 2016 Supp. 41-2722 is hereby amended to read as follows: 41-2722. (a) No retailer, or employee or agent of a retailer, licensed to sell cereal malt beverage *and beer containing not more than 6% alcohol by volume* for consumption on the licensed premises shall:

- (1) Offer or serve any free cereal malt beverage *or beer containing not more than 6% alcohol by volume* to any person;
- (2) offer or serve to any person a drink at a price that is less than the acquisition cost of the drink to the licensee;
- (3) sell, offer to sell or serve to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the general public;
- (4) encourage or permit, on the licensed premises, any game or contest which involves drinking cereal malt beverage *or beer containing not more than 6% alcohol by volume* or the awarding of drinks as prizes; or
- (5) advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under subsections (a)(1) through (4).

- (b) A retailer may:
 - (1) Offer free food or entertainment at any time;
 - (2) sell, offer to sell and serve individual drinks at different prices throughout any day; or
 - (3) sell or serve cereal malt beverage in a pitcher capable of containing not more than 64 fluid ounces.
- (c) Violation of any provisions of this section is a misdemeanor punishable as provided by K.S.A. 41-2711, and amendments thereto.
- (d) Violation of any provision of this act shall be grounds for suspension or revocation of the retailer's license as provided by K.S.A. 41-2708, and amendments thereto.
- (e) Every licensee subject to the provisions of this section shall make available at any time upon request a price list showing the licensee's current prices for all cereal malt beverages *and beer containing not more than 6% alcohol by volume*.
- (f) This section shall be part of and supplemental to K.S.A. 41-2701 through 41-2721, and amendments thereto.

Sec. 13. On and after April 1, 2019, K.S.A. 41-2726 is hereby amended to read as follows: 41-2726. (a) No retailer licensed under K.S.A. 41-2701 et seq., and amendments thereto, to sell cereal malt beverage *or beer containing not more than 6% alcohol by volume* in original and unopened containers and not for consumption on the licensed premises shall sell or offer for sale *directly or indirectly* any cereal malt beverage *or beer containing not more than 6% alcohol by volume* at a price that is less than the acquisition cost of such cereal malt beverage *or beer containing not more than 6% alcohol by volume* to the licensee.

(b) *The director may issue to a retailer a permit authorizing the retailer to sell cereal malt beverage or beer containing not more than 6% alcohol by volume at less than the acquisition cost thereof, if:*

- (1) *The retailer is actually closing out the retailer's stock for the purpose of completely discontinuing sale of the item for a period of not less than 12 months;*
- (2) *the item is damaged or deteriorated in quality and notice is given to the public thereof; or*
- (3) *the sale of the item is by an officer acting under the order of a court.*

(c) Violation of this section is a misdemeanor punishable as provided by K.S.A. 41-2711, and amendments thereto.

~~(e)~~(d) Violation of this section shall be grounds for suspension or revocation of the retailer's license as provided by K.S.A. 41-2708, and amendments thereto.

Sec. 14. On and after April 1, 2019, K.S.A. 41-103, 41-2706 and 41-2726 and K.S.A. 2016 Supp. 41-102, 41-307, 41-308, 41-2701, 41-2702, 41-2704, 41-2708 and 41-2722 are hereby repealed.

Sec. 15. This act shall take effect and be in force from and after January 1, 2018, and its publication in the statute book.

Approved April 18, 2017.

CHAPTER 57

House Substitute for SENATE BILL No. 51

AN ACT concerning controlled substances; the state board of pharmacy; relating to scheduling of controlled substance analogs, controlled substances and new drugs; emergency scheduling; amending K.S.A. 2016 Supp. 21-5701, 65-4101, 65-4102, 65-4105, 65-4107, 65-4111 and 65-4113 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

Section 1. K.S.A. 2016 Supp. 21-5701 is hereby amended to read as follows: 21-5701. As used in K.S.A. 2016 Supp. 21-5701 through 21-5717, and amendments thereto: (a) “Controlled substance” means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(b) (1) “Controlled substance analog” means a substance that is intended for human consumption, and *at least one of the following*:

(A) The chemical structure of ~~which~~ *the substance* is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(B) ~~which~~ *the substance* has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(C) with respect to a particular individual, ~~which~~ *the such* individual represents or intends *the substance* to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(2) “Controlled substance analog” does not include:

(A) A controlled substance;

(B) a substance for which there is an approved new drug application; or

(C) a substance with respect to which an exemption is in effect for investigational use by a particular person under section 505 of the federal



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Ed Foley

SUBJECT: Presentation by ETC Institute on the results of the 2018 DirectionFinder Survey

ITEM DESCRIPTION:

Presentation by ETC Institute on the results of the 2018 DirectionFinder Survey

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 telephone.

Chris Tatham of ETC Institute will present the results of the 2018 survey.

An analysis of areas that saw significant changes from 2017 to 2018 is attached for your review.

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 used to develop performance measures for the organization. Annual results allow departments to better utilize resources and guides budgetary decisions.

ACTION NEEDED:

Receive the presentation.

ATTACHMENT(S):

Analysis of Significant Changes from 2017-2018



DirectionFinder Changes in Satisfaction from 2017 to 2018

In his presentation to the City Council, Chris Tatham of ETC institute will highlight several significant changes that occurred from the 2017 to 2018 citizen satisfaction survey. Staff have prepared the following analysis of the most significant changes observed with selected questions:

NOTABLE INCREASE IN SATISFACTION

Wastewater

- **Odor from City Wastewater Treatment Centers (65% in 2017 to 70% in 2018)**

Due to the proximity of many residents to the Harold Street Wastewater Treatment Facility, minimizing odor as well as informing residents when there may be temporary increases in odor is extremely important to the City's communication efforts as well as the quality of life of residents. In the last five years, the City has seen survey scores increase an average of almost 1% for each quarter surveyed. These increases in satisfaction are likely due to continual communication over periods of temporary odor increases with residents on social media platforms such as Nextdoor, as well as recent rehabilitation projects at the Harold Street Wastewater Treatment Facility that have reduced odor in neighboring areas. The facility now utilizes three methods of odor control, and the technologies are highlighted on tours for the Olathe School District, Johnson County Community College, and other organizations.

- **Overall Quality of the City's Wastewater System (78% in 2017 to 83% in 2018)**

Citizen satisfaction with Olathe's wastewater system has risen in every survey in 2018. At 83%, this measure also has the distinction of having no residents answer "Very Dissatisfied" with the service, and only 1% of residents answer "Dissatisfied". Olathe's citizen satisfaction with the quality of the wastewater system is in the top 5% in the nation, is 11% higher than the national average, and 13% higher than the Kansas City metro average.

Notable service and communication improvements to the wastewater system have been a rehabilitation project at the Harold Street Facility. Additionally, there have been strategic social media posts for Earth Day, World Toilet Day, and announcing the City's Gold Compliance awards from the National Association of Clean Water Agencies. Olathe Residents may also be satisfied with consistent rate increases (as seen by citizen satisfaction scores for wastewater fees consistently above the 50% target). This is counter to the City of Kansas City, Missouri, which has seen substantial wastewater fee increases due to a cleanup agreement with the EPA, as well as Johnson County Wastewater, which is seeing 7.75% annual fee increases in the next several years to pay for the new Tomahawk Creek Wastewater Treatment Plant.

Parks & Recreation

- **City Swimming Pools (79% in 2017 to 84% in 2018)**

Several factors may have contributed to the increased satisfaction with the City swimming pools. In 2018, a weekly deep clean of the four outdoor pools was implemented through a contracted cleaning company. Customer service staff received additional training, and the swim lesson student to instructor ratio was lowered. A deck attendant was scheduled on the first night of lessons to be available to answer parent questions. In addition, we saw consistent warm temperatures in June & July allowing for greater usage of the pools.

Major Categories of City Services

- **Overall Flow of Traffic and Congestion Management (60% in 2017 to 53% in 2018)**

Traffic flow and congestion management has been prioritized by residents as the top service that should receive the most emphasis over the next two years. The City has made several efforts to improve traffic flow and congestion. Although there have been some declines in transportation-related satisfaction measures recently, continual investment in the transportation network will pay dividends in the future. Some of the recent street projects continued further into the year which may have impacted satisfaction negatively. Some of these projects include:

-Parker/K-7, Santa Fe to Old 56 – Utility relocation impacted Parker for the relocation of KCP&L, AT&T, and Atmos infrastructure.

-151st and Mur-Len – Right turn lanes and additional left turn lanes were constructed at this intersection. Large stormwater structures beneath the pavement were also replaced resulting in disruptions to traffic.

-143rd Street, Pflumm to Quivira – Improved from a rural roadway to a roadway with a better vertical profile and center turn lane. Construction required Pflumm to be closed for a period to accommodate the needed grading and stormwater improvements.

Another important effort the City has undertaken is a pilot project that uses live traffic data along with timing optimization software to adjust traffic signal times. Since introduction of the pilot project, an average of 90 seconds has been shaved off the average travel time in both directions on Santa Fe.

Projects to be constructed this year to help reduce congestion include:

-Parker/K-7, Santa Fe to Old 56 – Additional turn lanes and medians will be added to improve traffic flow.

-119th & Pflumm – Adding right and additional left turn lanes in all directions.

-151st & Mur-Len – Completion of median and turn lane improvements.

-151st & Ridgeview – Addition of right turn lane and additional left turn lanes.

Staff continues to communicate with residents about pending construction projects (such as the Johnson County Courthouse) regarding disruptions and alternative routes. An area of concern for residents may also be about Olathe city limits. A resident experiencing frequent traffic or congestion issues on interstate or expressway roadways such as K-10 or I-35 may cause them to perceive them as an Olathe issue.

Transportation

- **Ease of North/South Travel (75% in 2017 to 69% in 2018)**

This measure was included in last year's significant changes as it rose from 68% in 2016 to 75%. One of the main reasons for that was the completion of I-35 reconstruction which reduced the amount of detouring traffic onto Olathe streets. The decline from 2017 to 2018 may be a result of residents becoming used to the "new normal".

Specific projects that may have impacted satisfaction include Parker/K-7, Santa Fe to Old 56 and 151st & Mur-Len. As seen through geographical analysis, much of the dissatisfaction in this measure was from residents around Parker and K-7 as well as throughout Black Bob Road. Upcoming projects such as additional turn lanes and medians on Parker/K7 to Old 56, 119th & Pflumm, 151st & Mur-Len, and 151st & Ridgeview should ease traffic and congestion in the long-term.

Perceptions of the City

- **Overall Quality of New Commercial Development (71% in 2017 to 66% in 2018)**

Over the last few years, citizen satisfaction with new commercial development has been trending downwards. There are several possible reasons for the annual decline in this measure:

-As Olathe continues to expand in population, new residents may have certain expectations for commercial development that is not being met. On the other side, long-time residents may feel the City is expanding too rapidly. Residents may also think that we have enough new commercial development, but it is not the right type of commercial development.

-While the Great Mall site development project will likely help satisfaction with new commercial development in the future, much of the news surrounding it in 2018 revolved around incentives for developers and competition with the City of Overland Park's own development project. Negative satisfaction for these reasons would indicate a short-term decrease, but then increase once residents began enjoying the completed development.

-New commercial development has periods of grading and land disturbance. Negative responses may be impacted by numerous areas of construction and unfinished projects, leading to negative satisfaction until the projects are completed.

- **Overall Value Received for City Tax Dollars and Fees (73% in 2017 to 68% in 2018)**

The City of Olathe monitors this measure closely as a key indicator for accessing the effectiveness of service delivery. This question is designed to help local governments objectively assess whether, or not, increased levels of satisfaction are being obtained at a price that is reasonable to residents. Olathe continues to set a high standard satisfaction within the delicate subject of tax dollar value received. In 2018 the City's score of 68% placed it within the top 10% of all cities for highest satisfaction. The City was 30% higher than the national average of 38% and 23% higher than the KC Metro average of 45%. This measure narrowly qualified as a significant change and has been stable with similar results seen from quarter to quarter in recent years.

The City continues to work closely with the City Council to be very transparent with its budgeting process, engaging citizens through social media platforms, with videos, and various in-person events (open house, workshops and presentations). Every year, the City's adopted budget book is fully available to view online in its entirety.

City Maintenance

- **Adequacy of City Street Lighting (79% in 2017 to 75% in 2018)**

Starting in 2015, the City of Olathe began converting City-owned high-pressure sodium street light fixtures into LED fixtures. In 2017, the project was expanded to include the newly purchased KCP&L lights, making the total lights to be replaced 7,264.

While LED fixtures provide light which is more reliable and consistent in appearance while using less energy, some individuals still prefer the warm glow of the high-pressure sodium street lights. Furthermore, the City has taken an approach to street light replacement as replacing high-pressure sodium lights if there is an outage or other repairs needed. This has led to some areas having a mix of LED lights and high-pressure sodium lights. Over time though, these areas will have less high-pressure sodium lights as they are continually replaced.

It is worth noting that, over the last three years, the trendline for this satisfaction measure has stayed relatively stable. Unless this measure continues to fall, the decrease in satisfaction should be considered more of an outlier than the norm. While falling from the previous year, the City of Olathe's satisfaction score is still in the top 10% in the nation, 14% higher than the Kansas City metro average, and 19% higher than the U.S. average.

Water Services

- **Informed about Water Disruptions (76% in 2017 to 70% in 2018)**

In 2017, this satisfaction measure saw an increase of 5% from 71% in 2016 to 76% in 2017. In the last three years, 76% has been the highest satisfaction result. While satisfaction has declined, the number of residents answering “Neutral” towards this measure has increasingly trended upwards. The amount of water distribution asset failures also increased from a five-year low in 2017, which indicates that more residents may be frustrated with the amount of water disruptions in 2018 compared to 2017.

Communication with residents regarding water disruptions continues to be a priority for the City, as it has been indicated that keeping residents informed about water disruptions is one of the most important water-related satisfaction measures when considering citizen perceptions towards “Services Provided by the City” and the “Value of Tax Dollars & Fees”. The City continues to extend information to residents through social media, including the neighborhood-based site Nextdoor. Currently, the City has 29,908 members on Nextdoor, representing 56,385 households. This is a total of 38% of homes, a 6% increase from last year, allowing staff to easily communicate with specific neighborhoods and residents when water service disruptions occur. Social media outreach has continued to increase in the last year with a 16% increase in Twitter followers, a 12% increase in Facebook “likes”, and a 7% increase in average monthly video views.

- **How Quickly Water Personnel Respond to Requests (72% in 2017 to 66% in 2018)**

A 6% decline in this measure is consistent with the 6% decline in citizen satisfaction of information about water disruptions due to the interrelatedness of the two measures. Water distribution asset failures have increased in 2018 compared to 2017, leading to more personnel responses and more opportunities for impacted residents being frustrated with the response time (or frustrated with the inconvenience of losing water service/pressure for a short period of time). Staff will begin surveying more residents after projects to gain feedback for improvement, as well as utilizing NotifyJoCo to alert residents and businesses of utility service impacts.

While this measure has fallen in 2018, the three-year trendline indicates that citizen satisfaction in this category is stable. Also, of the 34% of respondents who were not satisfied, only 3% were listed as dissatisfied as 31% were neither satisfied nor dissatisfied. This indicates that although satisfaction may be down in the short-term, dissatisfaction has stayed consistently low.

Ratings of the City

- **As a Place Where You Would Buy Your Next Home (89% in 2017 to 83% in 2018)**

In 2018, SmartAsset ranked Olathe as the number one city where millennials are buying homes. They stated that over 50% of millennial households living in Olathe own their homes, which is an increase of 5% from 2007. Many reasons could exist why the amount of Olathe residents that would buy their next home in Olathe has fallen from 2017. To determine those reasons as well as to correctly allocate resources and plan long-term, the City has been conducting a comprehensive housing study with Hanna:Keelan Associates. This study will evaluate existing housing in Olathe, as well as housing wants and needs. It will document housing trends and projections, target housing demands for all income levels, and provide recommendations and implementation programs through a five-year housing plan. The work from this study will ensure that the City can strive for a housing market that meets the needs of current and prospective residents.

Public Safety

- **Fire Related Education Programs (77% in 2017 to 72% in 2018)**

In 2018, the Fire Department reached 54,261 citizens through our public education and outreach activities. This is the most citizens reached in the past four years. When compared to 2017, the department has quadrupled the number of people trained in CPR. Furthermore, there were two additions to our public education curriculum. Remembering When and Milo and Moxie are programs geared towards the elderly and Spanish speaking children. These programs were added because of needs voiced by the community. Although the perception of Fire Related Education Programs is lower in 2018, the department has already taken proactive measures to ensure the quality of our programs meet the needs of the community we serve. Additionally, the department is exploring new programs to better serve low income and ESL families. Finally, our performance for this measure continues to exceed the KC metro and National averages made available by ETC.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Parks & Recreation

STAFF CONTACT: Renee Rush, Michael Meadors

SUBJECT: Discussion of the 2019 Downtown Outdoor Sculpture Exhibit

ITEM DESCRIPTION:

Discussion of the 2019 Downtown Outdoor Sculpture Exhibit

SUMMARY:

In its 15th year, the Downtown Outdoor Sculpture Exhibit (DOSE) program provides the community a unique outdoor sculpture display, which exhibits a collection of sculptures, introducing a variety of artistic approaches.

17 artists submitted a total of 36 sculptures for consideration. The entries were reviewed and selected by members of the Olathe Public Art Committee. Members in attendance at the meeting were Chelsy Walker, Cristina Walker, and Whitney Williamson. City staff reviewed the pieces and provided recommendations in regards to site selection, considering size, traffic and public safety concerns. The committee selected eight new sculptures. In addition, one sculpture from the 2018 exhibit was leased for two years and will remain in 2019.

The nine sculptures recommended for the exhibit, which will be presented at the Council meeting are:

	<u>Artist</u>	<u>Title</u>
1.	Donald Horstman	Blooms
2.	Jacob Burmood	Billow
3.	Jim Gallucci	Divine Wind III
4.	Reven Swanson	Dancing Aspens
5.	Jodie Bliss	Fire Dancer
6.	Will Vannerson	Borbor 6.1
7.	Ben Pierce	Here Comes The Sun
8.	Joe Sackett	Milonga
9.	Ray Katz	Bridgeport (renewal from 2018)

The sculptures will be located throughout downtown Olathe for a period of one to two years. It is necessary for the site selection process to be flexible, as location adjustments may be required once the sculptures arrive.

FINANCIAL IMPACT:

The total budget for the Downtown Outdoor Sculpture Exhibit is \$15,000 which covers all expenses associated with the program.

MEETING DATE: 2/19/2019

ACTION NEEDED:

The authorization for the approval of the 2019 sculpture exhibit selections will appear on the March 5, 2019 agenda.

ATTACHMENT(S):

Attachment A: 2019 Downtown Outdoor Sculpture Exhibit- City Council

2019 Downtown Outdoor Sculpture Exhibit



Blooms

Stainless Steel

7.5' x 3' x 3.6' , 75lbs.

Calamity Line

Donald Horstman
Fenton, MO



Billow

Cold-Cast Aluminum Steel
10.5' x 3.5' x 6.5' , 250lbs.

Jacob Burmood
Ottawa, KS

Parking Garage – 128 S Cherry



Divine Wind III

Stainless steel
10' x 13' x 5' , 1500lbs.

Jim Gallucci
Greensboro, NC

Northgate



Dancing Aspens

Kinetic Steel, Powder Coat and Painted Enamel
415' x 7' x 7' (3), 150lbs. Each

Reven Swanson
Denver, CO

Civic Center - SE



Fire Dancer

Hand Forged Steel

8.6' x 2.6' x 1.2' , 250lbs.

Civic Center - SW

Jodie Bliss
Monument, CO



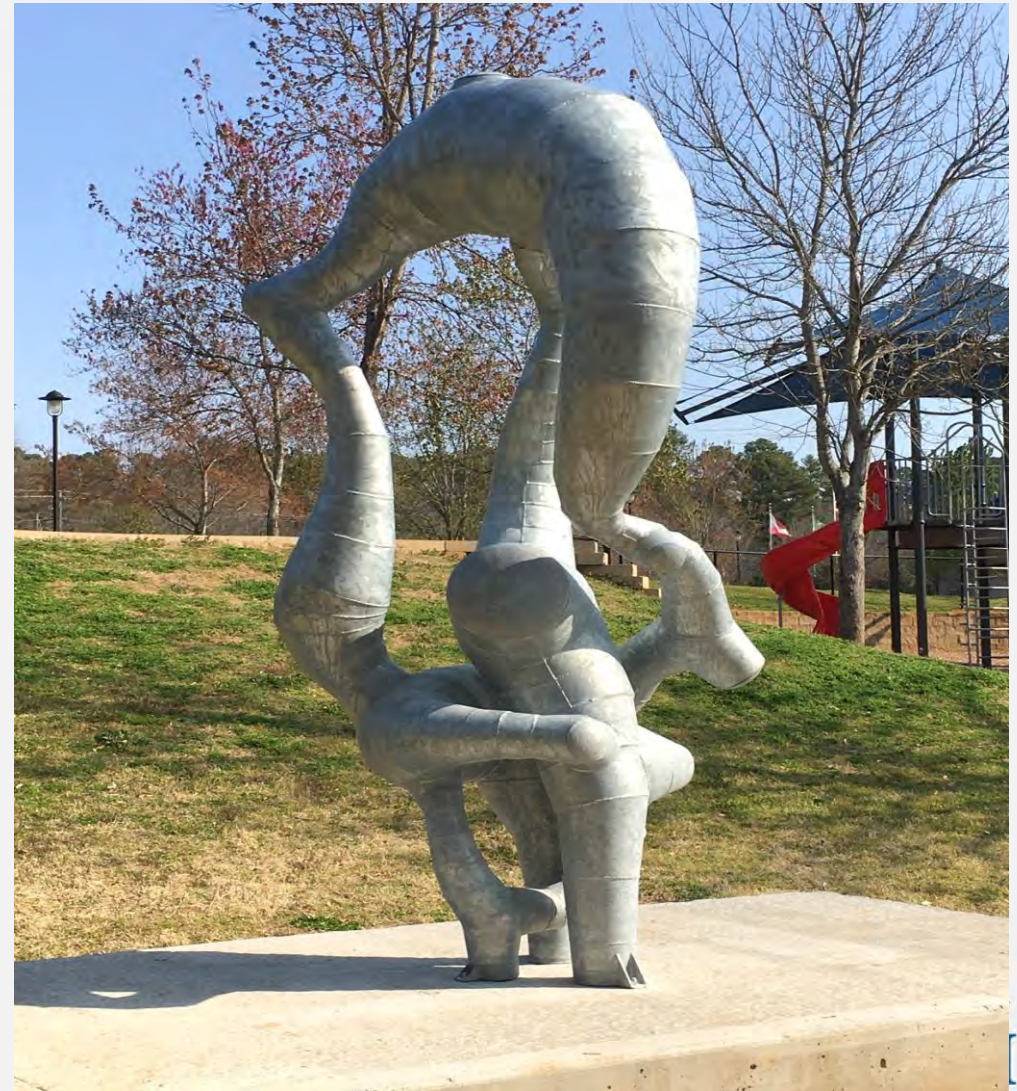
Borbor 6.1

Galvanized Steel

7.6' x 4.2' x 4.2' , 175lbs.

Parking Garage – 128 S Cherry

Will Vannerson
Kansas City, MO



Here Comes The Sun

Powder Coated Steel
6.6' x 3' x 3' , 250lbs.

Stagecoach Park

Ben Pierce
Cape Girardeau, MO



Milonga

Painted Steel

6.10' x 2.1' x 1' , 250lbs.

Inside City Hall

Joe Sackett
Albuquerque, NM



Draped Form

Cold-Cast Aluminum
12' x 6' x 5' , 600lbs.

Jacob Burmood
Ottawa, KS

Alternate Selection



2018 Sculpture for 2019 Renewal

Bridgeport

Painted Steel

16' x 8' x 4', 500 lbs

West side of Northgate

Ray Katz
Pontiac, MI





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/19/2019

DEPARTMENT: Communications and Customer Service
STAFF CONTACT: Tim Danneberg
SUBJECT: Discussion of Federal Legislative Agenda

ITEM DESCRIPTION:
Discussion of Federal Legislative Agenda

SUMMARY:

The draft 2019 Federal Legislative Priority statement again provides a policy level filter for assessing and advocating for/against federal legislative initiatives. The priorities were established based input from departments, organizations such as MARC and NLC as well as guidance from Congressional staff. It follows the Council practice of focusing on City specific issues.

The draft includes discussion of federal funding assistance for expansion of the 119th/I-35 interchange, and that issue will be a primary focus of our March visit to Washington, DC in March.

The 2019 draft has several changes including: sharing information about the staggering and growing costs the City faces in addressing lack of treatment for mental health, the importance of returning Land and Water Conservation Fund revenue back to state and local governments and the issue of small cell wireless deployment's impact on local infrastructure.

Again, this year we ask our federal delegation to remain vigilant in monitoring the reasonableness of federal environmental issues, including water quality issues. It addresses unreasonable financial burdens created by issues such as eliminating or reducing tax exemption for municipal bonds. Other key standing issues include forcing local governments to recognize collective bargaining, federal mandates and preserving local control.

Per Council direction, the draft agenda is in a red-lined mark up format to make it easier to identify changes from the previous year.

FINANCIAL IMPACT:
None

ACTION NEEDED:
Review the proposed platform and provide direction for any changes or additions.

ATTACHMENT(S):
Draft 2019 Federal Legislative Agenda



**DRAFT
FEDERAL ISSUES OF INTEREST TO
THE CITY OF OLATHE, KANSAS
February 19, 2019**

Overview:

The City of Olathe truly values the strong working relationship and open lines of communication with our Congressional delegation. We recognize our successful partnership serving Olathe taxpayers and we are committed to their best interest.

The city applauds our delegation's understanding of our priorities and efforts to support them. Again this year, they are based on fundamental themes.

The first is ensuring that any funding cuts, including grants that support a federally mandated program or project, include elimination of the accompanying mandate. If not, they are not spending cuts but a cost pass-through to local taxpayers.

The second tenet applies to truly defining a spending cut or federal revenue enhancement. Hijacking other revenue or accounts such as the Asset Forfeiture Program to address the deficit is not a cut. It is simply a transfer of monies established and collected for one important program to fill a gap in another. The same concern applies to enhancing federal revenue by **taxing to local bonds**. Ultimately, taxpayers will bear the brunt of the cost at a different level, and it could have a significant impact on local governments' ability to fund infrastructure projects and promote economic growth.

The city believes local voter and local taxpayer voices should not be muted by taking local decisions out of their control. Concerns about adding environmental regulation with no measureable return and significant costs are a key example.

The city has effectively invested federal infrastructure dollars to generate economic development, job creation and investment in Kansas. This federal assistance along with significant local investment has directly led to thousands of jobs and hundreds of millions of dollars in investment. Once such project, the I-35 and 119th Street interchange has had enormous return. However, additional growth in Olathe and surrounding area has led to that interchange exceeding capacity. The city is seeking federal assistance to enlarge the interchange to accommodate and allow for additional growth in Kansas.

Transportation

- The City applauds Congress's efforts to fund our national transportation system and recognizes this is a prudent and wise investment. The City has concerns, however, about funding for an interchange within local jurisdictions. These infrastructure projects are not only essential for traffic management, but also for economic development and growth in Kansas. Moving forward, the City hopes a sustainable and stable funding source will be identified and implemented.
- The City supports continued funding of the Fixing America's Surface Transportation Act, of FAST
- The City support efforts to increase federal investment in infrastructure with reasonable and responsible funding mechanisms.
- The City supports retaining funding for FTA 5310. The City uses this funding to support the Olathe Taxi Coupon Program. The City believes consideration should be given to adjusting the allocation program to create competitive grants for metropolitan agencies rather than allocating all funding through the Kansas City Area Transportation Authority.

Project Funding Request:

- 119th/I-35 Expansion (See Attached)

Labor and Employment

- Believing that the state and federal governments should not intervene in local government employee relations, **the City strongly opposes legislation granting special employment rights to public safety personnel, namely collective bargaining.**
- **The City opposes extension of OSHA regulations** to local government. The City already has federal, insurance industry, and self-imposed regulations and oversight of workplace safety.
- **The City supports legislation that would repeal the Davis-Bacon Act** applicable to construction projects assisted with federal funds. This Act raises construction costs on public projects and adds administrative burden. As an alternative, the City would support legislation that increases the \$2,000 threshold for the Act.

Federal Budget & Tax Legislation

- The City recognizes the unique economic situation facing our nation. Within this environment, **the City supports a federal budget plan that does not disproportionately target municipal assistance programs** for reduction, including community development block grants. If municipal assistance funding is cut, the City asks the Delegation to support reduction in federal mandates and their associated costs that are equal to or greater than the funding cut.
- Tax exempt status for municipal bonds saves taxpayers millions of dollars in Kansas, and any effort to change that status will directly cost them. **The City opposes efforts to increase taxpayer costs of bond issuance with little to no real cost savings for taxpayers.**
- ~~Nearly 60% of the City's operations fund is supported by sales taxes. With the passage of a destination sourcing program in Kansas, outlying economic centers such as Olathe are being adversely impacted. The point-of-sale legislation was passed by the state legislature with an eye toward capturing sales of remote goods and services over the Internet. Though the City has opposed the implementation of point-of-sale taxation, it does increase the need for the City to capture remote internet sales to offset our current losses. With that in mind, the City continues to support efforts to treat remote sales similar to on-sight sales in terms of applying sales tax.~~

Takings Legislation

- **The City opposes the passage of takings legislation** that would restrict local government's ability to exercise zoning and land use authority in the public interest. Takings legislation directly attacks the primacy of local officials in land use matters. The City believes current federal constitutional limitations on the regulatory powers of state and local governments are sufficient to protect private property interests.

Public Safety

- The City of Olathe's police and fire departments are responsible for administering and/or assisting in a multitude of federal programs. In addition, each department is tasked to enforce a number of federal laws and regulations. To fulfill those charges as well as their many traditional public safety duties, the departments take advantage of a number of federal programs and initiatives.
 - **FIRE ACT** programs provide direct funding to local fire and EMS departments for training, education, and specialized equipment.
 - **Staffing for Adequate Fire and Emergency Response Act (SAFER)** assists local fire departments in meeting adequate staffing levels.

- **Local Law Enforcement Block Grant (LLEBG)** enables cities to improve public safety services under the previous allocation formulas.
- **BJA Edward Byrne Grant** provides for police equipment that cannot be obtained through local revenues.
- **BJA Ballistic Vest Program (BVP)** supports replacement of police vests.
- **Community Oriented Policing Services (COPS)** program supports community policing efforts and additional transitional funding to help communities absorb the long-term cost of COPS funded officers and programs.
The City supports re-evaluating new formulas that have redirected money to other areas.

- **The City believes the federal government should honor its commitment to the Asset Forfeiture Program.** The program uses a portion of seized assets to reimburse local law enforcement agencies costs from partnering with federal agencies. As part of the 2015 budget, revenue in that fund was hijacked, and the city is unaware of any plan to restore that funding. The City of Olathe currently has \$871, 858.76 in reimbursement pending. The City believes this partnership is critical to federal law enforcement. However, local governments cannot afford to participate without financial reimbursement.
- **The City has concerns about federal immigration enforcement initiatives that require additional local enforcement without corresponding financial assistance.** The City supports meaningful immigration reform with strong consideration and inclusion of local interests and impacts.
- The City calls on the federal government to recognize local governments as key players in homeland security. **The City supports the First Responder initiative that would provide direct homeland security funding to local governments.** The City supports efforts to ensure funds directed to states are filtered down to first responders and efforts to ensure funds for regional public safety interoperability, especially with regard to communications and information sharing.
- **The City supports maintaining smaller metropolitan areas such as Kansas City inclusion in the Urban Area Security Initiative.**
- While the City does not have specific programs providing care for those with mental health challenges and typically does not advocate for programs outside its scope of services, the lack of adequate mental health treatment at the state and county level is creating an ever-growing unfunded mandate for local governments such as Olathe. In large part due to this gap, the City incurs significant cost in time and resources confronting this challenge. The City

supports adequate federal funding to the appropriate levels of government as well as accountability for the use of those funds.

Housing and Community Development

- The City has a long history of participation in CDBG, ~~HOME~~, Section 8, Public Housing, and homeless programs that have a significant impact on our qualifying residents locally as well as those throughout the state. The majority of participants in the City's program are senior and/or disabled persons who cannot support themselves without assistance. In addition, the City funds its Taxi Coupon Program for seniors and/or the disabled using CDBG funds. The program is the only means available for transportation to employment, as well as necessary medical and other trips. The City partners with the federal government to maintain 130 housing units, and the City is not in a financial position to assume the costs for this federal program. **The City urges Congress to avoid elimination or disproportionate funding reduction for housing and community development programs.** The City supports responsible and reasonable funding levels of the CDBG program. With inflation and the increasing number of entitlement jurisdictions, CDBG set asides have resulted in smaller block grants.
- **The City is opposed to federal government disproportionate funding reductions for the Section 8 Voucher Program administration fees, ~~the HOME program~~, public housing operating funds, and capital improvement funding under public housing. Given previous funding reduction, inspection and certification requirements should be reduced for fixed income program participants.**
- ~~• The City has concerns about creating operating cost block grants for federal housing authorities. Those concerns are based on creating an additional level of bureaucracy and the associated cost.~~
- The City supports FY 2018 funding of at least \$19.3 million for the 49 authorized National Heritage Areas, including Freedom's Frontier. For more than thirty years, National Heritage Areas have developed unique private-public partnerships to protect, preserve and promote unique landscapes and American stories. This funding has been invaluable to sites in Kansas, including Olathe's Mahaffie Stagecoach stop and farm.

Environment

- The City applauds our Congressional delegations for its assistance in addressing the recent EPA interpretation of the Clean Water Act regarding secondary treatment of influent. As originally proposed, local water and sewer

utilities would be required to treat water that already meets or exceeds EPA guidelines, and the cost for Olathe will run in the millions of dollars. The City truly appreciates the delegation's willingness to remain engaged in this critical issue.

- **The City opposes any EPA mandates and/or actions impacting local governments that result in significant cost with little to no measurable return on the investment and/or true positive environmental impact.**
- In order for governments at all levels to be sustainable, they must invest in the enhancement and upkeep of water and wastewater infrastructure. Doing otherwise will create an incredibly dangerous financial situation. To address a significant gap between public funding and capital needs to meet environmental standards, **the City supports efforts to ensure the federal financial commitment to water and wastewater infrastructure.** These funds are allocated to states to capitalize state administered grants and revolving loan programs.
- As a municipality with an integrated solid waste management system with strong interest in waste diversion through recycling, **the City would support recycling market development for e-waste**; however, the City opposes legislation to ban landfill disposal of e-waste as an additional unfunded mandate.
- **The City supports the practice of wet-weather blending** as a sound, effective and reasonable method of managing peak effluent flows during extreme wet weathers. The City supports legislative efforts to ensure this practice of blending primary treated wastewater effluent with wastewater effluent that has received biological treatment continues to be available to wastewater treatment utilities.
- **To address the source water protection challenges facing drinking water suppliers, the City opposes the elimination of programs that provide federal financial assistance to afford urban and urbanizing communities the resources to engage in source water protection efforts** for drinking water supplies.
- The City supports continuation of full funding of the Land and Water Conservation fund for state and local entities. The City is concerned about vast majority of this funding has been redirected to federal projects to the detriment of state and local governments.

Telecommunications

- **The City supports the widespread deployment of high speed, or broadband information services** in a manner that does not preempt existing

local government authority to regulate cable television or telecommunications entities.

- **The City opposes any efforts under E-911 that would preempt local zoning authority over the siting of wireless facilities.**
- **The City opposes efforts to undermine local taxpayer control of right-of-way and above ground infrastructure that includes small cell wireless deployment.**

OLATHE CITY COUNCIL

Michael Copeland, Mayor

(913) 971-8500

mcopeland@olatheks.org

Jim Randall, Ward 2 and Mayor Pro Tem

(913) 424-3999

jrandall@olatheks.org

John Bacon, At Large

(913) 269-6305

jbacon@olatheks.org

Karin Brownlee, At Large

(913) 484-3255

kbrownlee@olatheks.org

Larry Campbell, Ward 1

(913) 488-7278

lcampbell@olatheks.org

Wes McCoy, Ward 3

(913) 269-1035

rwmccoy@olatheks.org

Marge Vogt, Ward 4

(913) 269-0625

mvogt@olatheks.org

**CITY OF OLATHE
MANAGEMENT TEAM 2015**

Michael Wilkes City Manager	(913) 971-8701
Susan Sherman Assistant City Manager	(913) 971-8702
Tim Danneberg Director, Communication and Customer Services	(913) 971-8609
Dianna Wright Director, Resource Management	(913) 971-8680
Shawn Whitecomb Mike Sirna 6669 Director, ITS Chief Information Officer	———— (913) 971-
Ron Shaver City Attorney	(913) 971-8938
Mary Jaeger Director, Public Works	(913) 971-9029
Steve Menke Police Chief	(913) 971-6710
Jeff DeGraffenreid Fire Chief	(913) 971-7910
Michael Meadors Director, Parks and Recreation	(913) 971-8628
Emily Baker Library Director	(913) 971-6880
Kristi Orbin Courts Administrator	(913) 971-7715