



---

**COUNCIL/PLANNING COMMISSION AGENDA TRAINING &  
PRESENTATION OF NEW AGENDA MANAGEMENT SYSTEM (5:30 PM -  
6:30 PM - CITY OF GOVERNORS)**

- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION - 6:40 PM**

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

- A.** 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

- 3. RECONVENE FROM EXECUTIVE SESSION**
- 4. BEGIN TELEVISED SESSION – 7:00 P. M.**
- 5. PLEDGE OF ALLEGIANCE**
- 6. SPECIAL BUSINESS**

- A.** Presentation of Kansas City Corporate Challenge Mayor's Cup to Garmin  
**Staff Contact:** Liz Ruback
- B.** Proclamation acknowledging Seven Days Week  
**Staff Contact:** Liz Ruback
- C.** Consideration of Resolution No. 19-1026 appointing members to the Parks and Recreation Leadership Board and Board of Trustees of the Olathe Parks and Recreation Foundation.  
**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 March 19, 2019.  
**Staff Contact:** Dianna Wright and David Bryant
- B. Consideration of a new drinking establishment license for Chipotle Mexican Grill, located at 197 N. Parker.  
**Staff Contact:** Dianna Wright and Brenda Long
- C. Consideration of a drinking establishment renewal for WFM, Kansas LLC, d/b/a Whole Foods, located at 14615 W. 119th Street.  
**Staff Contact:** Dianna Wright and Brenda Long
- D. Consideration of new cereal malt beverage license application for calendar year 2019 for Flagship Development, LLC d/b/a Mini Mart located at 1807 E. 123rd Terr.  
**Staff Contact:** Dianna Wright and Brenda Long
- E. Consideration of a pawnbroker/precious metal dealer license application for Heartland Pawnbrokers LLC, located at 395 N Ridgeview.  
**Staff Contact:** Dianna Wright and Brenda Long
- F. Consideration of authorization for the City Manager, Michael Wilkes to attend the 2019 TLG Conference in Reno NV, April 8 - 12, 2019.  
**Staff Contact:** Liz Ruback
- G. Consideration of business expense statements for Mayor Copeland and Council Members Jim Randall and Wes McCoy for expenses incurred to attend the National League of Cities Congressional Cities Conference in Washington, D.C., March 8 - 13, 2019.  
**Staff Contact:** Liz Ruback

- 
- H. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Kiddi Kollege South (FP19-0002) containing 1 commercial lot and no tracts on 2.3± acres; located at the southeast corner of the intersection of W. 167th Street and the future Britton Street. Planning Commission recommends approval 7-0.  
**Staff Contact:** Aimee Nassif and Zach Moore
- I. Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the Parker Terrace Improvements Project, PN 3-R-002-19.  
**Staff Contact:** Mary Jaeger and Beth Wright
- J. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Donelson Construction Company, LLC for construction of the 2019 MAQS Micro Surface Project, PN 3-P-007-19.  
**Staff Contact:** Mary Jaeger and Beth Wright
- K. Consideration of Agreement No. 10-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.  
**Staff Contact:** Mary Jaeger and Beth Wright
- L. Consideration of Supplemental Agreement No. 3 with HDR Engineering, Inc. for design of the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.  
**Staff Contact:** Mary Jaeger and Beth Wright
- M. Consideration of a Professional Services Agreement with TREKK Design Group, LLC for flow monitoring for the Indian Creek Sanitary Sewer Master Plan Update Project, PN 1-C-008-19.  
**Staff Contact:** Mary Jaeger and Beth Wright
- N. Acceptance of bid and consideration of award of contract to Kansas Golf and Turf, Inc. for the replacement of one (1) and the purchase of one (1) wide area mowers for the Parks & Recreation Department.  
**Staff Contact:** Michael Meadors and Amy Tharnish
- O. Acceptance of bid and consideration of award of contract to Morigde Manufacturing, Inc. for the replacement of four (4) zero turn mowers for the Parks & Recreation Department.  
**Staff Contact:** Michael Meadors and Amy Tharnish
-

- P.** Acceptance of bid and consideration of award of contract to INSCO Industries for the painting of fire hydrants for the Field Operations Division of Public Works.  
**Staff Contact:** Mary Jaeger and Amy Tharnish
- Q.** Acceptance of bid and consideration of award of contract to Crossland Heavy Contractors, Inc for construction of the Black Bob Pump Station Generator Replacement, PN 5-C-040-18.  
**Staff Contact:** Mary Jaeger, Alan Shorthouse and Amy Tharnish
- R.** Acceptance of bids and consideration of award of contracts to Olathe Ford, Shawnee Mission Ford, Landmark Dodge Chrysler Jeep, Summit Trucks, and MHC Trucks for the replacement and purchase of vehicles for 2019 for the City's fleet.  
**Staff Contact:** Michael Meadors, Mary Jaeger, Jeff DeGraffenreid, Susan Sherman and Amy Tharnish
- S.** Acceptance of bid and consideration of award of contract to All Access Equipment, Inc. for the replacement of one (1) compact mini lift for the Parks & Recreation Department.  
**Staff Contact:** Michael Meadors and Amy Tharnish

## **8. NEW BUSINESS-ADMINISTRATION**

- A.** Consideration of Ordinance No. 19-11 and Resolution No. 19-1027 authorizing the issuance, delivery, form and details of approximately \$17,760,000 principal amount of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019.  
**Staff Contact:** Dianna Wright, Mary Jaeger and Amy Tharnish

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**

### **A. DISCUSSION ITEMS**



1. Discussion regarding proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes relating to building, residential, existing buildings, plumbing, mechanical, fuel gas, electrical, energy conservation, swimming pool, property maintenance and fire codes. (45 min)  
**Staff Contact:** Jeff DeGraffenreid and Mark Wassom
2. Discussion on the conceptual design for the Municipal Court Security Enhancements Project, PN 7-C-001-19. (20 min)  
**Staff Contact:** Mary Jaeger and Beth Wright

### **13. EXECUTIVE SESSION**

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

- 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 evaluation of the City Manager.

### **14. RECONVENE FROM EXECUTIVE SESSION**

### **15. ADDITIONAL ITEMS**

### **16. ADJOURNMENT**



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Presentation of Kansas City Corporate Challenge Mayor's Cup to Garmin

---

**ITEM DESCRIPTION:** Presentation of Kansas City Corporate Challenge Mayor's Cup to Garmin

---

**SUMMARY:** Olathe companies participating in the Kansas City Corporate Challenge have a trophy to compete for in addition to their medals - the Olathe Mayor's Cup. For the 10<sup>th</sup> year the Mayor's Cup is being awarded by Mayor Copeland to the highest performing Olathe company in the Kansas City Corporate Challenge. Olathe companies of all sizes are eligible to compete for the Mayor's Cup in their division.

The winner of the Mayor's Cup this year is Garmin and Haley Prophet will attend the City Council meeting to accept the trophy.

Kansas City area companies compete for the top finishes in a wide variety of sporting events in the Kansas City Corporate Challenge. The Mayor's Cup not only recognizes Olathe's top performer, but also celebrates the Kansas City Corporate Challenge and its mission to promote wellness, teamwork, and a spirit of cooperation and fun among employees in our community.

---

**FINANCIAL IMPACT:** N/A

---

---

**ACTION NEEDED:** Present Kansas City Corporate Challenge Mayor's Cup to Garmin.

---

---

**ATTACHMENT(S):** N/A

---

# PROCLAMATION

- WHEREAS,** Seven Days, Make A Ripple, Change The World is an annual event intended to help people overcome evil with acts of kindness; and
- WHEREAS,** the City of Olathe is dedicated to bringing neighbors together to build a community built on compassion and good will; and
- WHEREAS,** we join our Johnson County neighbors in the promise to never forget the memories of Dr. William Corporon, Reat Underwood and Terri LaManno; and
- WHEREAS,** we look forward to the opportunity to meet new neighbors, explore new cultures, and give back to our community each year during this week.

**NOW, THEREFORE,** I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim April 9<sup>th</sup> through 15<sup>th</sup>, 2019, as

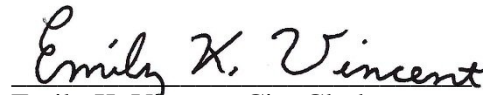
## SEVEN DAYS WEEK

and encourage all Olatheans to spend this time discovering commonalities with your neighbors, and to leave behind hatred, bigotry and ignorance.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this 2<sup>nd</sup> day of April, 2019.



Michael Copeland, Mayor



Emily K. Vincent, City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Consideration of Resolution No. 19-1026 appointing members to the Parks and Recreation Leadership Board and Board of Trustees of the Olathe Parks and Recreation Foundation

---

**ITEM DESCRIPTION:**

Consideration of Resolution No. 19-1026 appointing members to the Parks and Recreation Leadership Board and Board of Trustees of the Olathe Parks and Recreation Foundation

---

**SUMMARY:**

The attached resolution appointing members to the Parks and Recreation Leadership Board is submitted for consideration by the City Council. The following individuals are recommended:

|               |             |                   |
|---------------|-------------|-------------------|
| Jereme Foster | 4/19 - 4/22 | (new appointment) |
| Jimmy Adams   | 1/18 - 4/22 | (reappointment)   |
| Phil Arbuckle | 8/18 - 4/22 | (reappointment)   |

---

**FINANCIAL IMPACT:**

N/A

---

**ACTION NEEDED:**

Consider motion to adopt a resolution appointing members to the Parks and Recreation Leadership Board.

---

**ATTACHMENT(S):**

4-2-19 parks and rec appointments resolution

---

## RESOLUTION NO. 19-1026

A RESOLUTION APPOINTING MEMBERS TO THE PARKS AND RECREATION LEADERSHIP BOARD AND BOARD OF TRUSTEES OF THE OLATHE PARKS AND RECREATION FOUNDATION.

WHEREAS, the Parks and Recreation Leadership Board was created by Ordinance No. 01-18 establishing Chapter 2.40 of the Olathe Municipal Code; and

WHEREAS, Ordinance No. 03-05, adopted by the Governing Body on January 21, 2003, amended Sections 2.40.030 and 2.40.060 of the Olathe Municipal Code to increase the membership of the Leadership Board from seven (7) to nine (9) and make the Leadership Board the Board of Trustees of the Olathe Parks and Recreation Foundation; and

WHEREAS, the Board now consists of nine (9) members appointed for three (3) year staggered terms, including seven members selected from the community at large, one member selected to represent the youth of Olathe, and one member selected from the Olathe School District; and

WHEREAS, current members and terms of the Board are as follows:

| <u>Member</u>       | <u>Initial Appointment</u> | <u>Current Term</u> |
|---------------------|----------------------------|---------------------|
| Jimmy Adams         | 1/18                       | 1/18 - 3/19         |
| John Andrade        | 12/12                      | 3/18 - 3/21         |
| Valerie Bentley     | 4/15                       | 3/18 - 3/21         |
| Sara Bible (Vacant) | 1/18                       | 1/18 - 3/19         |
| Tim Brady           | 9/14                       | 3/18 - 3/21         |
| Neida Heusinkvelt   | 8/17                       | 3/18 - 3/21         |
| Phil Arbuckle       | 8/18                       | 8/18 - 3/19         |
| Weston Curnow       | 8/18                       | 8/18 - 3/20         |
| Greg Foss           | 8/18                       | 8/18 - 3/21         |

WHEREAS, the terms of Jimmy Adams, Sara Bible and Phil Arbuckle have expired; and

WHEREAS, Sara Bible has resigned from the Board; and

WHEREAS, the Governing Body finds that it is appropriate to appoint Jereme Foster to fill the vacancy created by this resignation; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Jimmy Adams and Phil Arbuckle for additional terms.

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

**RESOLUTION NO. 19-1026**

SECTION ONE: That appointments be made so that membership is comprised as follows:

| <u>Member</u>     | <u>Initial Appointment</u> | <u>Current Term</u> |
|-------------------|----------------------------|---------------------|
| Jimmy Adams       | 1/18                       | 1/18 – 4/22         |
| John Andrade      | 12/12                      | 3/18 - 3/21         |
| Valerie Bentley   | 4/15                       | 3/18 - 3/21         |
| Jereme Foster     | 4/19                       | 4/19 - 4/22         |
| Tim Brady         | 9/14                       | 3/18 - 3/21         |
| Neida Heusinkvelt | 8/17                       | 3/18 - 3/21         |
| Phil Arbuckle     | 8/18                       | 8/18 – 4/22         |
| Weston Curnow     | 8/18                       | 8/18 - 3/20         |
| Greg Foss         | 8/18                       | 8/18 - 3/21         |

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 2nd day of April, 2019.

SIGNED by the Mayor this this 2nd day of April, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**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 March 19, 2019.

---

**SUMMARY:**

Attached are the City Council meeting minutes of March 19, 2019 for Council consideration of approval.

---

**FINANCIAL IMPACT:**

None

---

**ACTION NEEDED:**

Approval of the City Council meeting minutes of March 19, 2019.

---

**ATTACHMENT(S):**

A. 03-19-19 Council Minutes.



---

An open house and tour of the City of Olathe Emergency Operations Center located on the Garden Level of City hall was held from 5:30 p.m. - 6:45 p.m.

**1. CALL TO ORDER**

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

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 Alyssa Klinzing, Miss Kansas USA 2019.  
Mayor Copeland presented a certificate of recognition to Ms. Klinzing.
- B.** Recognition of 2019 Olathe Civic Academy graduates.  
Mayor Copeland invited Assistant City Clerk and Civic Academy Coordinator Brenda Long to the podium to introduce the 2019 class. Mr. Copeland presented class graduates Brett Balkenbush, Barbara Carter, Katelyn Clark, Stacy Cope, Clayton Duffin, Jeffery Eppler, Michelle Graham, Joseph Graham, Terry Harrison, Jeffery Hayes, Roger Hobbs, Dana Hobbs, Dee Hudgens, Stephanie James, John McCauley, Ricki McCauley, Nikki McDonald, Dustin Morris, Doug Mounday, Ronnita Paul, Kathy Paul, Claire Reagan, Harvey Reinblatt, Barbara Siefken, Jaskaran Singh, Twila Smith, Tom Smith, Mary Wirtz, Patrick Wirtz and Jane Zaccardi with recognition certificates.

**5. PUBLIC HEARINGS**



**A. Consideration of a public hearing regarding the establishment of a tax increment financing redevelopment district located at the northwest corner of 151st Street and Harrison Street.**

Administrative Services Officer Emily Vincent gave a brief presentation of the project.

Mayor Copeland opened the public hearing.

Adam Mickelson, 12381 S. Race Street, Olathe stated he does not oppose development in this area or any form of help from the City, but he does oppose the level of funding with \$100 million of taxpayer dollars.

Paul Hirth, 1852 W. Fredrickson Circle, Olathe stated he has seen a number of government projects run into problems and cited Community America Ballpark, Power and Light District and Zona Rosa. Mr. Hirth asked if there is a safety net should the development not work out as expected as well as who is responsible for the bonds, interest and everything else associated with the package. Mr. Hirth asked if someone could get back to him with an answer to his question.

Hearing no other public comments Mayor Copeland entertained a motion to close the public hearing.

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

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

**Absent:** Vogt

**6. CONSENT AGENDA**

**Approval of the Consent Agenda**

Motion by Council Member Randall, seconded by Council Member Bacon, to approve the Consent Agenda. The motion carried by the following vote:

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

**Absent:** Vogt

- A.** Consideration of approval of the City Council meeting minutes of March 5, 2019.  
Approved.

- B.** Consideration of new cereal malt beverage license applications for calendar year 2019 for Aldi #95, located at 15290 W. 119th Street and Aldi #94, located at 20250 W. 154th Street.  
Approved.
- C.** Consideration of business expense statement for City Manager Michael Wilkes for expenses incurred to attend the NLC Conference in DC March 9-12, 2019.  
Approved.
- D.** Consideration of ratifying an Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library for automated circulation, patron and bibliographic services.  
Approved.
- E.** Consideration of Consent Calendar.  
Approved.
- F.** Consideration of an Agreement with Turner Construction for construction management services for the Fire Station #8 Improvements Project, PN 6-C-009-18.  
Approved.
- G.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Freeman Concrete Construction, LLC for construction of the Wabash Street Improvements Project, PN 3-R-003-19.  
Approved.
- H.** Acceptance of bid and consideration of award of contract to Roberts Chevrolet for the replacement of nine (9) SUV's for 2019 for the Olathe Police & Fire Departments.  
Approved.
- I.** Acceptance of bid and consideration of award of contract to Ennis-Flint, Inc. for traffic marking paint for the Traffic Division of Public Works .  
Approved.
- J.** Consideration of contract renewal to Hydro-Klean, LLC for Specialty Tank Cleaning and Inspection Services for the Environmental Services Division of Public Works.  
Approved.
- K.** Acceptance of renewal of contract to Stericycle Environmental Solutions for household hazardous waste disposal.  
Approved.
- L.** Acceptance of renewal of contract to K & W Underground, Inc. for directional drilling services for the Field Operations Division of Public Works.

Approved.

- M.** Acceptance of bids and consideration of award of contracts to Gades Sales Company, Inc., Electronic Technology, Inc., Traffic Control Corporation and Traffic Signal Controls, Inc. for the purchase of traffic signal supplies for the Traffic Operations Division of Public Works.

Approved.

- \*N.** Consideration of a new drinking establishment license for RCBC, LLC. at 1062 W. Santa Fe.

Approved.

## **7. NEW BUSINESS-PUBLIC WORKS**

- A.** Consideration of Ordinance No. 19-10 authorizing payment by the City Treasurer of an eminent domain award and court appointed appraisers' fees in the eminent domain case of The City of Olathe, Kansas vs. Wal-Mart Real Estate Business Trust, et al., Case No. 18CV06665 for the Stag's Ridge Project, PN 7-C-047-18.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 19-10. The motion carried by the following vote:

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

**Absent:** Vogt

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

Governing Body members recognized Police Chief Menke on his upcoming retirement and thanked him for his many years of service.

Councilmember McCoy stated the open house this evening showcasing our new emergency operations center is very impressive.

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

## **10. GENERAL ISSUES AND CONCERNS OF CITIZENS**

Emily Martin, 17630 W. 113 Street, Olathe spoke about the importance of theatre in our community.

Robynn Andracsek, 11526 S. Roundtree Street, Olathe, spoke in support of placing a non-discrimination ordinance on the agenda that addresses LGBTQ issues.

Irene Schmidt, 12230 S. Albervan Street, Olathe spoke about an ongoing nuisance with her neighbors barking dog and the City noise ordinance.

Carolyn Finken-Dove, 610 N. Persimmon Drive, Olathe advocated for a non-discrimination ordinance on the agenda.

Jorge Santana, 15954 S. Mur-Len Road, No. 163, Olathe, spoke in support of the LGBTQ non-discrimination ordinance.

## **11. CONVENE FOR PLANNING SESSION**

### **A. DISCUSSION ITEMS**

#### **1. Discussion regarding Proposed Amendments to Chapter 18.40 of the Unified Development Ordinance (UDO18-0002 A).**

Chief Planning and Development Officer Aimee Nassif completed a presentation concerning proposed amendments to Chapter 18.40 of the Unified Development Ordinance (UDO 18-0002(A)).

Harold Phelps, Phelps Engineering, Inc., 1270 N. Winchester Street, Olathe asked the following concerns be addressed more specifically concerning the UDO amendments. The first is the preliminary plat expiration after two years, which they typically have not been held too. Mr. Phelps stated developers have never had an issue with this and he felt there is a certain vesting right and an assumption is made that once started they could continue with the project. In many cities it is considered a vested right to continue with subsequent phases. Mr. Phelps stated the other item of concern is making the time frame consistent. Mr. Phelps thought the preliminary plat and preliminary plan should both be five years and the final plans and final plats should be two years.

Councilmember Campbell asked Mr. Phelps to provide them with what he specifically just said and suggestions.

Councilmember Brownlee asked Mr. Phelps if he thought he could make this work.

Mr. Phelps stated he thought it could with modifications. Mr. Phelps stated a two year period is a pretty short window and the main concern.

Travis Schram, President of Grata Development, 11282 S. Belmont Street, Olathe expressed his concerns over tighter time frames, staff request for more time consuming touchpoints and commencement of construction, which as a developer is outside of their control.

Mayor Copeland asked Ms. Nassif to provide a response to the concerns brought up.

**2. Discussion on the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.**

Senior Building Design Project Manager Chad Foster completed a presentation for the Park Maintenance Facilities improvements project.

Councilmembers asked staff to provide additional building and costs figures for the project.

**3. Fire Department Activities & Initiatives.**

Fire Analyst Jarrod Stewart completed a presentation on the Fire Department activities and initiatives.

**12. EXECUTIVE SESSION - 9:20 p.m.**

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

- A.** 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)
- B.** To discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the evaluation of the City Manager. (City Council)

Motion by Randall, seconded by Bacon, to recess into an executive session to discuss 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 and to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the evaluation of the City Manager for 45 minutes. The motion carried by the following vote:

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

**Absent:** Vogt

At 10:05 p.m. there was a motion by Bacon, seconded by Brownlee, to extend the executive session an additional 15 minutes. The motion carried by the following vote:

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

**Absent:** Vogt

At 10:20 p.m. there was a motion by Bacon, seconded by Brownlee, to extend the executive session an additional 15 minutes. The motion carried by the following vote:

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

**Absent:** Vogt

### **13. RECONVENE FROM EXECUTIVE SESSION**

The meeting reconvened at 10:35 p.m.

Executive Session Item A - Motion by Randall, seconded by Bacon to proceed with the strategies as discussed in executive session. Motion passed 6-0

Executive Session Item B - Mayor Copeland stated the City Council is extraordinarily pleased with City Manager Wilke's 2018 performance in leading the organization and thanked him for his service.

### **14. ADDITIONAL ITEMS**

Councilmember McCoy praised staff concerning the pothole hotline that citizens may use to report potholes in the City.

Councilmember Campbell thanked Public Works Director Mary Jaeger for her quick responses to his requests for additional information.

### **15. ADJOURNMENT**

The meeting adjourned at 10:44 p.m.

David F. Bryant III, MMC  
Deputy City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Brenda Long

**SUBJECT:** Consideration of a new drinking establishment license for Chipotle Mexican Grill, located at 197 N. Parker.

---

**ITEM DESCRIPTION:**

Consideration of a new drinking establishment license for Chipotle Mexican Grill, located at 197 N. Parker.

---

**SUMMARY:**

The application for the business noted below has been submitted for a drinking establishment license in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The application is available in the City Clerk's office for review.

- Chipotle Mexican Grill

197 N. Parker

Olathe, KS 66061

---

**FINANCIAL IMPACT:**

The license fees as established in Title 7 of the Olathe Municipal Code in the amount of \$500.00 for drinking establishments has been collected for the license application.

---

**ACTION NEEDED:**

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

---

**ATTACHMENT(S):**

- A. Staff Recommendations

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Wednesday, March 20, 2019 10:39 AM  
**To:** Rachelle Breckenridge  
**Subject:** FW: DEL - Chipotle N Parker 3-12-19  
**Attachments:** DEL - Chipotle N Parker.pdf

| Tracking: | Recipient             | Response                    |
|-----------|-----------------------|-----------------------------|
|           | Rachelle Breckenridge | Approve: 3/20/2019 10:59 AM |

I have all the approvals for this application.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



---

**From:** Brenda Long  
**Sent:** Tuesday, March 12, 2019 1:41 PM  
**To:** Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>  
**Subject:** DEL - Chipotle N Parker 3-12-19

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, March 19.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**





## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, March 12, 2019 1:41 PM  
**To:** Benjamin Laxton; Curtis Bowman; GIS Shared; Rachelle Breckenridge  
**Subject:** DEL - Chipotle N Parker 3-12-19  
**Attachments:** DEL - Chipotle N Parker.pdf

| Tracking: | Recipient       | Response                   |
|-----------|-----------------|----------------------------|
|           | Benjamin Laxton | Approve: 3/19/2019 5:58 PM |
|           | Curtis Bowman   | Approve: 3/18/2019 1:02 PM |
|           | GIS Shared      | Approve: 3/13/2019 2:09 PM |

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, March 19.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



RECEIVED

MAR 08 2019

CITY OF OLATHE

CITY OF OLATHE  
CITY CLERK OFFICE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION **DPB III**

Date: March 4, 2019 Business Phone: \_\_\_\_\_

Name of Applicant: Chipotle Mexican Grill

Business Address of Applicant: 197 North Parker Olathe Kansas 66061  
City State Zip

E-mail Address of Applicant (optional): \_\_\_\_\_

Legal description of premises: attached Exhibit A-1

Owner of premises (if different than applicant): MDDS Development, LLC

Address of owner of premises: 17007 Marcy Street, Suite 2 Omaha, NE 68118  
City State Zip

Items required that must accompany this application:

- ✓ A. Site Plan: Attach a drawing of the premises showing the location in relation to other buildings, structures, parking areas, public or private streets, and sidewalks within 200 feet. The site plan should include the number of parking spaces, seating capacity and number of employees servicing the largest shift. *see attached email*
- ✓ B. Copy of Kansas Liquor License Application
- C. Copy of renewed State of Kansas drinking establishment license (May be submitted separately after issuance by the state)
- ✓ D. License Fee (\$500.00 – 2 year licensing period)

The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall be refunded for any reason.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS CORRECT AND TRUTHFUL.

Robert E. Duncan II  
Name of Applicant (Print Please)

[Signature]  
Signature

Attorney / Process Agent  
Title

State of Kansas

County of Shawnee

DiAnna Little  
Notary

Sworn and subscribed before me this

This 6<sup>th</sup> day of March, 2019

DIAnna Little SEAL  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 2-13-21



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Brenda Long

**SUBJECT:** Consideration of a drinking Establishment renewal for WFM, Kansas LLC, d/b/a Whole Foods, located at 14615 W. 119th Street.

---

**ITEM DESCRIPTION:**

Consideration of a drinking establishment renewal for WFM, Kansas LLC, d/b/a Whole Foods, located at 14615 W. 119th Street.

---

**SUMMARY:**

The application for the business noted below has been submitted for a drinking establishment license in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The application is available in the City Clerk's office for review.

- WFM, Kansas LLC

d/b/a Whole Foods

14615 W. 119<sup>th</sup> Street

Olathe, KS 66062

---

**FINANCIAL IMPACT:**

The license fees as established in Title 7 of the Olathe Municipal Code in the amount of \$500.00 for drinking establishments has been collected for the license application.

---

**ACTION NEEDED:**

Approve this application for a license as part of the consent agenda

---

**ATTACHMENT(S):**

A. Staff Recommendations

---

**From:** [Rachelle Breckenridge](#)  
**To:** [Brenda Long](#)  
**Subject:** RE: DEL - Renew Whole Foods 3-12-19  
**Date:** Wednesday, March 20, 2019 11:03:48 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

No voting tab.

Approved.

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:** Wednesday, March 20, 2019 10:37 AM  
**To:** Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>  
**Subject:** FW: DEL - Renew Whole Foods 3-12-19

We have all the approvals for Whole Foods application.

[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:** Benjamin Laxton  
**Sent:** Tuesday, March 19, 2019 5:57 PM  
**To:** Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>  
**Cc:** Marcia Cline <[MCline@OLATHEKS.ORG](mailto:MCline@OLATHEKS.ORG)>; Timothy Linot <[TALinot@OLATHEKS.ORG](mailto:TALinot@OLATHEKS.ORG)>  
**Subject:** Approve: DEL - Renew Whole Foods 3-12-19

Brenda,

The most recent inspection is dated **06/26/2018** and is less than one (1) year from today's date. However, this business has not been inspected this year and will require a new inspection for this



To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: March 12, 2019

Resource Management is in receipt of WFM Kansas, LLC (dba Lone Elm Tap Room) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for WFM Kansas, LLC (dba Lone Elm Tap Room), I hereby determine that the application meets the requirements as set forth by the above reference section.

Should you require any additional information please do not hesitate to let me know.

---

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, March 12, 2019 1:39 PM  
**To:** Benjamin Laxton; Curtis Bowman; David Bryant; Dianna Wright; GIS Shared; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL - Renew Whole Foods 3-12-19  
**Attachments:** DEL - Whole Foods.pdf

| Tracking: | Recipient             | Response                   |
|-----------|-----------------------|----------------------------|
|           | Benjamin Laxton       | Approve: 3/19/2019 5:57 PM |
|           | Curtis Bowman         | Approve: 3/18/2019 1:00 PM |
|           | Dianna Wright         |                            |
|           | GIS Shared            | Approve: 3/12/2019 1:52 PM |
|           | Rachelle Breckenridge | Approve: 3/13/2019 1:55 PM |

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by Tuesday, March 19.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



year. Tim Linot or Marcia Cline (cc'd) will schedule a current inspection.

[Benjamin Laxton](#), P.E., *Fire Protection Engineer*

(913) 971-9849 | [OlatheKS.org](http://OlatheKS.org)

Fire | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



528734/10538 OA

**RECEIVED**

MAR 1 2019

**CITY OF OLATHE**  
**DRINKING ESTABLISHMENT LICENSE APPLICATION**  
**CITY CLERK OFFICE**



Date: 2/20/2019 Business Phone: 913.764.5656

Name of Applicant: WFM Kansas, LLC

Business Address of Applicant: 14615 W. 119th Street, Olathe, KS 66062

Mailing Address: PO Box 684786, Austin, TX 78768-4786 City State Zip

E-mail Address of Applicant (optional): catherine.shiffirin@wholefoods.com

Legal description of premises: See attached

Owner of premises (if different than applicant): Maeburg, LLC

Address of owner of premises: 280 E. 96th Street, Suite 210, Indianapolis, IN 46240  
City State Zip

**Items required that must accompany this application:**

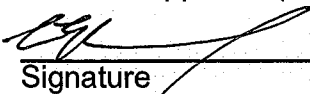
- A. Site Plan: Attach a drawing of the premises showing the location in relation to other buildings, structures, parking areas, public or private streets, and sidewalks within 200 feet. The site plan should include the number of parking spaces, seating capacity and number of employees servicing the largest shift.**
- B. Copy of Alcoholic Beverage Control Division Form ABC-800 (Kansas Liquor License Application)**
- C. Copy of renewed State of Kansas drinking establishment license (May be submitted separately after issuance by the state)**
- D. License Fee (\$500.00 – 2 year licensing period)**

The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall be refunded for any reason.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS CORRECT AND TRUTHFUL.

Albert Percival

Name of Applicant (Print Please)

  
Signature

Secretary

Title

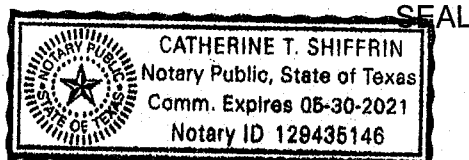
State of Texas

County of Travis

  
Notary

Sworn and subscribed before me this

This 5th day of March, 2019







# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Brenda Long

**SUBJECT:** Consideration of new cereal malt beverage license application for calendar year 2019 for Flagship Development, LLC d/b/a Mini Mart located at 1807 E. 123<sup>rd</sup> Terr

---

**ITEM DESCRIPTION:**

Consideration of new cereal malt beverage license application for calendar year 2019 for Flagship Development, LLC d/b/a Mini Mart located at 1807 E. 123<sup>rd</sup> Terr

---

**SUMMARY:**

The application for the following business has met the necessary requirements for issuance of a cereal malt beverage license and is recommended for approval by staff. The application is available for review in the City Clerk's Office.

| <u>Name</u> | <u>License</u> | <u>Site</u>                    |
|-------------|----------------|--------------------------------|
| Mini Mart   | 19-64          | 1807 E. 123 <sup>rd</sup> Terr |

---

**FINANCIAL IMPACT:**

License fees as established in Title 7 of the Olathe Municipal Code in the amount of \$50 for sale at retail and a separate \$25 stamp fee for the State of Kansas have been collected for these licenses.

---

**ACTION NEEDED:**

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

---

**ATTACHMENT(S):**

A. Staff Recommendations

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Friday, March 22, 2019 12:51 PM  
**To:** Rachelle Breckenridge  
**Subject:** CMB Mini Mart  
**Attachments:** CMB Mini Mart 01-24-19.pdf

**Tracking:**

**Recipient**

Rachelle Breckenridge

**Response**

Approve: 3/22/2019 2:04 PM

Rachelle, Mini Mart now has it CO and I have received all the approvals for their CMB license. Please let me know if you approve and I will get it added to the Council Agenda.

Brenda Long, Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



**From:** [Benjamin Laxton](#)  
**To:** [Brenda Long](#); [David Bryant](#); [Jo Prochko](#); [Rachelle Breckenridge](#)  
**Subject:** RE: CMB Mini Mart 01-24-19  
**Date:** Friday, March 22, 2019 12:06:37 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Brenda,

I checked with Tim and they are now approved.

[Benjamin Laxton](#), P.E., *Fire Protection Engineer*

(913) 971-9849 | [OlatheKS.org](#)

Fire | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



---

**From:** Brenda Long <BDLong@OLATHEKS.ORG>

**Sent:** March 22, 2019 10:55 AM

**To:** Benjamin Laxton <BALaxton@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

**Subject:** CMB Mini Mart 01-24-19

Ben, I have been told this establishment now has a CO. Can you please let me know if they are approved to move ahead with their CMB license?

[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:** [Sean Pendley](#)  
**To:** [Brenda Long](#); [GIS Shared](#)  
**Subject:** RE: CMB Mini Mart 01-24-19  
**Date:** Wednesday, January 30, 2019 3:46:10 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Brenda and Jared,

Upon review by Planning staff, we have determined the CMB license for this location should be permitted because it is considered an accessory use to the convenience store, which is permitted in the MP-2 district. If you have any questions or need additional information, please let me know.  
Thanks.

[Sean Pendley](#), Sr Planner  
(913) 971-8662 | [OlatheKS.org](#)  
Public Works | City of Olathe, Kansas  
**Setting the Standard for Excellence in Public Service**



---

**From:** Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>  
**Sent:** Tuesday, January 29, 2019 11:14 AM  
**To:** Sean Pendley <[SPendley@OLATHEKS.ORG](mailto:SPendley@OLATHEKS.ORG)>; GIS Shared <[GISShared@OLATHEKS.ORG](mailto:GISShared@OLATHEKS.ORG)>  
**Subject:** RE: CMB Mini Mart 01-24-19

Attached is the application. If I understand correctly there was a Mini Mart there before. (Dee's Mini Mart) but this is a new application.

[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:** Sean Pendley  
**Sent:** Tuesday, January 29, 2019 10:07 AM  
**To:** GIS Shared <[GISShared@OLATHEKS.ORG](mailto:GISShared@OLATHEKS.ORG)>; Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>  
**Subject:** RE: CMB Mini Mart 01-24-19

This is an unusual situation but they have had a gas station and convenience store at this location for several years and I assume they had CMB sales. Not sure why it is zoned MP-2, this use would typically be in a commercial district. The zoning ordinance for this property does not include any information regarding liquor sales. We need to do some research on this one.

Can someone forward me the CMB license application. Also do we know if they were previously issued CMB license and for how long? Thanks.

[Sean Pendley](#), Sr Planner

(913) 971-8662 | [OlatheKS.org](http://OlatheKS.org)

Public Works | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



---

**From:** GIS Shared <[GISShared@OLATHEKS.ORG](mailto:GISShared@OLATHEKS.ORG)>

**Sent:** Monday, January 28, 2019 4:02 PM

**To:** Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>

**Cc:** Sean Pendley <[SPendley@OLATHEKS.ORG](mailto:SPendley@OLATHEKS.ORG)>

**Subject:** Reject: CMB Mini Mart 01-24-19

MINI MART

1807 E 123<sup>RD</sup> TER

Zoning: MP-2, CMB not permitted

Ordinance: 04-22

This application is for a new license, which would not be permitted in the current MP-2 zoning. Potentially, the rezoning ordinance (04-22) might allow for CMB, but I don't have access to that document.

I have included Sean in this email because we don't deny many licenses and I want to give him the heads up in case he knows of a reason to approve the application.

[Jared Daniel](#), GIS Analyst

(913) 971-9404 | [OlatheKS.org](http://OlatheKS.org)

Public Works | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Brenda Long

**SUBJECT:** Pawnbroker/Precious Metal Dealer License Application

---

**ITEM DESCRIPTION:**

Consideration of a pawnbroker/precious metal dealer license application for Heartland Pawnbrokers LLC, located at 395 N Ridgeview.

---

**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.

Heartland Pawnbrokers LLC

395 N. Ridgeview Rd.

Olathe, KS 66061

---

**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:** Friday, March 15, 2019 9:52 AM  
**To:** Rachelle Breckenridge  
**Subject:** FW: PPMDL - Heartland Pawnbroker 3-12-19  
**Attachments:** PPMDL - Heartland Pawnbroker 3-12-19.pdf

**Tracking:**

**Recipient**

Rachelle Breckenridge

**Response**

Approve: 3/15/2019 11:30 AM

I have the required approvals for Heartland Pawnbrokers.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



---

**From:** Brenda Long

**Sent:** Tuesday, March 12, 2019 2:04 PM

**To:** GIS Shared <GISShared@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>; Shannon Brandau <SMBrandau@OLATHEKS.ORG>

**Subject:** PPMDL - Heartland Pawnbroker 3-12-19

Please use the voting tab to make comments and recommendations for the attached Distance Restricted Business License Application for Heartland Pawn Brokers, located at 395 N. Ridgeview, by March 19, 2019.

Olathe City Code now requires that we have all business restricted businesses checked to make sure they are compliant as they are issued their licenses. I am attaching the ordinance, which should clarify the requirements.

Please let me know if you have questions.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, March 12, 2019 2:04 PM  
**To:** GIS Shared; Rachelle Breckenridge; Shannon Brandau  
**Subject:** PPMDL - Heartland Pawnbroker 3-12-19  
**Attachments:** PPMDL - Heartland Pawnbroker 3-12-19.pdf

| Tracking: | Recipient       | Response                   |
|-----------|-----------------|----------------------------|
|           | GIS Shared      | Approve: 3/15/2019 9:30 AM |
|           | Shannon Brandau | Approve: 3/14/2019 8:37 AM |

Please use the voting tab to make comments and recommendations for the attached Distance Restricted Business License Application for Heartland Pawn Brokers, located at 395 N. Ridgeview, by March 19, 2019.

Olathe City Code now requires that we have all business restricted businesses checked to make sure they are compliant as they are issued their licenses. I am attaching the ordinance, which should clarify the requirements.

Please let me know if you have questions.

Brenda Long, Assistant City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

Resource Mgmt | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**





RECEIVED

MAR 12 2019

CITY OF OLATHE  
CITY CLERK OFFICE

**APPLICATION FOR PAWNBROKER'S OR PRECIOUS METAL DEALER'S LICENSE**

City of Olathe County of Johnson

Application is hereby made by the undersigned for a license under the provisions of the Pawnbroker's and Precious Metal Dealer's Act, K.S.A. 16-706 et seq, for a:

- ☒ Pawnbroker's License  
☒ Precious Metal Dealer's License

This application is accompanied by \$25.00 as a license fee for the period terminating one year following the issuance of the license.

Date: 2-20-19

1. License to be issued to:

- ☐ Individual  
☐ Partnership  
☒ Corporation  
☐ Firm, company or association

2. A. If an individual, please state the full name and residence address:

\_\_\_\_\_  
\_\_\_\_\_

B. If a partnership, please state the full name of each partner and the residence address of each.

\_\_\_\_\_  
\_\_\_\_\_

C. If a corporation, please state the full name of such corporation or and where incorporated.

Heartland Pawnbrokers LLC - Kansas  
\_\_\_\_\_  
\_\_\_\_\_



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Consideration of authorization for the City Manager to attend the 2019 TLG Conference

---

**ITEM DESCRIPTION:**

Consideration of authorization for the City Manager, Michael Wilkes to attend the 2019 TLG Conference in Reno NV, April 8 - 12, 2019.

---

**SUMMARY:**

The City Council is asked to consider travel authorization for City Manager, Michael Wilkes, to attend the Transforming Local Government Conference in Reno NV. This year's conference is scheduled for April 8 - April 12.

These Travel Request and Authorization forms are presented for City Council review and approval in accordance with Administrative Guideline F-01, which requires that all overnight travel and/or registration expenses for City employees and officials be approved in advance.

---

**FINANCIAL IMPACT:**

Funding is included in the 2019 budget.

---

**ACTION NEEDED:**

Consider approval of the attached Travel Request and Authorization form as part of the Consent Agenda.

---

**ATTACHMENT(S):**

- A. Travel Request and Authorization form



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 Wilkes | Employee #   | 124702                | Department    | CMO |
| Purpose of Travel:             | TLG Conference |              | Destination: Reno, NV |               |     |
| Departure Date:                | 4/8/19         | Return Date: | 4/12/19               |               |     |
| Comments:                      | 0              |              |                       |               |     |
| Sharing hotel room? Whom with: | 0              |              | E1 Budgeted Account # | 1001020.62220 |     |

|   | Amount to City PCard   | Amount to Vendor | Amount to Employee |   |
|---|--|------------------|--------------------|---|
| Registration:                             | 353.57   |                  |                    |   |
| Airfare:                                  |  | \$525            |                    |   |
| Lodging:                                  |  | \$368.00         |                    |   |
| Car Rental:                               |  |                  |                    |   |
| KCI Airport parking:                      |  |                  | \$40.00            |   |
|   | <b>Meals Overnight Travel</b><br>Search for City - GSA.gov website<br>If city is not listed search for the county<br>gsa.gov/link/Nat'l Assn of Counties" (NACO)<br>Enter Per Diem Rate (cell F21)<br>M&IE Meal breakdown will auto populate |                  |                    | Lodging Rate # days 15% Total<br>\$80 per day @ 4 12.00 368.00  |
| Per Diem for Meals:                       | No receipts required 330.00  |                  |                    | Per Diem for Meals Rate # of days<br>Per Diem rate 66.00 5.0 330.00<br>M&IE Breakdown - Deduct meals provided<br>Breakfast 16.00 -<br>Lunch 17.00 -<br>Dinner 28.00 - |
| Meals Local:                              | <b>Meals Local/Receipts required</b><br>After event complete BES for reimbursement<br>using the receipt amount or the M&IE<br>maximum the lesser of the two  |                  |                    | M&IE Breakdown: Maximum # of days<br>Breakfast 15.00 -<br>Lunch 16.00 -<br>Dinner 28.00 -<br>Total Estimated Meals - fill to right                                    |
| Private Vehicle Mileage:                  | 46.40  |                  |                    | 80 Miles @ 0.580 per mile   |
| Cab/Shuttle fares/<br>Tolls/Baggage fees: |  | \$100            |                    |   |
| Fuel - City Vehicle:                      |  |                  |                    |   |
| Other:                                    |  |                  |                    | Describe:   |

|                                     |                 |
|-------------------------------------|-----------------|
| Amount Charge on City P Card        | 353.57          |
| Amount to Vendors                   | 993.00          |
| Travel Advance = Amount to Employee | <b>416.40</b>   |
| <b>TOTAL ESTIMATED EXPENSES</b>     | <b>1,762.97</b> |

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

Employee Signature

|                                      |                                   |                                      |      |
|--------------------------------------|-----------------------------------|--------------------------------------|------|
| Division Manager Signature           | Approved <input type="checkbox"/> | Disapproved <input type="checkbox"/> | Date |
| 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:** 4/2/2019

---

**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Consideration of business expense statements for Mayor Copeland and Council Members Jim Randall and Wes McCoy for expenses incurred to attend the National League of Cities Congressional Cities Conference in Washington, D.C.

---

**ITEM DESCRIPTION:**

Consideration of business expense statements for Mayor Copeland and Council Members Jim Randall and Wes McCoy for expenses incurred to attend the National League of Cities Congressional Cities Conference in Washington, D.C., March 8 - 13, 2019.

---

**SUMMARY:**

Expense statements are presented for Council review and approval in accordance with Administrative Guideline F-01, which requires that all travel expenses for the City Council and City Manager be placed on the Council agenda for approval.

---

**FINANCIAL IMPACT:**

Funding is included in the 2019 budget

---

**ACTION NEEDED:**

Approve the attached business expense statements as part of the Consent Agenda

---

**ATTACHMENT(S):**

- A. BES Copeland
- B. BES Randall
- C. BES McCoy



Complete the yellow cells

# Business Expense Statement (BES)

Statement to be completed according to Admin. Reg. F-01

Form must be submitted by the 15th of the following month. Attach a memo to the Approving Authority with their approval if late or grand total exceeds 10% of Travel Authorized.

BES expenses must be within 10% of Travel Request Authorization(TRA).

|                                  |                           |              |         |                    |               |
|----------------------------------|---------------------------|--------------|---------|--------------------|---------------|
| Name:                            | Michael Copeland          | Employee #   | 125633  | Department:        | Council       |
| Business Expense Purpose:        | National League of Cities |              |         | Destination:       | Washington DC |
| Departure Date:                  | 3/10/19                   | Return Date: | 3/13/19 |                    |               |
| Comments:                        | 0                         |              |         | E1 Budgeted Acct # | 1001010.62220 |
| Sharing hotel room? Whom with: 0 |                           |              |         |                    |               |

| Total Expenses from TRA   |                 | BES  | Paid with City PCard | Paid to Vendor        | Paid to Employee  |                    |   |
|---|-----------------|--|----------------------|-----------------------|---|--------------------|---|
| Registration:   | 495.00          | Registration:  | 495.00               | ✓                     |   |                    |   |
| Airfare:  | 400.00          | Airfare:   |                      |                       | 485.96  | ✓                  |   |
| Lodging:  | 1,661.75        | Lodging:   |                      |                       | 934.53  | ✓                  | Include all cost & fees - Itemized receipt for Lodging required |
| Car Rental:   | -               | Car Rental:  |                      |                       |   |                    |   |
| KCI Airport parking:  | 50.00           | KCI Airport parking:   |                      |                       | \$36.00   | ✓                  |   |
|   |                 | <b>Meals Overnight Travel</b><br><a href="#">Search for City - GSA.gov website</a><br>if city is not listed search for the county<br>gsa.gov link "Nat'l Assn of Counties" (NACO)<br>Enter Per Diem Rate (cell H19) # of days (cell I19)<br>M&IE Meal breakdown will auto populate |                      |                       | Per Diem: Rate # of days<br>\$76.00 3.0 228.00<br>Meals Provided will deduct from per diem:<br>Breakfast 18.00 1 18.00<br>Lunch 19.00 -<br>Dinner 34.00 - |                    |   |
| Per Diem for Meals:   | 456.00          | Per Diem for Meals:  | No receipts required |                       | 210.00  | ✓                  |   |
| <b>STOP</b> Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES |                 |  |                      |                       |   |                    |   |
|   |                 | Allocate Page 2 Totals to yellow cells   | Paid with City PCard | Paid to Vendor        | Paid to Employee  | Totals from page 2 |   |
| Private Vehicle Mileage:  | 43.60           | Mileage:   |                      |                       | 46.40   | ✓                  | 46.40   |
| Cab/Shuttle fares/  |                 | Cab/Shuttle fares/   |                      |                       |   |                    |   |
| Tolls/Baggage fees:   | 150.00          | Tolls/Baggage fees:  |                      |                       | 65.34   |                    | 65.34   |
| Fuel - City Vehicle:  | -               | Fuel - City Vehicle:   |                      |                       |   |                    | -   |
| Meals Local:  | -               | Local Meals:   |                      |                       |   |                    | -   |
|   |                 | Business Meeting:  |                      |                       |   |                    | -   |
| Miscellaneous Expense:  | -               | Miscellaneous Expense:   |                      |                       | 61.47   | ✓                  | 61.47   |
| <b>TOTAL TRA ESTIMATED EXPENSES</b>   | <b>3,256.35</b> |  |                      | <b>TOTAL EXPENSES</b> | <b>2,334.70</b>   | ✓                  |   |
|   |                 | Total Expensed paid by employee  |                      | 1,839.70              |   | ✓                  |   |
|   |                 | Travel Advance issued to Employee  |                      | -                     |   | ✓                  |   |
|   |                 | Amount owed Employee/ (owed to City)   |                      | 1,839.70              |   | ✓                  |   |

**REVIEWED**

By Tracy Fiorini at 8:31 am, Mar 29, 2019

I certify that I have incurred all of the expenses listed above on behalf of the City and that they are directly related to the active conduct of the City's business.

ACH direct deposit rather than a check can be provided. Complete and submit [AP ACH form](#)



## Business Expense Statement continued

Name: [Michael Copeland](#)  
 Business Expense Purpose: Washington DC

Department: [Council](#)

*Mileage log may be used for detail*

| Mileage Calculation: | Date    | Destination      | Rate | \$0.58 | Miles | Amount       |
|----------------------|---------|------------------|------|--------|-------|--------------|
|                      | 3/10/19 | City Hall to MCI |      |        | 40    | 23.20        |
|                      | 3/13/19 | MCI to City Hall |      |        | 40    | 23.20        |
|                      |         |                  |      |        |       | -            |
|                      |         |                  |      |        |       | -            |
|                      |         |                  |      |        |       | -            |
| <b>Total</b>         |         |                  |      |        |       | <b>46.40</b> |

| Cab/Shuttle fares/Tolls: | Date    | Description                                | Amount       |
|--------------------------|---------|--|--------------|
|                          | 3/10/19 | Uber to 918 16th Street NW (6:07 pm)       | 16.00        |
|                          | 3/10/19 | Uber to 1100 Pennsylvania Ave NW (6:30 pm) | \$8.19       |
|                          | 3/10/19 | Uber to 918 16th Street NW (8:34 pm)       | \$9.55       |
|                          | 3/11/19 | Uber to 1253 New Jersey Ave SE (2:23 pm)   | \$13.25      |
|                          | 3/11/19 | Uber to 1401 H Street NW (3:58 pm)         | \$18.35      |
| <b>Total</b>             |         |  | <b>65.34</b> |

| Fuel - City Vehicle: | Date | Amount   |
|----------------------|------|----------|
|                      |      |          |
|                      |      |          |
|                      |      |          |
|                      |      |          |
|                      |      |          |
| <b>Total</b>         |      | <b>-</b> |

| Meals Local: | Date | Breakfast | Lunch | Dinner | Maximum allowed:      |
|--------------|------|-----------|-------|--------|-----------------------|
|              |      |           |       |        | Breakfast 15.00       |
|              |      |           |       |        | Lunch 16.00           |
|              |      |           |       |        | Dinner 28.00          |
|              |      |           |       |        | Receipts are required |
|              |      |           |       |        |                       |
|              |      |           |       |        |                       |
| <b>Total</b> |      | <b>-</b>  |       |        |                       |

Business Meeting & Guests:

| Date | Purpose | Firm & Persons Present | Amount |
|------|---------|------------------------|--------|
|      |         |                        |        |
|      |         |                        |        |
|      |         |                        |        |

**Total** -

| Miscellaneous Expense: | Date    | Description                                 | Amount       |
|------------------------|---------|---|--------------|
|                        | 3/12/19 | Uber to 2660 Woodley Rd NW (7:24 am)        | \$10.70      |
|                        | 3/12/19 | Uber to 110 Maryland Ave NE (10:24 am)      | \$15.81      |
|                        | 3/12/19 | Uber to 916 16th Street NW (4:29 pm)        | \$16.31      |
|                        | 3/13/19 | Uber to Reagan Washington Airport (2:10 pm) | \$18.65      |
|                        |         |   |              |
| <b>Total</b>           |         |   | <b>61.47</b> |



Complete the yellow cells

# Business Expense Statement (BES)

Statement to be completed according to Admin. Reg. F-01

Form must be submitted by the 15th of the following month. Attach a memo to the Approving Authority with their approval

if late or grand total exceeds 10% of Travel Authorized.

BES expenses must be within 10% of Travel Request Authorization(TRA).

|                                |                           |              |               |                    |               |
|--------------------------------|---------------------------|--------------|---------------|--------------------|---------------|
| Name:                          | Jim Randall               | Employee #   | 128188        | Department:        | Council       |
| Business Expense Purpose:      | National League of Cities | Destination: | Washington DC |                    |               |
| Departure Date:                | 3/8/19                    | Return Date: | 3/13/19       |                    |               |
| Comments:                      | 0                         |              |               | E1 Budgeted Acct # | 1001010.62220 |
| Sharing hotel room? Whom with: |                           | 0            |               |                    |               |

| Total Expenses from TRA                |          | BES  | Paid with City PCard | Paid to Vendor                            | Paid to Employee   |   |
|--|----------|--|----------------------|---|--------------------|---|
| Registration:                          | 495.00   | Registration:  | \$595                | ✓   |                    |   |
| Airfare:                               | 673.96   | Airfare:   | 673.96               | ✓   |                    |   |
| Lodging:                               | 1,661.75 | Lodging:   |                      |   | \$1,804.70         | ✓ Include all cost & fees - Itemized receipt for Lodging required |
| Car Rental:                            | -        | Car Rental:  |                      |   |                    |   |
| KCI Airport parking:                   | 48.00    | KCI Airport parking:   |                      |   | \$64.90            | ✓   |
|  |          | Meals Overnight Travel   |                      | Per Diem: Rate # of days                  |                    |   |
|  |          | Search for City: GSA.gov website   |                      | Rate \$76.00 # of days 6.0 456.00         |                    |   |
|  |          | If city is not listed search for the county  |                      | Meals Provided will deduct from per diem: |                    |   |
|  |          | gsa.gov/link: "Nat'l Assn of Counties" (NACO)  |                      | Breakfast 18.00 -                         |                    |   |
|  |          | Enter Per Diem Rate (cell H19) # of days (cell I19)  |                      | Lunch 19.00 -                             |                    |   |
|  |          | M&IE Meal breakdown will auto populate   |                      | Dinner 34.00 1 34.00                      |                    |   |
| Per Diem for Meals:                    | 456.00   | Per Diem for Meals:  | No receipts required | 422.00                                    | ✓                  |   |
|  |          | STOP Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES |                      |   |                    |   |
| Allocate Page 2 Totals to yellow cells |          | Paid with City PCard   | Paid to Vendor       | Paid to Employee                          | Totals from page 2 |   |
| Private Vehicle Mileage:               | 43.60    | Mileage:   |                      | 46.40                                     | ✓ 46.40            | Comments:   |
| Cab/Shuttle fares/                     |          | Cab/Shuttle fares/   |                      |   |                    |   |
| Tolls/Baggage fees:                    | 150.00   | Tolls/Baggage fees:  |                      | 202.97                                    | ✓ 202.97           |   |
| Fuel - City Vehicle:                   | -        | Fuel - City Vehicle:   |                      |   |                    |   |
| Meals Local:                           | -        | Local Meals:   |                      |   |                    |   |
|  |          | Business Meeting:  |                      |   |                    |   |
| Miscellaneous Expense:                 | -        | Miscellaneous Expense:   |                      | 32.00                                     | ✓ 32.00            |   |
| TOTAL TRA ESTIMATED EXPENSES           | 3,528.31 | TOTAL EXPENSES   | 3,841.93             | ✓   |                    |   |

**REVIEWED**

By Tracy Fiorini at 4:10 pm, Mar 21, 2019

Total Expensed paid by employee 2,572.97 ✓  
Travel Advance issued to Employee 2,161.35 ✓  
Amount owed Employee/ (owed to City) 411.62 ✓

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

I certify that I have incurred all of the expenses listed above on behalf of the City and that they are directly related to the active conduct of the City's business.

Page 1 of 2

Employee Signature

Date

Division Manager Signature

Date

Department Manager

Date

City Manager Signature (if required)

Date

# Business Expense Statement continued

Name: Jim Randall  
Business Expense Purpose: Washington DC

Department: Council

*Mileage log may be used for detail*

Rate

\$0.58

Mileage Calculation:

| Date    | Destination      | Miles | Amount |
|---------|------------------|-------|--------|
| 3/8/19  | City Hall to MCI | 40    | 23.20  |
| 3/13/19 | MCI to City Hall | 40    | 23.20  |
|         |                  |       | -      |
|         |                  |       | -      |
|         |                  |       | -      |
| Total   |                  |       | 46.40  |

Cab/Shuttle fares/Tolls:

| Date    | Description | Amount |
|---------|-------------|--------|
| Various | 202.97      | 202.97 |
|         |             |        |
|         |             |        |
|         |             |        |
|         |             |        |
| Total   |             | 202.97 |

Fuel - City Vehicle:

| Date  | Amount |
|-------|--------|
|       |        |
|       |        |
|       |        |
|       |        |
|       |        |
| Total |        |

Meals Local:

| Date  | Breakfast | Lunch | Dinner |
|-------|-----------|-------|--------|
|       |           |       |        |
|       |           |       |        |
|       |           |       |        |
|       |           |       |        |
|       |           |       |        |
| Total | -         |       |        |

|                  |       |
|------------------|-------|
| Maximum allowed: |       |
| Breakfast        | 15.00 |
| Lunch            | 16.00 |
| Dinner           | 28.00 |

*Receipts are required*

Business Meeting & Guests:

| Date | Purpose | Firm & Persons Present | Amount |
|------|---------|------------------------|--------|
|      |         |                        |        |
|      |         |                        |        |
|      |         |                        |        |

Total -

Miscellaneous Expense:

| Date    | Description   | Amount  |
|---------|---------------|---------|
| 3/12/19 | Mis Cash Tips | \$32.00 |
|         |               |         |
|         |               |         |
|         |               |         |
| Total   |               | 32.00   |





Complete the yellow cells

# Business Expense Statement (BES)

Statement to be completed according to Admin. Reg. F-01

Form must be submitted by the 15th of the following month. Attach a memo to the Approving Authority with their approval

if late or grand total exceeds 10% of Travel Authorized.

BES expenses must be within 10% of Travel Request Authorization(TRA).

|                                  |                           |              |               |                    |               |
|----------------------------------|---------------------------|--------------|---------------|--------------------|---------------|
| Name:                            | Wes McCoy                 | Employee #   | 185737        | Department:        | Council       |
| Business Expense Purpose:        | National League of Cities | Destination: | Washington DC |                    |               |
| Departure Date:                  | 3/10/19                   | Return Date: | 3/15/19       |                    |               |
| Comments:                        | 0                         |              |               | E1 Budgeted Acct # | 1001010.62220 |
| Sharing hotel room? Whom with: 0 |                           |              |               |                    |               |

| Total Expenses from TRA  |                 | BES  | Paid with City PCard | Paid to Vendor   | Paid to Employee   |        |
|--|-----------------|--|----------------------|------------------|--------------------|--------|
| Registration:  | 495.00          | Registration:  | \$495.00             | ✓                |                    |        |
| Airfare:   | 535.80          | Airfare:   | \$535.80             | ✓                |                    |        |
| Lodging:   | 1,661.75        | Lodging:   | 1,659.55             | ✓                |                    |        |
| Car Rental:  | -               | Car Rental:  |                      |                  |                    |        |
| KCI Airport parking:   | 48.00           | KCI Airport parking:   |                      |                  |                    |        |
|  |                 | <b>Meals Overnight Travel</b><br>Search for City - GSA.gov website<br>If city is not listed search for the county<br>gsa.gov link "Nat'l Assn of Counties" (NACO)<br>Enter Per Diem Rate (cell H19) # of days (cell I19)<br>M&IE Meal breakdown will auto populate<br>No receipts required |                      |                  |                    |        |
| Per Diem for Meals:  | 419.00          | Per Diem for Meals:  |                      |                  | 419.00             | ✓      |
| <b>STOP</b> Go to Page 2. Now and complete then RETURN here to allocate expense & complete the BES |                 |  |                      |                  |                    |        |
| Allocate Page 2 Totals to yellow cells   |                 | Paid with City PCard   | Paid to Vendor       | Paid to Employee | Totals from page 2 |        |
| Private Vehicle Mileage:   | 43.60           | Mileage:   |                      | 46.40            | ✓                  | 46.40  |
| Cab/Shuttle fares/   |                 | Cab/Shuttle fares/   |                      |                  |                    |        |
| Tolls/Baggage fees:  | 150.00          | Tolls/Baggage fees:  |                      | 110.55           | ✓                  | 110.55 |
| Fuel - City Vehicle:   | -               | Fuel - City Vehicle:   |                      |                  |                    |        |
| Meals Local:   | -               | Local Meals:   |                      |                  |                    |        |
|  |                 | Business Meeting:  |                      |                  |                    |        |
| Miscellaneous Expense:   | -               | Miscellaneous Expense:   |                      | 130.56           | ✓                  | 130.56 |
| <b>TOTAL TRA ESTIMATED EXPENSES</b>  | <b>3,353.15</b> | <b>TOTAL EXPENSES</b>  | <b>3,396.86</b>      | ✓                |                    |        |

Total Expensed paid by employee 706.51 ✓

Travel Advance issued to Employee 462.60 ✓

Amount owed Employee/ (owed to City) 243.91 ✓

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

**REVIEWED**  
By Tracy Fiorini at 11:41 am, Mar 28, 2019

I certify that I have incurred all of the expenses listed above on behalf of the City and that they are directly related to the active conduct of the City's business.

## Business Expense Statement continued

Name: Wes McCoy  
 Business Expense Purpose: Washington DC

Department: Council

Mileage Calculation:

| <i>Mileage log may be used for detail</i> |                  | Rate  | \$0.58       |
|---|------------------|-------|--------------|
| Date                                      | Destination      | Miles | Amount       |
| 3/10/19                                   | City Hall to MCI | 40    | 23.20        |
| 3/15/19                                   | MCI to City Hall | 40    | 23.20        |
|   |                  |       | -            |
|   |                  |       | -            |
|   |                  |       | -            |
| Total                                     |                  |       | <u>46.40</u> |

Cab/Shuttle fares/Tolls:

| Date    | Description | Amount        |
|---------|-------------|---------------|
| 3/10/19 | Cab Fare    | 26.59         |
| 3/11/19 | Uber        | 19.66         |
| 3/11/19 | Uber        | \$25.35       |
| 3/11/19 | Uber        | 15.10         |
| 3/13/19 | Uber        | 23.85         |
| Total   |             | <u>110.55</u> |

|                      |      |        |
|----------------------|------|--------|
| Fuel - City Vehicle: | Date | Amount |
|                      |      |        |
|                      |      |        |
|                      |      |        |
|                      |      |        |
|                      |      |        |
|                      |      |        |
| Total                |      | -      |

Meals Local:

| Date  | Breakfast | Lunch | Dinner | Maximum allowed:      |
|-------|-----------|-------|--------|-----------------------|
|       |           |       |        | Breakfast 15.00       |
|       |           |       |        | Lunch 16.00           |
|       |           |       |        | Dinner 28.00          |
|       |           |       |        | Receipts are required |
|       |           |       |        |                       |
| Total |           |       |        | <u>-</u>              |

Business Meeting & Guests:

| Date | Purpose | Firm & Persons Present | Amount |
|------|---------|------------------------|--------|
|      |         |                        |        |
|      |         |                        |        |
|      |         |                        |        |

Total -

Miscellaneous Expense:

| Date    | Description     | Amount        |
|---------|-----------------|---------------|
| 3/10/19 | Baggage Fee     | \$30.00       |
| 3/15/19 | Baggage Fee     | \$30.00       |
| 3/15/19 | UVC Cab Fare    | \$26.56       |
| 3/13/19 | SmartTrip Fare  | 14.00         |
| 3/15/19 | Misc. Cash Tips | 30.00         |
| Total   |                 | <u>130.56</u> |



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works, Planning Division

**STAFF CONTACT:** Zachary Moore, Planner II

**SUBJECT:** FP19-0002: Kiddi Kollege South, Applicant: Jon Kopek

---

### ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for **Kiddi Kollege South** (FP19-0002) containing 1 commercial lot and no tracts on 2.3± acres; located at the southeast corner of the intersection of W. 167<sup>th</sup> Street and the future Britton Street. Planning Commission recommends approval 7-0.

---

### SUMMARY:

The subject property was rezoned to the C-2 (Community Center) Commercial District in August 2018. This final plat is dedicating land for public use for arterial street right-of-way (W. 167<sup>th</sup> Street), utility easements, and stormwater quality/quantity easements. This final plat is consistent with the preliminary site development plan that was approved, and with the Unified Development Ordinance (UDO) standards. For your information, a final site development plan for Kiddi Kollege has been submitted and is currently under staff review.

The subject property is located within a Benefit District (33605) for streets; therefore, the final plat is exempt from street excise taxes. Final plats are subject to a traffic signal excise tax of \$0.0576 per square foot of land for commercial zoning districts, less land dedicated for arterial street right-of-way. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat. Based on the net plat area (1.97± acres), the total excise tax for traffic signals is **\$4,941.81**.

The Planning Commission recommended approval of this final plat with a 7-0 vote on March 25, 2019, as stipulated in the meeting minutes.

---

### FINANCIAL IMPACT:

None.

---

### ACTION NEEDED:

1. Accept the dedication of land for public purposes for Kiddi Kollege South (FP19-0002).
  2. Reject the dedication of land for public purposes for Kiddi Kollege South, and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
- 

### ATTACHMENT(S):

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



City of Olathe  
Planning Division

## STAFF REPORT

**Planning Commission Meeting: March 25, 2019**

|                       |   |  |  |
|-----------------------|---|--|--|
| <b>Application:</b>   | <b>FP19-0002, Final Plat for Kiddi Kollege South</b>  |  |  |
| <b>Location:</b>      | Southeast corner of the intersection of W. 167 <sup>th</sup> Street and the future Britton Street |  |  |
| <b>Owner:</b>         | Travis Schram; Day3, LLC  |  |  |
| <b>Applicant:</b>     | Jon Kopek; Kiddi Kollege  |  |  |
| <b>Engineer:</b>      | Jeff Skidmore P.E.; Schlagel & Associates, P.A.   |  |  |
| <b>Staff Contact:</b> | Zachary Moore, Planner II   |  |  |

|                   |                    |                        |                |
|-------------------|--------------------|------------------------|----------------|
| <b>Site Area:</b> | <u>2.34± acres</u> | <b>Proposed Use:</b>   | <u>Daycare</u> |
| <b>Lots:</b>      | <u>1</u>           |                        |                |
| <b>Tracts:</b>    | <u>0</u>           | <b>Current Zoning:</b> | <u>C-2</u>     |

### 1. Comments:

The following application is a final plat for Kiddi Kollege South containing one commercial lot for a proposed daycare facility. An associated rezoning and preliminary site development plan application (RZ18-0013) was approved in August 2018. After review, staff has found this final plat application is consistent with *Unified Development Ordinance (UDO)* standards.

For your information, a final site development plan for Kiddi Kollege has been submitted and is currently under staff review.

### 2. Plat Review:

- a. **Lots/Tracts** – The plat includes a total of one commercial lot and no common tracts. Lot 1 has a total area of approximately 1.97± acres, and approximately 0.37± acres of arterial street right-of-way are dedicated with this final plat.
- b. **Public Utilities** – The subject property is located within the Johnson County WaterOne and Johnson County Wastewater service areas. Utility Easements (U/E), Sanitary Sewer Easements (S/E), and Stormwater Management Easements (BMP/E) will be dedicated with this final plat.
- c. **Streets/Right-of-Way** – The subject property will have access from a private drive at the south of the subject property that will connect to future Britton Street. A 15-foot wide Private Access Easement (A/E) will be dedicated at the south of the subject property for this private drive. Approximately 60 feet of street right-of-way will be dedicated for W. 167<sup>th</sup> Street to the north of Lot 1 with this final plat application.



*Aerial view of site*



*View looking west from the intersection of W. 167<sup>th</sup> and the future Britton Street*

### **3. Excise Taxes:**

The subject property is located within a Benefit District (33605) for streets; therefore, the final plat is exempt from any street excise taxes. Final plats are subject to a traffic signal excise tax of \$0.0576 per square foot of land for commercial zoning, less land dedicated for arterial street right-of-way. The required excise fee shall be submitted to the City Planning Division prior to

FP19-0002  
March 25, 2019  
Page 3

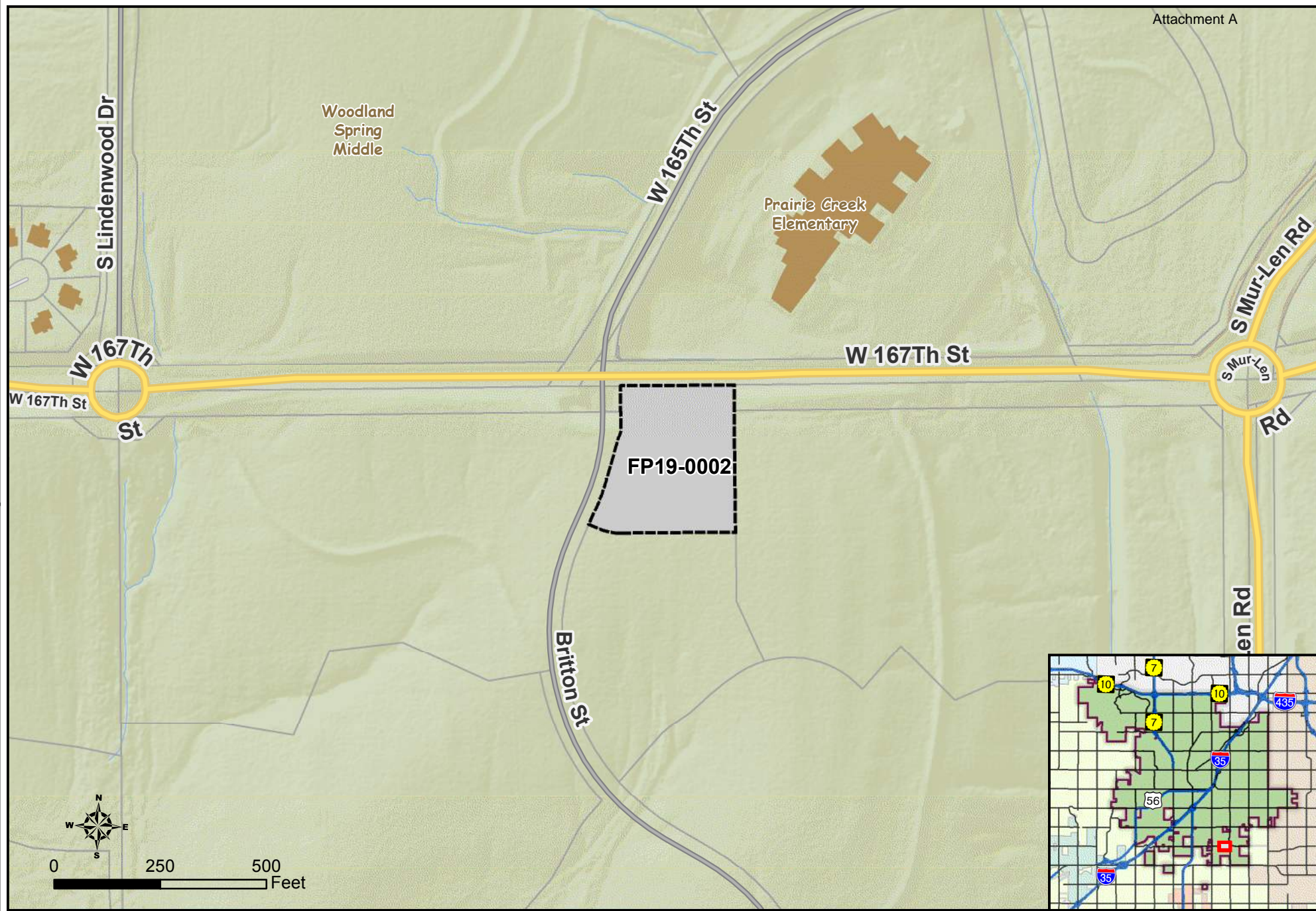
recording the final plat. Based on the net Plat area (1.97± acres), the total excise tax for traffic signals is **\$4,941.81**.

**4. Staff Recommendation:**

Staff recommends approval of FP19-0002, Final Plat for Kiddi Kollege South with the following stipulations:

- a) The final plat is subject to a traffic signal excise tax of **\$4,191.81**. The required excise tax shall be submitted to the Planning Division prior to recording the final plat.
- b) This final plat shall be recorded, and all excise fees shall be paid prior to submitting for building permit.
- c) Prior to recording the final plat, a stormwater quality/quantity facility maintenance agreement shall be provided.



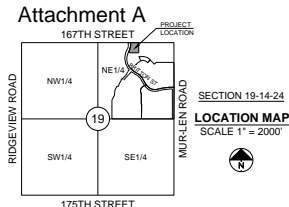


User: JaredMD  
Date: 03/19/2019

# KIDDI KOLLEGE SOUTH FP19-0002



FINAL PLAT OF  
KIDDIE KOLLEGE SOUTH  
PART OF THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 24 EAST  
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS



**DESCRIPTION:**

Part of the Northeast One-Quarter of Section 19, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the said Northeast One-Quarter; thence North 87 degrees 24 minutes 18 seconds East, along the North line of the said Northeast One-Quarter, a distance of 1181.35 feet to the Point of Beginning; thence continuing North 87 degrees 24 minutes 18 seconds East, along said North line, a distance of 268.03 feet; thence South 02 degrees 35 minutes 42 seconds East a distance of 348.98 feet; thence South 87 degrees 24 minutes 18 seconds West a distance of 264.35 feet to a point of curvature; thence Northwest on a curve to the right tangent to the previous course, having a radius of 150.00 feet, a central angle of 24 degrees 46 minutes 29 seconds and an arc length of 64.86 feet; thence North 07 degrees 49 minutes 13 seconds West a distance of 20.46 feet to a point on the Eastern right of way of Britton Street as platted by "BOULDER CREEK, SECOND PLAT"; thence along the said Eastern right of way for the remaining four courses, North 22 degrees 10 minutes 47 seconds East a distance of 45.50 feet to a point of curvature; thence Northeast on a curve to the left tangent to the previous course, having a radius of 530.00 feet, a central angle of 07 degrees 57 minutes 50 seconds and an arc length of 73.67 feet; thence North 14 degrees 12 minutes 57 seconds East a distance of 118.81 feet; thence North 02 degrees 35 minutes 42 seconds West a distance of 104.33 feet to the Point of Beginning, and containing 2.3388 acres more or less.

**DEDICATIONS:**

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "KIDDIE KOLLEGE SOUTH".

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as "W. 167th STREET", together with all other parts and parts of land indicated on this plat, and not heretofore dedicated, as streets, services, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

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

A 10 foot wide "Utility Easement" or "U/E" is hereby dedicated to the City of Olathe, Johnson County, Kansas, adjacent to and parallel with the Right-of-Way of Streets.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities, drainage ditches, drainage channels or water courses, other drainage facility tributary connections and appurtenant work relative to storm water drainage upon, over, or under the areas outlined and designated on this plat as "Stormwater Quality / Quantity Easement" or "BMP/E".

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

A perpetual easement of access upon, over and under those areas outlined and designated on this plat as "Private Access Easement" or "A/E" is hereby granted to the South of and adjacent to Lot 1 to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of private streets and similar facilities. Said areas are also reserved for the ingress and access of all owners to the South of and adjacent to Lot 1 and their occupants, guests, and invitees. The private streets within the "A/E" shall be maintained as set forth in the Easements, Covenants and Restrictions Agreement (the "ECR") recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the Johnson County, Kansas records. If the ECR is not in place or abandoned, then maintenance shall be the responsibility of the owner of the lot or tract.

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

**RESTRICTIONS:**

All landscaping and related materials that are planted or constructed within the adjacent Street right-of-way shall be maintained by the Property Owners, or their authorized representatives thereof.

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

**NOTICE:**

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

**CONSENT TO LEVY:**

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

**EXECUTION:**

IN TESTIMONY WHEREOF, \_\_\_\_\_ of KBC INVESTMENT GROUP LLC by the authority of its Member, has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

KBC INVESTMENT GROUP LLC

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

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss.

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_ of KBC INVESTMENT GROUP LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Print Name \_\_\_\_\_

**APPROVALS:**

APPROVED by the Planning Commission of the City of Olathe, Johnson County, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairman, C.S. VAKAS

APPROVED by the Governing Body of the City of Olathe, Johnson County, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor, MICHAEL COPELAND

Deputy City Clerk: David F. Bryant III, MMC

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 7-15-2018. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRELIMINARY

Aaron T. Ruter - Land Surveyor  
KS# LS-1429



**SCHLAGEL & ASSOCIATES, P.A.**

Engineers • Planners • Surveyors • Landscape Architects  
14920 West 107th Street • Lenexa, Kansas 66215  
(913) 492-5158 • Fax: (913) 492-8400

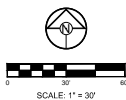
DATE 12-26-2018  
DRAWN BY JMT  
CHECKED BY AR  
PROJ. NO. 18-092

FINAL PLAT OF  
KIDDIE KOLLEGE SOUTH

SHEET NO. 1 OF 1

**LEGEND:**

- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR WITH KSL'S 54 CAP UNLESS OTHERWISE NOTED
- SET 1/2" REBAR W/LS-24 CAP UNLESS OTHERWISE NOTED
- EXISTING PLAT AND ROW LINES
- EXISTING LOT AND PROPERTY LINES
- BUILDING LINE



SCALE: 1" = 30'

BASIS OF BEARINGS:

GRID NORTH  
NAD 83 KANSAS NORTH ZONE  
N LINE NE 1/4, SEC 19-14-24  
S87°24'18"E

**FLOOD NOTE:**

This property lies within flood ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown as on the Flood Insurance Rate Map 2009ICD109G Revised August 3, 2009.





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: March 25, 2019

|                     |   |
|---------------------|---|
| <b>Application:</b> | <b><u>FP19-0002</u></b> Request approval for a final plat for Kiddi Kollege South containing 1 lot on 2.3± acres; located at the southeast corner of the intersection of W. 167 <sup>th</sup> Street and future Britton Street. |
|---------------------|---|

*A motion to approve FP19-0002 on the Consent Agenda was made by Comm. Rinke and seconded by Comm. Freeman and passed with a vote of 7-0, with the following staff stipulations:*

- A. The final plat is subject to a traffic signal excise tax of **\$4,191.81**. The required excise tax shall be submitted to the Planning Division prior to recording the final plat.
- B. This final plat shall be recorded, and all excise fees shall be paid prior to submitting for building permit.
- C. Prior to recording the final plat, a stormwater quality/quantity facility maintenance agreement shall be provided.



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Contract with O'Donnell & Sons Construction Co., Inc. for construction of the Parker Terrace Improvements Project, PN 3-R-002-19.

---

**ITEM DESCRIPTION:**

Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the Parker Terrace Improvements Project, PN 3-R-002-19.

---

**SUMMARY:**

On March 13, 2019, four (4) bids were received and opened for the above referenced project. The bids ranged from \$779,370.25 to \$848,236.30 with the Engineer's Estimate at \$775,267.75. O'Donnell & Sons Construction Co., Inc. submitted the low and responsible bid in the amount of \$779,370.25. The following is a tabulation of the bids received:

|   |               |
|---|---------------|
| Engineer's                              | \$ 775,267.75 |
| O'Donnell & Sons Construction Co., Inc. | \$ 779,370.25 |
| Freeman Concrete Construction, LLC      | \$ 790,383.65 |
| Gunter Construction Company             | \$ 847,403.50 |
| Amino Brothers Co., Inc.                | \$ 848,236.30 |

This Street Reconstruction project will include improvements to Parker Terrace (Forest Drive to South End Dead End), 122nd Street (Nelson Road to West End), and Timberlane Boulevard (122nd Street to North End Cul-de-sac). The improvements will include replacement of the asphalt street, curb and gutter replacement, driveway replacement, sidewalk installation, storm sewer replacement, street light installation and lawn restoration.

Construction is scheduled to begin in June 2019 and will be completed in Fall 2019.

---

**FINANCIAL IMPACT:**

This project is funded from the City of Olathe's 2019 Street Reconstruction Program authorized on September 4, 2018. Authorized revenue for the 2019 Street Reconstruction Program includes:

|                                 |                     |
|---------------------------------|---------------------|
| <u>General Obligation Bonds</u> | <u>\$ 5,100,000</u> |
| Total                           | \$ 5,100,000        |

---

**ACTION NEEDED:**

Approval of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the Parker Terrace Improvements Project, PN 3-R-002-19.

---

---

**MEETING DATE:** 4/2/2019

---

---

**ATTACHMENT(S):**

A: Engineer's Estimate and Affidavit of Estimate

B: Project Location Map


C: Resolution 18-1078

**AFFIDAVIT OF ESTIMATE OF COST**

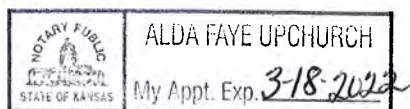
STATE OF KANSAS     )  
                                  ) ss.  
COUNTY OF JOHNSON)

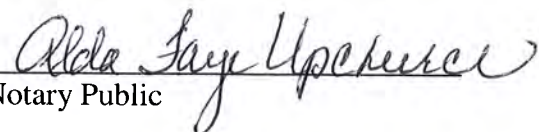
Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,  
states:

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Parker Terrace Improvements Project, P.N. 3-R-002-19 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 19<sup>th</sup>  
day of March, 2019.

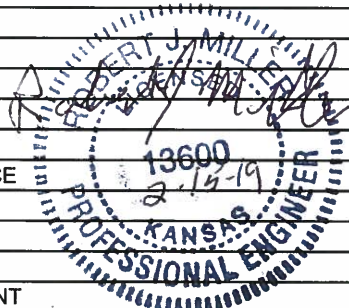


  
Notary Public

My Appointment Expires

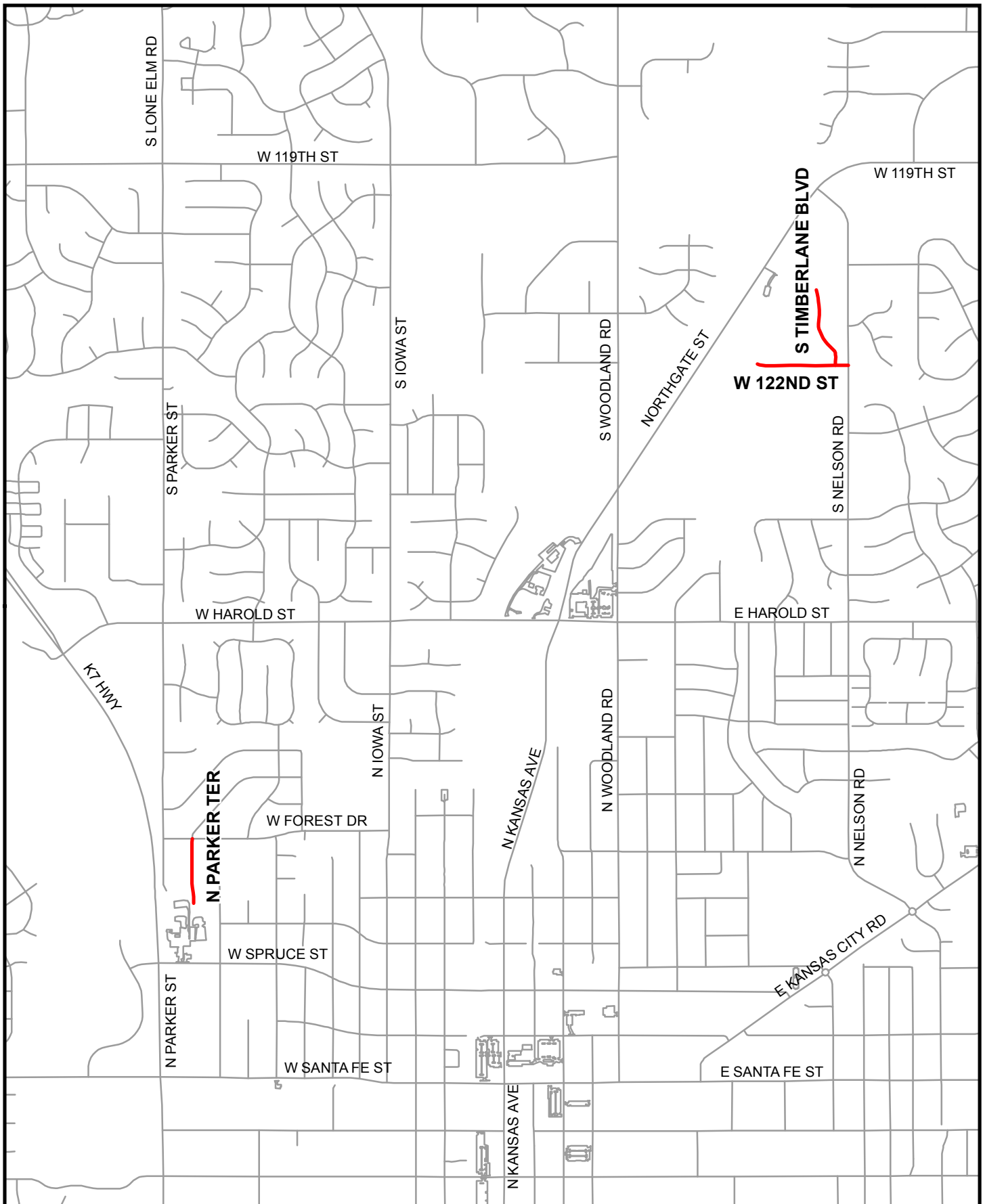
March 18, 2022

| Item No: | DESCRIPTION                               | Approx. Quantity | Unit | Unit Price   | Amount               |
|----------|---|------------------|------|--------------|----------------------|
| 1        | MOBILIZATION                              | 1                | L.S. | \$ 18,000.00 | \$ 18,000.00         |
| 2        | TRAFFIC CONTROL                           | 1                | L.S. | \$ 2,000.00  | \$ 2,000.00          |
| 3        | CONSTRUCTION STAKING                      | 1                | L.S. | \$ 3,000.00  | \$ 3,000.00          |
| 4        | TREE AND SHRUB REMOVAL                    | 1                | LS   | \$ 7,500.00  | \$ 7,500.00          |
| 5        | EXCAVATION AND GRADING                    | 445              | C.Y. | \$ 35.00     | \$ 15,575.00         |
| 6        | EMBANKMENT AND GRADING                    | 956              | C.Y. | \$ 12.00     | \$ 11,472.00         |
| 7        | SUBGRADE REPAIR                           | 500              | S.Y. | \$ 4.00      | \$ 2,000.00          |
| 8        | REMOVE AND RELOCATE EXISTING STREET SIGN  | 2                | EACH | \$ 125.00    | \$ 250.00            |
| 9        | REMOVAL OF IMPROVEMENTS                   | 1                | L.S. | \$ 38,000.00 | \$ 38,000.00         |
| 10       | REMOVE AND INSTALL NEW MAILBOX STRUCTURES | 1                | L.S. | \$ 2,800.00  | \$ 2,800.00          |
| 11       | ADJUST WATER METER                        | 6                | EACH | \$ 750.00    | \$ 4,500.00          |
| 12       | ADJUST WATER VALVE                        | 1                | EACH | \$ 500.00    | \$ 500.00            |
| 13       | 2" Mill                                   | 117              | S.Y. | \$ 10.00     | \$ 1,170.00          |
| 14       | 2" BM-2FR ASPHALT CONCRETE SURFACE        | 261              | TON  | \$ 75.00     | \$ 19,575.00         |
| 15       | 6" BM-2BFR ASPHALT CONCRETE BASE          | 783              | TON  | \$ 65.00     | \$ 50,895.00         |
| 16       | 6" MODIFIED AB-3 BASE                     | 2,905            | S.Y. | \$ 7.25      | \$ 21,061.25         |
| 17       | 5' CONCRETE SIDEWALK                      | 3,460            | S.F. | \$ 4.50      | \$ 15,570.00         |
| 18       | TYPE 1 SIDEWALK RAMP                      | 3                | EACH | \$ 1,500.00  | \$ 4,500.00          |
| 19       | MID BLOCK SIDEWALK RAMP                   | 2                | EACH | \$ 1,500.00  | \$ 3,000.00          |
| 20       | 6" CONCRETE RESIDENTIAL DRIVE             | 952              | S.Y. | \$ 50.00     | \$ 47,600.00         |
| 21       | 7" CONCRETE COMMERCIAL DRIVE              | 112              | S.Y. | \$ 60.00     | \$ 6,720.00          |
| 22       | TYPE "B" CONCRETE CURB & GUTTER           | 1,648            | L.F. | \$ 20.00     | \$ 32,960.00         |
| 23       | TYPE "C" CONCRETE CURB & GUTTER           | 61               | L.F. | \$ 20.00     | \$ 1,220.00          |
| 24       | STORM SEWER (18") (R.C.P.)                | 95               | L.F. | \$ 135.00    | \$ 12,825.00         |
| 25       | STORM SEWER (30") (R.C.P.)                | 422              | L.F. | \$ 150.00    | \$ 63,300.00         |
| 26       | STORM SEWER (36") (R.C.P.)                | 41               | L.F. | \$ 165.00    | \$ 6,765.00          |
| 27       | CURB INLET (5'X5') (SETBACK)              | 3                | EACH | \$ 5,000.00  | \$ 15,000.00         |
| 28       | CURB INLET (7'X5') (SETBACK)              | 1                | EACH | \$ 5,000.00  | \$ 5,000.00          |
| 29       | CURB INLET (7'X6') (SETBACK)              | 2                | EACH | \$ 5,000.00  | \$ 10,000.00         |
| 30       | CURB INLET (7'X8') (SETBACK)              | 1                | EACH | \$ 5,000.00  | \$ 5,000.00          |
| 31       | RIP-RAP (LIGHT STONE)(100)                | 10               | S.Y. | \$ 100.00    | \$ 1,000.00          |
| 32       | EROSION CONTROL                           | 1                | L.S. | \$ 2,000.00  | \$ 2,000.00          |
| 33       | STREET LIGHTING INSTALLATION              | 1                | L.S. | \$ 35,000.00 | \$ 35,000.00         |
| 34       | INSTALL SCHOOL CROSSING                   | 1                | EACH | \$ 1,000.00  | \$ 1,000.00          |
| 35       | SODDING                                   | 1,896            | S.Y. | \$ 6.00      | \$ 11,376.00         |
|          | <b>Parker Terrace Subtotal</b>            |                  |      |              | <b>\$ 478,134.25</b> |
| 101      | MOBILIZATION                              | 1                | L.S. | \$ 10,000.00 | \$ 10,000.00         |
| 102      | REMOVE EXISTING PAVEMENT                  | 3822             | S.Y. | \$ 6.00      | \$ 22,932.00         |
| 103      | EXCAVATION AND GRADING                    | 1274             | C.Y. | \$ 35.00     | \$ 44,590.00         |
| 104      | SUBGRADE REPAIR                           | 800              | S.Y. | \$ 4.00      | \$ 3,200.00          |
| 105      | 2" BM-2FR ASPHALT CONCRETE SURFACE        | 450              | TON  | \$ 75.00     | \$ 33,750.00         |
| 106      | 6" BM-2BFR ASPHALT CONCRETE BASE          | 1350             | TON  | \$ 65.00     | \$ 87,750.00         |
| 107      | 6" MODIFIED AB-3 BASE                     | 3974             | S.Y. | \$ 7.25      | \$ 28,811.50         |
| 108      | GRAVEL SURFACING                          | 40               | TON  | \$ 35.00     | \$ 1,400.00          |
| 109      | STORM SEWER CROSSING REPLACEMENT          | 1                | L.S. | \$ 10,200.00 | \$ 10,200.00         |
| 110      | EROSION CONTROL                           | 1                | L.S. | \$ 3,000.00  | \$ 3,000.00          |
| 111      | SODDING                                   | 3000             | S.Y. | \$ 5.50      | \$ 16,500.00         |
|          | <b>Timberlane Acres Subtotal</b>          |                  |      |              | <b>\$ 262,133.50</b> |
|          | <b>TOTAL</b>                              |                  |      |              | <b>\$ 740,267.75</b> |
|          | <b>5% OWNER'S CONTINGENCY ALLOWANCE</b>   |                  |      |              | <b>\$ 35,000.00</b>  |
|          | <b>3-R-002-19 TOTAL</b>                   |                  |      |              | <b>\$ 775,267.75</b> |



# Project Location Map

## Parker Terrace Improvements Project, PN 3-R-002-19





**RESOLUTION NO. 18-1078****A RESOLUTION AUTHORIZING THE 2019 STREET RECONSTRUCTION PROGRAM,  
PROJECT NUMBER 3-R-000-19.**

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

**SECTION ONE:** Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body of the City of Olathe ("City") hereby authorizes the 2019 Street Reconstruction Program, PN 3-R-000-19 ("Program"). Such Program shall rehabilitate the following streets in the City of Olathe:

S. Church Street, from Park Street to Church Circle  
 S. Church Circle, from Church Street to Sunset Drive  
 S. Church Circle, from Church to West End of Cul-de-sac  
 N. Parker Terrace, from Forest Drive to South End Cul-de-sac  
 W. Wabash Street, from Parker Street to Troost Street  
 S. Timberlane Boulevard, 122<sup>nd</sup> Street to North End  
 W. 122<sup>nd</sup> Street, Nelson Road to West End  
 W. 110<sup>th</sup> Street, 110<sup>th</sup> Terrace to West End Cul-de-sac  
 W. 102<sup>nd</sup> Street, Shadow Circle to Highland Circle (alternate)  
 S. Highland Lane, 102<sup>nd</sup> Street to West End Cul-de-sac (alternate)

Each location will include removing the existing pavement section, grading and placement of aggregate base subgrade, asphalt pavement, and where necessary concrete curb and gutter, concrete ADA ramps and sidewalks, City street light installation or LED upgrades. The project locations may include utility rehabilitation where necessary, and could include waterline, sanitary sewer and stormwater.

**SECTION TWO:** The cost for completing the Program projects listed in Section One is \$5,100,000. Funds to pay for the Program shall come from the following sources:

|                          |                    |
|--------------------------|--------------------|
| General Obligation Bonds | <u>\$5,100,000</u> |
| <b>TOTAL</b>             | <b>\$5,100,000</b> |

**SECTION THREE:** Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$5,100,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

**SECTION FOUR:** The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Program, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$5,100,000 exclusive of issuance costs and any interest costs for temporary financing.

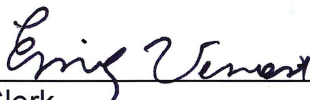
**SECTION FIVE:** This Resolution shall take effect immediately.

**ADOPTED** by the Governing Body this 4th day of September, 2018.

**SIGNED** by the Mayor this 4th day of September, 2018.

  
\_\_\_\_\_  
Mayor

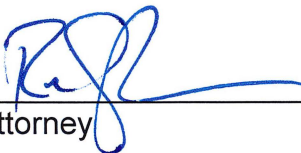
**ATTEST:**

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

(SEAL)



**APPROVED AS TO FORM:**

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





# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Contract with Donelson Construction Company, LLC for construction of the 2019 MAQS Micro Surface Project, PN 3-P-007-19.

---

**ITEM DESCRIPTION:**

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Donelson Construction Company, LLC for construction of the 2019 MAQS Micro Surface Project, PN 3-P-007-19.

---

**SUMMARY:**

On March 20, 2019, one bid was received and opened for the above referenced project. Donelson Construction Company, LLC submitted the responsible bid in the amount of \$1,872,049.79. The following is a tabulation of the bids received:

|                                    |                 |
|------------------------------------|-----------------|
| Donelson Construction Company, LLC | \$ 1,872,049.79 |
| Engineer's                         | \$ 1,908,175.70 |

Donelson Construction Company, LLC holds patents for several components of the MAQS surfacing process specified for this project. Donelson does sell these components to other contractors in the area, so the project was competitively bid. The MAQS Micro Surface seals and adds a skid resistant wearing surface to the existing asphalt pavement.

This Street Preservation project will provide a micro surface treatment on 174 local, collector, and arterial streets. Construction is scheduled to begin in May 2019 and will be completed in August 2019.

---

**FINANCIAL IMPACT:**

This project is funded from the City of Olathe's 2019 Street Preservation Program authorized on January 22, 2019. Authorized revenue for the 2019 Street Preservation Program includes:

|                                 |                     |
|---------------------------------|---------------------|
| Street Maintenance Sales Tax    | \$12,750,000        |
| CIP Fund                        | \$ 2,800,000        |
| <u>General Obligation Bonds</u> | <u>\$ 1,000,000</u> |
| Total                           | \$16,550,000        |

---

**ACTION NEEDED:**

Approval of Engineer's Estimate, acceptance of bids and award of contract to Donelson Construction Company, LLC for construction of the 2019 MAQS Micro Surface Project, PN 3-P-007-19.

---

---

**MEETING DATE:** 4/2/2019

---

**ATTACHMENT(S):**

A: Engineer's Estimate and Affidavit of Estimate

B: Project Location Map

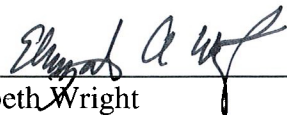
C: Resolution 19-1007

## 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 2019 MAQS Micro Surface Project, P.N. 3-P-007-19 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 21<sup>ST</sup>  
 day of March, 2019.



  
 Notary Public

My Appointment Expires


March 18, 2022



**ENGINEERS ESTIMATE**  
**2019 MAQS Micro Surface Project**  
**Project Number 3-P-007-19**  
**March 5, 2019**

| ITEM                                 | DESCRIPTION  | UNITS | QUANT.  | UNIT/PRICE   | TOTAL                 |
|--------------------------------------|--|-------|---------|--------------|-----------------------|
| 1.                                   | Grinding of Existing 4" Pavement Markings                  | L.F.  | 28,216  | \$1.00       | \$28,216.00           |
| 2.                                   | Grinding of Existing 6" Pavement Markings                  | L.F.  | 24,450  | \$1.00       | \$24,450.00           |
| 3.                                   | Grinding of Existing 12" Pavement Markings                 | L.F.  | 150     | \$3.25       | \$487.50              |
| 4.                                   | Grinding of Existing 24" Pavement Markings                 | L.F.  | 60      | \$6.50       | \$390.00              |
| 5.                                   | Grinding of Existing Turn Arrow Pavement Markings          | Ea.   | 16      | \$110.00     | \$1,760.00            |
| 6.                                   | Grinding of Existing School Crosswalk Pavement Markings    | Ea.   | 5       | \$275.00     | \$1,375.00            |
| 7.                                   | Modified Aggregate Quickset Surface - MAQS Type 2          | S.Y.  | 483,373 | \$2.90       | \$1,401,781.70        |
| 8.                                   | Pressure Pave  | S.Y.  | 100,320 | \$0.75       | \$75,240.00           |
| 9.                                   | Mobilization   | L.S.  | 1       | \$40,000.00  | \$40,000.00           |
| 10.                                  | Traffic Control  | L.S.  | 1       | \$250,000.00 | \$250,000.00          |
| 11.                                  | Install & Remove Street Maintenance Sales Tax Signs        | Ea.   | 20      | \$200.00     | \$4,000.00            |
| 12.                                  | Install 4" Yellow Painted Pavement Markings                | L.F.  | 27,986  | \$0.50       | \$13,993.00           |
| 13.                                  | Install 6" White Painted Pavement Markings                 | L.F.  | 24,450  | \$0.55       | \$13,447.50           |
| 14.                                  | Install 12" Yellow Painted Pavement Markings               | L.F.  | 150     | \$2.00       | \$300.00              |
| 15.                                  | Install Turn Arrow - White Painted Pavement Markings       | Ea.   | 16      | \$85.00      | \$1,360.00            |
| 16.                                  | Install School Crosswalk - White Painted Pavement Markings | Ea.   | 5       | \$275.00     | \$1,375.00            |
| <b>TOTAL BID</b>                     |  |       |         |              | <b>\$1,858,175.70</b> |
| <b>OWNER'S CONTINGENCY ALLOWANCE</b> |  |       |         |              | <b>\$50,000.00</b>    |
| <b>GRAND TOTAL</b>                   |  |       |         |              | <b>\$1,908,175.70</b> |

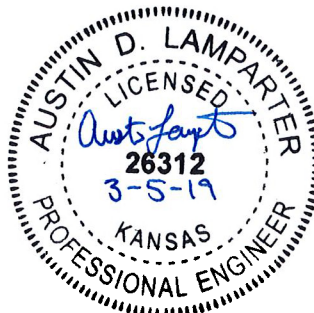
Submitted by:



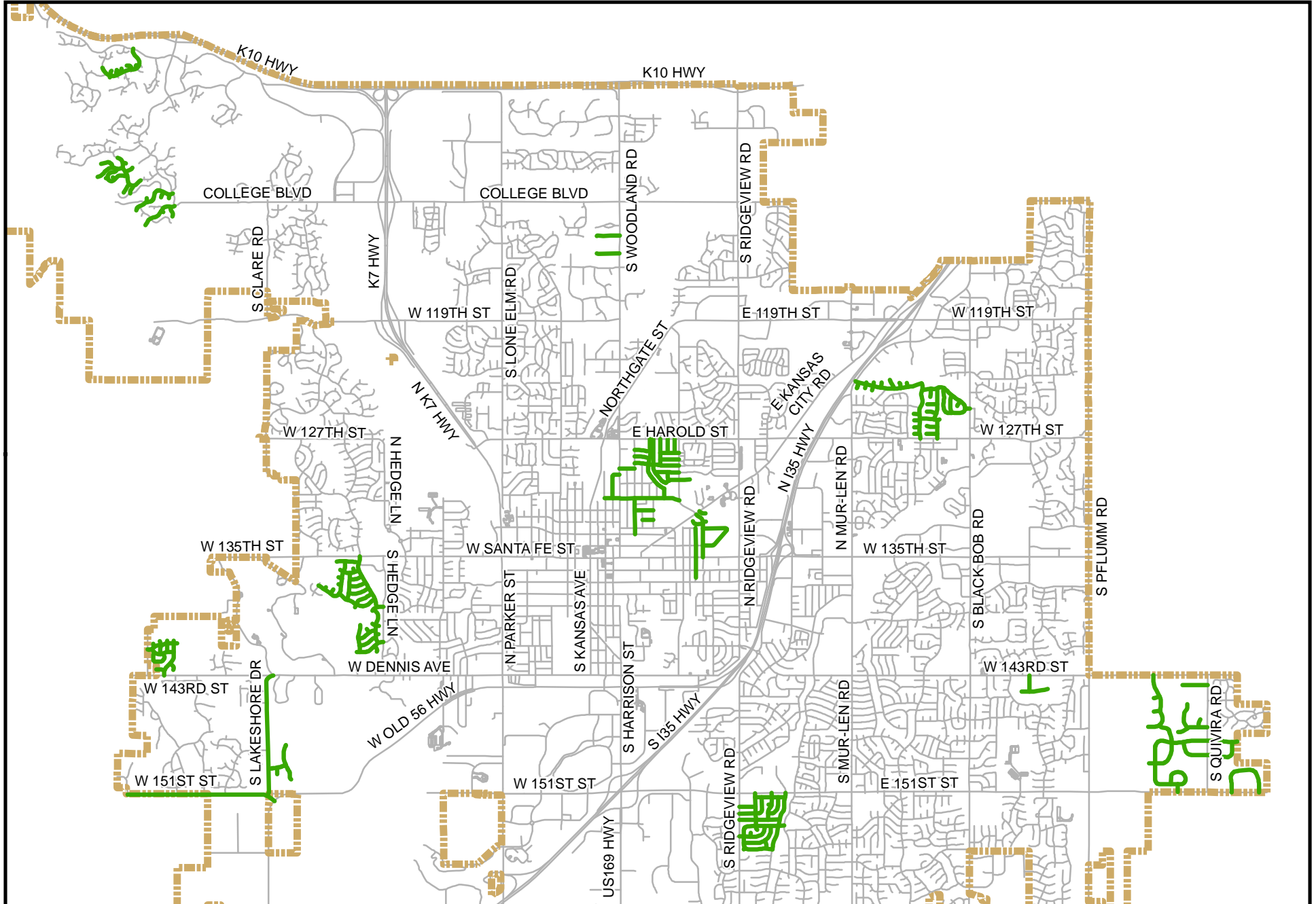
Austin D. Lamparter, P.E.  
Project Manager

3-5-19

Date



Project Location Map  
2019 MAQS Micro Surface Project, P.N. 3-P-007-19



**RESOLUTION NO. 19-1007****A RESOLUTION AUTHORIZING THE 2019 STREET PRESERVATION PROGRAM, PN 3-P-000-19.****BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:**

**SECTION ONE:** Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body hereby authorizes the 2019 Street Preservation Program. Such program shall rehabilitate the following streets in the City of Olathe:

151<sup>st</sup> Street Arterial Mill and Overlay Project – Ridgeview Road to OMC Access Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. The project will be bid and constructed along with the Ridgeview Road Intersection Improvements Project.

Lone Elm Road Arterial Mill and Overlay Project – 119<sup>th</sup> Street to the North End. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

151<sup>st</sup> Street Arterial Mill and Overlay Project – Pflumm Road to Quivira Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Santa Fe Street Arterial Mill and Overlay Project – Parker Street to Lakeshore Drive. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local & Collector Street Mill and Overlay Project – See street list exhibits (**Exhibit A**). The project includes 41 streets totaling 15 lane miles. The project funding consists of General Obligation (G.O.) Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Heatherstone and Bradford Falls Local & Collector Street Mill and Overlay Project – See street list exhibits (**Exhibit B**). The project includes 63 streets totaling 16 lane miles. The project funding consists of G.O. Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Micro Surface Project – See street list exhibits (**Exhibit C**). The project includes Type II Micro Surface on approximately 174 streets, totaling 61 lane miles. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Street Maintenance Curb Replacement Project – Removal and replacement of approximately 25,000 linear feet of deteriorated curb and gutter by Street Maintenance Concrete Crews in multiple locations throughout Olathe.

Street Maintenance Crack Sealing Project – Crack sealing materials for approximately 250 lane miles to be applied by Street Maintenance Crews.

Design of 2020 Arterial Mill and Overlay Projects – Design costs for 2020 Arterial Mill and Overlay Projects will utilize 2019 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The locations for the 2020 projects are to be determined.

Alternate Streets are included in the Street Listings for the Local & Collector Mill and Overlay and Micro Surface Projects. The alternate streets are not included in the total number of primary streets and lane miles listed above with each project. These alternate streets are authorized for construction but not currently scheduled for construction.

**SECTION TWO:** The cost for completing the projects listed in Section One is \$16,550,000. Funds to pay for the projects shall come from the following sources:

|                              |                     |
|------------------------------|---------------------|
| Street Maintenance Sales Tax | \$12,750,000        |
| CIP Fund                     | \$ 2,800,000        |
| General Obligation Bonds     | <u>\$ 1,000,000</u> |
| <b>TOTAL</b>                 | <b>\$16,550,000</b> |

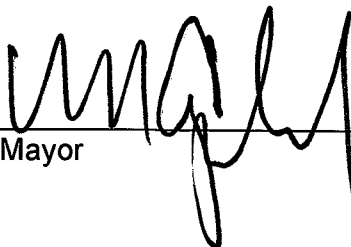
**SECTION THREE:** Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

**SECTION FOUR:** The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$1,000,000 exclusive of issuance costs and any interest costs for temporary financing.

**SECTION FIVE:** This Resolution shall take effect immediately.

**ADOPTED** by the Governing Body this 22nd day of January, 2019.

**SIGNED** by the Mayor this 22nd day of January, 2019.

  
\_\_\_\_\_  
Mayor

**ATTEST:**

Emil Vanant  
City Clerk

(SEAL)



**APPROVED AS TO FORM:**

[Signature]  
City Attorney



**2019 LOCAL AND COLLECTOR STREET MILL AND OVERLAY PROJECT  
PN 3-P-006-19**

| <b>STREET</b>             | <b>FROM/TO</b>                                |
|---------------------------|---|
| West 145th Street         | Darnell to Black Bob                          |
| South Darnell Street      | 143rd Street to 145th Street                  |
| West 144th Terrace        | Darnell to West End Cul-de-sac                |
| South Alden Street        | 149th Terrace to 151st Street                 |
| West 147th Street         | Black Bob to Alden                            |
| West 149th Street         | Black Bob to Alden                            |
| West 149th Terrace        | 150th Street to Alden                         |
| West 149th Court          | 149th Street to East End Cul-de-sac           |
| West 150th Street         | Black Bob to 150th Place                      |
| West 150th Place          | Alden to 150th Terrace                        |
| West 150th Terrace        | Black Bob to 151st Street                     |
| South Alden Street        | 147th Street to 149th Street                  |
| West 149th Street         | 149th Street to North End Cul-de-sac          |
| West 147th Street         | 147th Street to Northwest End Cul-de-sac      |
| South Peppermill Court    | 147th Street to North End Cul-de-sac          |
| West Peppermill Drive     | Black Bob to Alden                            |
| West Peppermill Drive     | Peppermill to Southeast End Cul-de-sac        |
| East Jamestown Drive      | Mur-Len to Lindenwood                         |
| East Sheridan Bridge Lane | Lindenwood to Mur-Len                         |
| East Sleepy Hollow Drive  | Mur-Len to Lindenwood                         |
| East Stratford Road       | Mur-Len to Lindenwood                         |
| East Sunvale Drive        | Mur-Len to Lindenwood                         |
| East 144th Street         | Mur-Len to Kenwood                            |
| East 144th Street         | 144th Street to North End Cul-de-sac          |
| East 144th Terrace        | Mur-Len to Kenwood                            |
| East Frontier Lane        | Frontier to North End Cul-de-sac              |
| East 144th Street         | 144th Street to North End Cul-de-sac          |
| South Lindenwood Drive    | Lindenwood to East End Cul-de-sac             |
| South Lindenwood Drive    | Lindenwood to East End Cul-de-sac             |
| South Lindenwood Drive    | Lindenwood to East End Cul-de-sac             |
| South Lindenwood Drive    | Lindenwood to East End Cul-de-sac             |
| South Kenwood Street      | Sheridan to Stratford                         |
| South Kenwood Street      | Sleepy Hollow to Stratford                    |
| East Frontier Lane        | Jamestown to Sleepy Hollow                    |
| South Lindenwood Drive    | 151st Street to 2681ft North                  |
| South Lindenwood Drive    | 2681 ft North of 151st Street to 143rd Street |

East Frontier Lane  
East Pawnee Drive  
West 149th Street  
South Valley Road  
West 149th Street

Lindenwood to Jamestown  
Lindenwood to West End Parking Lot  
Lone Elm to Valley  
151st Street to 149th Street  
Valley to East End Dead End

## 2019 ALTERNATE STREETS

| STREET                  | FROM/TO                                      |
|-------------------------|--|
| West Sheridan Street    | Parker to Troost                             |
| West Sheridan Street    | Troost to Grant                              |
| South Sherman Avenue    | Oak to Sheridan                              |
| South Sherman Avenue    | Sheridan to Wabash                           |
| South Troost Street     | Sheridan to Dennis                           |
| South Troost Street     | Sheridan to Troost                           |
| West Larkspur Place     | Honeysuckle to Troost                        |
| South Lee Avenue        | Sheridan to Wabash                           |
| West Little Street      | Grant to Lee                                 |
| West Wabash Street      | Troost to Grant                              |
| South Troost Street     | Edgemere to Wabash                           |
| South Weaver Street     | Oak to Dennis                                |
| South Weaver Street     | Sheridan to Oak                              |
| South Edgemere Court    | Honeysuckle to Southwest End Cul-de-sac      |
| South Edgemere Drive    | Sheridan to Edgemere Court                   |
| South Edgemere Drive    | Sheridan to Wabash                           |
| South Edgemere Drive    | Edgemere Court to Troost                     |
| West Oak Street         | Troost to Grant                              |
| West Poor Street        | Weaver to Grant                              |
| South Grant Street      | Dennis to Sheridan                           |
| South Grant Street      | Sheridan to Elm                              |
| South Grant Terrace     | Sheridan to Grant                            |
| West Hershey Street     | Troost to Lee                                |
| South Honeysuckle Drive | Sheridan to Troost                           |
| South Honeysuckle Drive | Troost to Sheridan                           |
| West 120th Terrace      | Woodland to Cherry                           |
| West 121st Lane         | Walnut to Woodland                           |
| West 122nd Terrace      | Woodland to West End Cul-de-sac              |
| South Cherry Lane       | 121st Lane to 120th Terrace                  |
| South Chestnut Street   | 121st Lane to 122nd Terrace                  |
| South Walnut Street     | North End Cul-de-sac to South End Cul-de-sac |
| South Water Street      | 121st Lane to North End Cul-de-sac           |

**HEATHERSTONE AND BRADFORD FALLS  
LOCAL AND COLLECTOR STREET MILL AND OVERLAY PROJECT STREETS  
PN 3-P-008-19**

| <b>STREET</b>          | <b>FROM/TO</b>                                       |
|------------------------|--|
| South Shannan Lane     | 123rd Street to North End Dead End                   |
| West 123rd Street      | Rene Street to South End Cul-de-sac                  |
| South Summit Street    | 123rd Street to East End Cul-de-sac                  |
| South Acuff Lane       | 121st Lane to North End Cul-de-sac                   |
| South Albervan Street  | 123rd Street to 122nd Street                         |
| South Alcan Street     | 122nd Street to North End Dead End                   |
| West 120th Street      | Rene to Hagan  |
| West 120th Street      | 123rd Street to East End Dead End                    |
| West 120th Street      | 120th Street to North End Cul-de-sac                 |
| West 120th Terrace     | Hallet to West End Cul-de-sac                        |
| West 120th Terrace     | 123rd Street to West End Cul-de-sac                  |
| West 121st Street      | Rene to Greenwood                                    |
| West 121st Street      | 123rd Street to West End Cul-de-sac                  |
| West 121st Terrace     | Shannan to Alcan                                     |
| West 121st Terrace     | Greenwood to Hagan                                   |
| West 121st Terrace     | Northwest End Cul-de-sac to Southeast End Cul-de-sac |
| West 121st Terrace     | 123rd Street to Northwest End Cul-de-sac             |
| West 121st Lane        | Greenwood to Acuff                                   |
| West 122nd Street      | Shannan to Greenwood                                 |
| West 122nd Terrace     | Hagan to West End Cul-de-sac                         |
| West 123rd Terrace     | Gallery to West End Cul-de-sac                       |
| South Greenwood Street | Northeast End Cul-de-sac to Southwest End Cul-de-sac |
| West 124th Street      | Gallery to West End Cul-de-sac                       |
| West 124th Terrace     | Greenwood to East End Cul-de-sac                     |
| West 125th Street      | Hallet to Gallery                                    |
| South Summit Street    | 123rd Street to West End Cul-de-sac                  |
| South Hagan Street     | Hagan Street to West End Cul-de-sac                  |
| West 121st Terrace     | 121st Terrace to South End Cul-de-sac                |
| South Greenwood Street | Greenwood to West End Cul-de-sac                     |
| South Cottonwood Drive | 119th Street to 120th Street                         |
| South Widmer Street    | 121st Terrace to 123rd Street                        |
| South Mullen Road      | 123rd Street to Shannan                              |
| South Gallery Street   | 125th Street to 123rd Street                         |
| South Greenwood Street | 123rd Street to 125th Street                         |
| South Greenwood Street | 119th Street to 123rd Street                         |

|                      |  |
|----------------------|--|
| South Hagan Street   | Greenwood to Greenwood                       |
| South Hagan Street   | 123rd Street to North End                    |
| South Hallet Street  | 120th Street to 121st Street                 |
| South Hallet Street  | 120th Street to North End Cul-de-sac         |
| South Hallet Street  | 125th Street to North End Cul-de-sac         |
| South Rene Street    | 119th Street to 123rd Street                 |
| South Rene Street    | Rene to Northwest End Cul-de-sac             |
| South Summit Street  | North End Cul-de-sac to South End Cul-de-sac |
| South Summit Street  | 131st Street to North End Cul-de-sac         |
| South Summit Street  | 131st Street to South End Cul-de-sac         |
| West 128th Street    | Gallery to Greenwood                         |
| West 129th Street    | Pflumm to Widmer                             |
| West 129th Street    | Widmer to Rene                               |
| West 129th Terrace   | Widmer to Northwest End Cul-de-sac           |
| West 129th Circle    | Widmer to West End Cul-de-sac                |
| West 129th Place     | 129th Street to West End Cul-de-sac          |
| West 131st Street    | Pflumm to Widmer                             |
| West 127th Terrace   | Gallery to West End Cul-de-sac               |
| South Widmer Street  | 130th Terrace to 775' North                  |
| South Widmer Street  | Widmer to West End Cul-de-sac                |
| South Widmer Street  | Widmer to Northeast End Cul-de-sac           |
| South Widmer Street  | Rene to 775' North of 130th Terrace          |
| South Gallery Street | 127th Street to 128th Street                 |
| South Hagan Street   | 128th Street to North End Cul-de-sac         |
| South Hagan Street   | 128th to Greenwood                           |
| South Hallet Street  | Gallery to Northwest End Cul-de-sac          |
| South Hagan Court    | Gallery to Northwest End Cul-de-sac          |
| South Rene Street    | 127th Street to 129th Street                 |

**2019 MAQS MICRO SURFACE PROJECT  
PN 3-P-007-19**

| <b>STREET NAME</b>     | <b>FROM/TO</b>                                |
|------------------------|---|
| South Seminole Drive   | 123rd Terrace to South End Cul-de-sac         |
| South Shadow Circle    | Valley Parkway to Pavement Change             |
| South Shadow Circle    | Shadow Circle to North End Cul-de-sac         |
| South Shadow Circle    | Shadow Circle to North End Cul-de-sac         |
| South Shadow Circle    | Shadow Circle to both North End Cul-de-sacs   |
| South Shadow Circle    | Shadow Circle to North End Cul-de-sac         |
| South Shadow Circle    | Shadow Circle to South End Cul-de-sac         |
| West Sheridan Street   | Hedge Lane to West End Dead End               |
| South Stagecoach Drive | 151st Street to 155th Street                  |
| East Johnston Street   | Parkway to Nelson                             |
| East Johnston Circle   | Nelson to East End Cul-de-sac                 |
| South Sycamore Street  | 123rd Street to North End Cul-de-sac          |
| West 108th Terrace     | 109th Street to Northwest End Cul-de-sac      |
| West 109th Street      | Cedar Niles Circle to East End Cul-de-sac     |
| West 109th Street      | Cedar Niles Circle to West End Cul-de-sac     |
| West 109th Terrace     | Cedar Niles Circle to South End Cul-de-sac    |
| West 110th Terrace     | Cedar Niles to Southwest End Cul-de-sac       |
| West 110th Terrace     | 110th Terrace to South End Cul-de-sac         |
| West 111th Terrace     | Cedar Niles Boulevard to Southwest Cul-de-sac |
| West 113th Terrace     | Woodland to West End Cul-de-sac               |
| West 114th Terrace     | Woodland to West End Cul-de-sac               |
| West 123rd Street      | Strang Line to Arapaho                        |
| West 123rd Terrace     | Arapaho to Ortega                             |
| West 124th Terrace     | Blackfoot to West End Cul-de-sac              |
| West 123rd Street      | 123rd Street to North End Cul-de-sac          |
| West 123rd Street      | 123rd to North End Cul-de-sac                 |
| West 123rd Street      | 123rd to South End Cul-de-sac                 |
| West 123rd Street      | 123rd to South End Cul-de-sac                 |
| West 125th Street      | Arapaho to West End Cul-de-sac                |
| West 125th Street      | Blackfoot to West End Cul-de-sac              |
| West 125th Street      | Black Bob to Ortega                           |
| West 123rd Street      | 123rd Street to North End Cul-de-sac          |
| West 123rd Street      | 123rd Street to North End Cul-de-sac          |
| West 123rd Street      | 123rd Street to South End Cul-de-sac          |
| West 125th Terrace     | Arapaho to East End Cul-de-sac                |
| West 125th Terrace     | Arapaho to West End Cul-de-sac                |

|                          |                                       |
|--------------------------|---------------------------------------|
| West 126th Street        | Blackfoot to West End Cul-de-sac      |
| West 126th Street        | Arapaho to West End Cul-de-sac        |
| South Arapaho Drive      | 127th Street to 123rd Street          |
| West 126th Terrace       | Blackfoot to West End Cul-de-sac      |
| West 126th Terrace       | Arapaho to West End Cul-de-sac        |
| South Avalon Street      | 151st Street to South End Cul-de-sac  |
| West 141st Street        | Cedar Niles East End Dead End         |
| West 141st Terrace       | 141st Street to Landon                |
| West 141st Court         | 141st Terrace to 141st Terrace        |
| West 142nd Court         | Landon to Southeast End Cul-de-sac    |
| West 142nd Terrace       | Landon to West End Dead End           |
| West 143rd Terrace       | Quivira to West End Cul-de-sac        |
| West 147th Street        | Quivira to West End Dead End          |
| West 146th Street        | Caenen to West End Dead End           |
| South Cedar Niles Circle | Cedar Niles to East End Cul-de-sac    |
| West 148th Street        | Quivira to East End City Limit        |
| West 148th Street        | Quivira to Rosehill                   |
| West 149th Street        | Quivira to 148th Street               |
| West 149th Street        | Quivira to 148th Street               |
| West 150th Street        | Lakeshore to Lakestone                |
| West 150th Terrace       | Rosehill to Caenen                    |
| South Caenen Lane        | 148th Street to North Pavement Change |
| South Caenen Lane        | 146th Street to North Pavement Change |
| North Cooper Street      | Harold to 125th Terrace               |
| South Mesquite Street    | Elm to North End Cul-de-sac           |
| West Elm Street          | Elm to North End Cul-de-sac           |
| West 150th Circle        | 150th Terrace to Caenen               |
| West 151st Street        | Old 56 Highway to New Century Parkway |
| East 151st Terrace       | Avalon to Stagecoach                  |
| East 152nd Street        | Ridgeview to Avalon                   |
| East 152nd Terrace       | Ridgeview to Avalon                   |
| East 153rd Street        | Ridgeview to Stagecoach               |
| East 153rd Terrace       | Lindenwood to Central                 |
| East 154th Street        | Ridgeview to 153rd Terrace            |
| East 154th Terrace       | Central to Lennox                     |
| East 155th Street        | Stagecoach to Central                 |
| South Lennox Drive       | Lennox to East End Cul-de-sac         |
| East 154th Street        | 154th Street to North End Cul-de-sac  |
| South Twilight Lane      | 125th Street to Ellsworth             |
| South Stonecrest Road    | Persimmon to Southwest End Dead End   |
| South Pascal Street      | 141st Terrace to North End Dead End   |
| South Landon Street      | 143rd to North End Dead End           |
| South Archer Street      | 141st Street to North End Dead End    |

|                          |  |
|--------------------------|--|
| West Concord Drive       | Persimmon to Canyon                            |
| West Loula Street        | Persimmon to Canyon                            |
| West Park Street         | Pinon to West End Dead End                     |
| West Park Street         | Pinon to Canyon                                |
| West Park Street         | Canyon to Park Street Cul-de-sac               |
| West Park Street         | Persimmon to Park Street Cul-de-sac            |
| North Pinon Street       | Elm to Dartmouth                               |
| West Park Street         | Park to North End Cul-de-sac                   |
| West Loula Street        | Persimmon to Canyon                            |
| West Concord Drive       | Persimmon to Canyon                            |
| West Elm Street          | Pinon to Singletree                            |
| West Dartmouth Street    | Pinon to West End Dead End                     |
| West Dartmouth Street    | Pinon to East End Cul-de-sac                   |
| South Blackfoot Drive    | 123rd Terrace to 125th Terrace                 |
| South Blackfoot Drive    | 127th Street to 125th Terrace                  |
| West Greentree Court     | Greentree to Northwest End Cul-de-sac          |
| West 110th Terrace       | 110th Terrace to North End Cul-de-sac          |
| North Buchanan Street    | Harold to Piatt                                |
| West 145th Street        | Caenen to West End Cul-de-sac                  |
| North Van Mar Drive      | Harold to Purdom                               |
| South Lakeshore Drive    | Dennis to 151st Street                         |
| South Lakestone Court    | 150th Street to South End Dead End             |
| South Lakestone Drive    | North End Cul-de-sac to South End Dead End     |
| East Layton Drive        | Cooper to Nelson                               |
| East Layton Drive        | Van Mar to Walker                              |
| East 154th Terrace       | 153rd Terrace to Lennox                        |
| South Lennox Drive       | 151st Street to 153rd Street                   |
| South Lennox Drive       | 154th Terrace to 155th Street                  |
| South Caenen Lane        | Rosehill to West End Dead End                  |
| South Caenen Lane        | Rosehill to 148th Street                       |
| South Caenen Lane        | 146th Street to South Pavement Change          |
| South Caenen Lane        | 143rd Street to South Pavement Change          |
| South Caenen Lane        | 150th Terrace to 151st Street                  |
| South Caenen Lane        | Caenen to West End Cul-de-sac                  |
| South Cedar Niles Circle | South of 108th Street to East of Glenview Lane |
| South Central Street     | 153rd Terrace to 155th Street                  |
| South Persimmon Drive    | Persimmon to East End Cul-de-sac               |
| South Persimmon Drive    | Persimmon to West End Cul-de-sac               |
| South Persimmon Drive    | Persimmon Drive to East End Cul-de-sac         |
| West Grace Street        | Grace to Northwest End Cul-de-sac              |
| North Church Street      | Santa Fe to Kansas City Road                   |
| South Clairborne Road    | 151st Terrace to Avalon                        |
| North Cooper Street      | Northview to Harold                            |



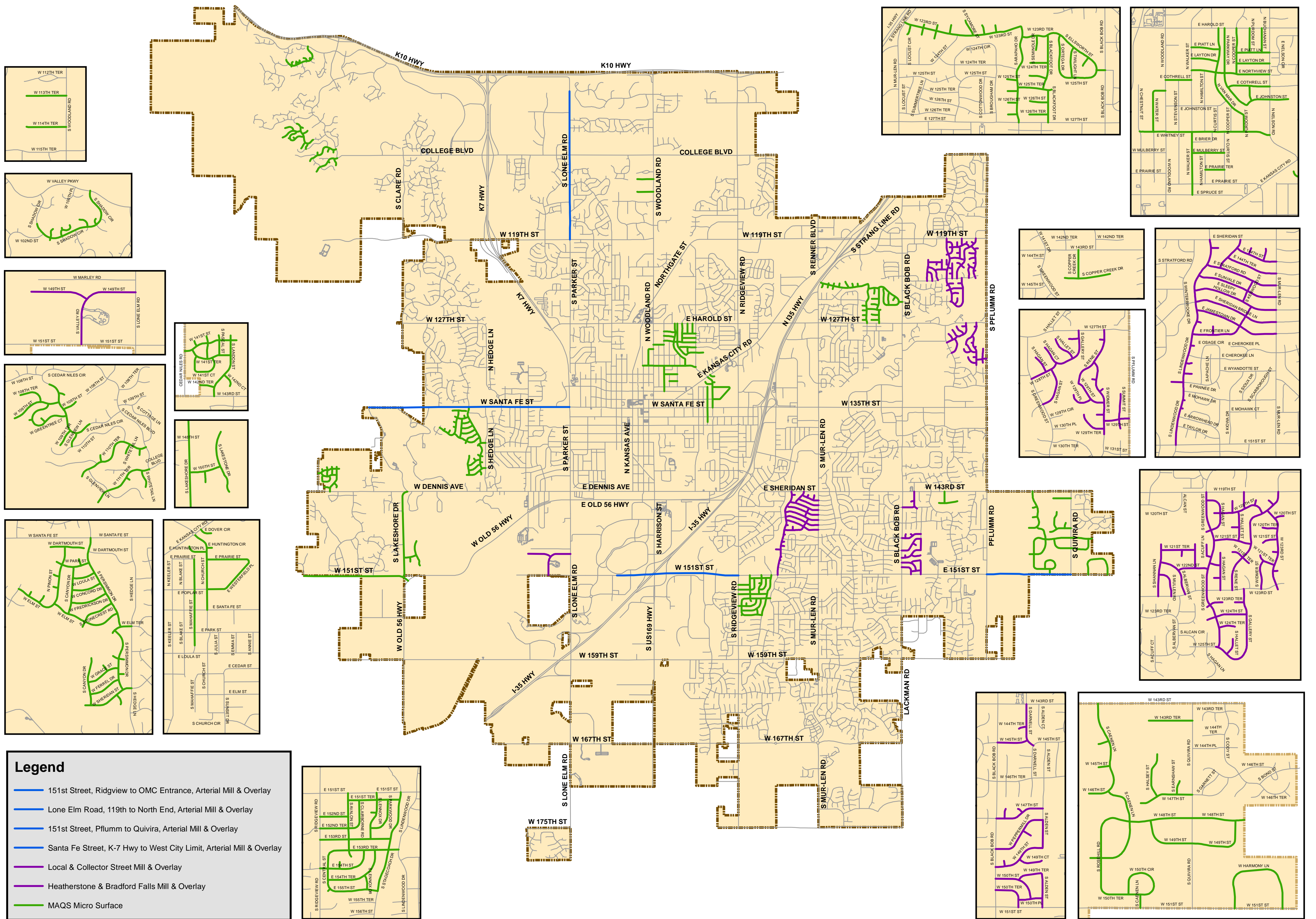
|                          |   |
|--------------------------|---|
| South Copper Creek Drive | 143rd Street to Copper Creek Drive            |
| South Copper Creek Drive | East End Cul-de-sac to West End Cul-de-sac    |
| East Cothrell Street     | Nelson to Parkway Drive                       |
| East Cothrell Street     | Walker to Woodland                            |
| North Walker Street      | Whitney to Spruce                             |
| North Walker Street      | Woodland to Whitney                           |
| East Westerfield Place   | Poplar to Prairie                             |
| East Whitney Street      | Woodland to Chestnut                          |
| East Whitney Street      | Woodland to Nelson                            |
| South Whitetail Lane     | 110th Terrace to Southwest End Cul-de-sac     |
| South Whitetail Lane     | 111th Terrace to South End Cul-de-sac         |
| North Mahaffie Street    | Santa Fe to Prairie                           |
| South Mahaffie Street    | Santa Fe to South Pavement Change             |
| East Mulberry Street     | Walker to Curtis                              |
| East Dover Circle        | Kansas City Road to Southeast End Cul-de-sac  |
| South Earnshaw Street    | 147th Street to North End Dead End            |
| East Northview Street    | Nelson to Walker                              |
| West Ellsworth Court     | Ellsworth to Southwest End Cul-de-sac         |
| South Ellsworth Street   | Ortega to 125th Street                        |
| West Elm Street          | Persimmon to West End Dead End                |
| West Elm Terrace         | Hedge to Southwest End Dead End               |
| South Canyon Drive       | Pavement Change North of Concord to North End |
| South Canyon Drive       | Elm to North End Dead End                     |
| South Canyon Drive       | Sheridan to North End Cul-de-sac              |
| South Ortega Drive       | 125th Street to Elsworth                      |
| West Ferrel Drive        | Persimmon to Canyon                           |
| West Fredrickson Drive   | Persimmon to Canyon                           |
| North Parkway Drive      | Harold to Johnston                            |
| South Parkwood Drive     | 151st Terrace to Lennox                       |
| South Persimmon Drive    | Santa Fe to Persimmon                         |
| East Piatt Lane          | Walker to Van Mar                             |
| East Piatt Lane          | Cooper to Nelson                              |
| East Poplar Street       | Church to Westerfield                         |
| East Prairie Street      | Church to Westerfield                         |
| East Prairie Terrace     | Hamilton to Curtis                            |
| North Purdom Street      | Whitney to Van Mar                            |
| North Purdom Street      | Harold to Piatt                               |
| North Purdom Street      | Cothrell to Johnston                          |
| South Persimmon Drive    | Persimmon to Elm                              |
| South Persimmon Drive    | Sheridan to Elm Terrace                       |
| South Persimmon Drive    | Sheridan to South End Cul-de-sac              |
| South Glenview Lane      | 110th Street to Cedar Niles                   |
| West Grace Street        | Persimmon to Canyon                           |

|                        |  |
|------------------------|--|
| West Greentree Court   | Cedar Niles Circle to 109th Street             |
| South Halsey Street    | 147th Street to North End Dead End             |
| West Harmony Lane      | 151st Street to 151st Street                   |
| East Huntington Circle | Church to East End Cul-de-sac                  |
| East Huntington Place  | Church to Northwest End Cul-de-sac             |
| South Rosehill Road    | 150th Terrace to 148th Street                  |
| South Inverness Street | 141st Street to North End Cul-de-sac           |
| South Inverness Street | 141st Street to 141st Terrace                  |
| South Shadow Circle    | North Pavement Change to South Pavement Change |

**2019 MAQS MICRO SURFACE PROJECT, PN 3-P-007-19**  
**ALTERNATE STREETS**

| <b>STREET NAME</b>      | <b>FROM/TO</b>                               |
|-------------------------|--|
| South Summertree Circle | 124th Street to North End Cul-de-sac         |
| South Summertree Lane   | 125th Street to 126th Terrace                |
| South Sycamore Street   | 125th Street to 127th Street                 |
| West 124th Street       | Mur-Len to 123rd Street                      |
| West 124th Terrace      | Arapaho to West End Cul-de-sac               |
| West 124th Circle       | Sycamore to Brougham                         |
| West 124th Circle       | 124th Circle to South End Cul-de-sac         |
| West 124th Circle       | 124th Circle to South End Cul-de-sac         |
| West 125th Street       | Mur-Len to Sycamore                          |
| West 125th Street       | Sycamore to Brougham                         |
| West 125th Circle       | 125th Street to North End Cul-de-sac         |
| West 125th Terrace      | Sycamore to East End Cul-de-sac              |
| West 125th Terrace      | Sycamore to Summertree                       |
| West 125th Place        | Sycamore to Cottonwood                       |
| West 125th Court        | North End Cul-de-sac to South End Cul-de-sac |
| West 126th Street       | Brougham to Sycamore                         |
| West 126th Street       | Sycamore to Summertree                       |
| West 126th Terrace      | Mur-Len to Sycamore                          |
| South Brougham Drive    | 124th Terrace to 127th Street                |
| South Locust Circle     | 124th Street to North End Cul-de-sac         |
| South Locust Street     | 125th Street to 126th Terrace                |
| South Cottonwood Drive  | 125th Street to 126th Street                 |
| South Sycamore Street   | 125th Street to 124th Terrace                |

# 2019 Street Preservation Program Location Map





# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Agreement with KDOT to fund construction of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

**ITEM DESCRIPTION:**

Consideration of Agreement No. 10-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

**SUMMARY:**

This agreement defines the responsibility of both the City of Olathe and KDOT in connection with the construction of the Lone Elm Road, Old 56 Highway to 151<sup>st</sup> Street, Improvements Project. This agreement provides Surface Transportation program (STP) funding for 80% of the participating project costs up to a maximum of \$3,785,000.

This project will improve Lone Elm Road to a four-lane arterial section between Old 56 Highway and 151<sup>st</sup> Street along with geometric improvements at the intersection of Lone Elm Road and Old 56 Highway. Improvements will include storm sewer, street lights, on-street bike lanes, landscaping and sidewalks. Also included in this project will be modifications to the existing bridge over the railroad to provide pedestrian access.

The estimated cost for the overall project is \$19,460,000. This includes preliminary and final design, land acquisition, utility coordination and relocation, staff time, construction and construction inspection.

The project is currently in the design and land acquisition phases with utility relocations scheduled to begin in late Summer 2019. Construction is tentatively scheduled for 2020.

---

**FINANCIAL IMPACT:**

Funding for the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

|              |                     |
|--------------|---------------------|
| GO Bonds     | \$13,675,000        |
| CARS         | \$ 2,000,000        |
| STP          | \$ 3,785,000        |
| <b>Total</b> | <b>\$19,460,000</b> |

---

**ACTION NEEDED:**

Approval of Agreement No. 10-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

---

**MEETING DATE:** 4/2/2019

---

**ATTACHMENT(S):**

A: KDOT Agreement No. 10-18

B: Project Fact Sheet

C: Project Location Map



PROJECT NO. 07-46 N-0666-01  
STP-N066(601)  
ROADWAY RECONSTRUCTION  
CITY OF OLATHE, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Olathe, Kansas** (“City”), collectively, the “Parties.”

### RECITALS:

- A. The City has requested and Secretary has authorized a reconstruction project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.
- C. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

## ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Olathe, Kansas, with its place of business at 100 E. Santa Fe. Street, Olathe, KS 66061.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.



17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **reconstructing to a four-lane arterial with curb and gutter, lighting, signals, sidewalks, bike lanes and bridge widening on Lone Elm Road from Old 56 Highway/K-7 to 151<sup>st</sup> Street in Olathe, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.
2. **Payment of Costs.** The Secretary agrees to reimburse the City for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$3,785,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction

Contingency Items) and Construction Engineering that exceed \$4,731,250.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

### ARTICLE III

#### CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the current version of the City's approved City of Olathe LPA Project Procedures Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the City's approved The Olathe Projects and Procedures Manual, and the current version of the City's current specifications, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

6. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 5 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

7. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 5 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 5 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

9. **Prevailing Wages.** The City will require the Contractor to pay prevailing wages. The City will incorporate into the Construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

10. **Required Construction Contract Provisions.** The City will obtain the mandatory Required Contract Provisions from KDOT's Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

11. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further

agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally Deleted.

17. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be

installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City's approved of the Olathe Projects and Procedures Manual. Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) By City personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

22. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-

day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Entrance Control.** The City will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

26. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

27. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$4,731,250.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the



costs of all Construction Contingency Items) and Construction Engineering that exceed \$4,731,250.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

28. **Cap Amount for Project Costs.** The City agrees that the “Not to Exceed” dollar amount above is subject to change as listed in the City’s MPO’s Transportation Improvement Plan (“TIP”). Final “Not to Exceed” dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the “Not to Exceed” amounts will be documented through a supplemental agreement.

29. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

30. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report (“Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

31. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

32. **Organizational Registration Requirements.**

(d) **Dun & Bradstreet.** If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(e) **System for Award Management.** The City agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

33. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

3. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF OLATHE, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Burt Morey, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



**Project Fact Sheet**  
**Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>,**  
**Improvements Project**  
**3-C-084-17**  
**April 2, 2019**

Attachment B

**Project Manager:** Beth Wright / Therese Vink

**Description:** This project will improve Lone Elm Road to a four-lane arterial section between Old 56 Highway and 151<sup>st</sup> Street along with geometric improvements at the intersection of Lone Elm Road and Old 56 Highway. Improvements will include storm sewer, street lights, on-street bike lanes, landscaping and sidewalks. Also included in this project will be modifications to the existing bridge over the railroad to provide pedestrian access.

**Justification:** This project is needed to address the additional capacity needs in the area.

**Comments:** The project has been selected to receive federal funding (STP) for construction in 2020.

| <b>Schedule:</b>               | <b>Item</b>          | <b>Date</b>           |
|--------------------------------|----------------------|-----------------------|
| Design:                        | RFQ                  | 08/22/2017            |
|                                | Consultant Selection | 11/07/2017            |
|                                | Land Acquisition     | 07/01/2019 - Estimate |
|                                | Final Design         | 10/01/2019 - Estimate |
|                                | Utility Relocations  | 12/31/2019 - Estimate |
|                                |                      |                       |
| <b>Council Actions:</b>        | <b>Date</b>          | <b>Amount</b>         |
| Project Authorization (Design) | 11/07/2017           | \$1,500,000           |
| PSA with HDR                   | 11/07/2017           | \$1,052,500           |
| Discussion/Presentation        | 09/04/2018           | N/A                   |
| Project Authorization          | 09/18/2018           | \$19,460,000          |
| KDOT Agreement                 | 04/02/2019           | \$3,785,000           |
| Supplemental No. 3             | 04/02/2019           | \$86,561              |
|                                |                      |                       |
| <b>Funding Sources:</b>        | <b>Amount</b>        | <b>CIP Year</b>       |
| GO Bonds                       | \$13,675,000         | 2021                  |
| STP                            | \$3,785,000          | 2020                  |
| CARS                           | \$2,000,000          | 2020                  |
|                                |                      |                       |
| <b>Expenditures:</b>           | <b>Budget</b>        | <b>Amount to Date</b> |
| Design                         | \$1,500,000          | \$724,345             |
| Land Acquisition               | \$1,500,000          | \$31,500              |
| Staff                          | \$200,000            | \$26,152              |
| Construction                   | \$11,310,000         | \$0                   |
| Utilities                      | \$1,500,000          | \$0                   |
| Inspection                     | \$250,000            | \$0                   |
| Inflation                      | \$1,000,000          | \$0                   |
| Contingency                    | \$2,200,000          | \$11                  |
| <b>Total</b>                   | <b>\$19,460,000</b>  | <b>\$782,008</b>      |



# Lone Elm Road; Old 56 Highway to 151st St PN 3-C-084-17







# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Supplemental Agreement with HDR for design of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

**ITEM DESCRIPTION:**

Consideration of Supplemental Agreement No. 3 with HDR Engineering, Inc. for design of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

**SUMMARY:**

This project is in place to address capacity and safety concerns in this area.

This project will improve Lone Elm Road to a four-lane arterial section between Old 56 Highway and 151<sup>st</sup> Street along with geometric improvements at the intersection of Lone Elm Road and Old 56 Highway. Improvements will include storm sewer, street lights, on-street bike lanes, landscaping and sidewalks. Also included in this project will be modifications to the existing bridge over the railroad to provide pedestrian access.

The original Professional Services Agreement with HDR Engineering, Inc. (HDR) was approved by the City Council on November 7, 2017 and provided design services for the widening of Lone Elm Road to a 4-lane divided arterial. Additional supplemental agreements have been approved to accommodate the design of the displaced left turn (DLT) intersection at Old 56 Highway and Lone Elm Road.

This Supplemental Agreement No. 3 provides for additional design services for the preparation of load ratings for the existing bridge, requested by KDOT during the field check meeting, and the design of sidewalk along Old 56 Highway from Lone Elm to Robinson Street. The total fee for the additional professional services provided with Supplemental Agreement No. 3 is \$86,561, which raises the total fees for all services provided under the Agreement from \$1,151,355 to \$1,237,916.

The project is currently in the design and land acquisition phases with utility relocations scheduled to begin in late Summer 2019. Construction is tentatively scheduled for 2020.

---

**FINANCIAL IMPACT:**

Funding for the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

|              |                     |
|--------------|---------------------|
| GO Bonds     | \$13,675,000        |
| CARS         | \$ 2,000,000        |
| STP          | \$ 3,785,000        |
| <b>Total</b> | <b>\$19,460,000</b> |

---

---

**MEETING DATE:** 4/2/2019

---

**ACTION NEEDED:**

Approval of Supplemental Agreement No. 3 with HDR Engineering, Inc. for design of the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, Improvements Project, PN 3-C-084-17.

---

**ATTACHMENT(S):**

- A: Supplemental Agreement No. 3
- B: Project Fact Sheet
- C: Project Location Map

**SUPPLEMENTAL AGREEMENT NO. 3  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Olathe, hereinafter referred to as the "City", and HDR Engineering Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated November 7, 2017 ("the Agreement"), FOR Professional Services Agreement for the Lone Elm Road, Old 56 Highway to 151<sup>st</sup> Street Improvements Project; **3-C-084-17** hereinafter referred to as the "Project"; and

WHEREAS, PARAGRAPH/SECTION B – Services Beyond the Scope of Services of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 3 between the parties heretofore is to provide Additional Professional Services for the design and construction plans for sidewalk on the south side of Old 56 Highway, from Robinson Street to Lone Elm Road, and from Lone Elm Road to Weaver Street for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 3, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 3 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The SERVICES in EXHIBIT B of the Agreement is hereby amended as follows:  
See Exhibit A.

- B. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 3 is \$86,561, which raises the total fee for all services provided under the Agreement from One million, one hundred and fifty one thousand, three hundred and fifty-five dollars (\$1,151,355.00) to One million, two hundred and thirty seven thousand, nine hundred and sixteen dollars (\$1,237,916.00).

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 3, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 3 to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Michael Copeland, Mayor

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

HDR Engineering, Inc.

By:



---

Joseph E. Drimmel, Vice President

4435 Main Street, Suite 1000

Kansas City, MO 64111-1856

## EXHIBIT A

### Description of Services for Supplemental Agreement No. 3

This scope of services includes additional services to the original Design Consultant contract Project No. 3-C-084-17 "Lone Elm Road, Old 56 Highway to 151<sup>st</sup> Street Improvements" executed on November 7<sup>th</sup>, 2017. The additional services include the layout and design of pedestrian sidewalk on the south side of Old 56 Highway, between South Robinson Drive and South Weaver Street. The proposed sidewalk will be located as close to the existing southern right-of-way line on Old 56 Highway. The additional services also include structural/bridge design tasks requested at the Field Check submittal stage and include load rating for the existing bridge, and design of decorative columns as aesthetic features at each of the bridge corners. The additional services are outlined below.

The additional services include:

1. **Addition of sidewalk along Old 56 Highway** – Perform additional field topography survey, determination of property boundaries, and design plans for approximately 2700-ft of sidewalk between Robinson Drive and Lone Elm Road, and approximately 1400-ft of sidewalk between Lone Elm Road and Weaver Street. The survey basemapping and property boundary information from the original project design will need to be supplemented to support the additional sidewalk locations (see Location Map 1).

The sidewalk to be added east of Lone Elm and ending at Weaver Street will be located near edge of, but inside, the existing right-of-way limits. No additional temporary or permanent right-of-way will be required for this section of additional sidewalk.

The sidewalk to be added west of Lone Elm and ending at Robinson will require a brief evaluation for determination of the most feasible location. The two options that HDR will evaluate will be to locate the sidewalk either on the north side or south side of the outer road known as Ott Street. For either option, it is anticipated that each of the 10 parcels of land adjacent to Ott Street (see exhibits) will at least require a temporary construction easement. Each scenario will assume the following:

- *A 5-ft sidewalk (6-ft if located directly adjacent to roadway curb) will be required*
- *New roadside curb will be provided to support the sidewalk*
- *The open ditch between Old 56 Highway and Ott Street will not be disturbed or encroached upon in a manner that reduces capacity.*
- *2-12' lanes will be provided on Ott Street.*

East of the termination of Ott Street and the frontage road, the sidewalk will be located just inside existing right-of-way (not requiring additional temporary easements) and eventually connect to the Lone Elm 8-ft sidewalk on the west side of Lone Elm.

1. **Additional bridge design and structural engineering services** – These services include, as requested by KDOT, load rating for the existing Lone Elm Road Bridge. Also included is the design and construction details for structural aesthetic measures that include four decorative concrete columns at each of the corners of the widened bridge. The original scope assumed "Bridge Load Rating is not included". HDR assumed the KDOT would load rate the bridge. HDR will load rate the bridge using AASHTOWare Software BrR (KDOT Standard). The widened bridge with overhang brackets will be included in the rating. The rating vehicles will be per KDOT requirements for this City Bridge. HDR will provide the City and KDOT rating files in AASHTOWare and a rating summary sealed by a Kansas PE.

The original scope only identified a Decorative Fence Detail sheet. No decorative posts were included in original fee and contract. Decorative concrete posts will be placed at each corner of bridge at outside of sidewalk to transition from the 10' tall fence to the 4'-6" tall fence from the ends of bridge. The concrete posts will follow a format aesthetic style as College Blvd over BNSF and Lone Elm over I-35. Posts will be mounted either to top of abutment beam over existing piling or built on separate stand-alone footings directly behind the abutments. HDR will present the City with a sketch showing two options for the posts, with fence height transition details for review and approval by the City. Final bridge plans will detail the concrete posts.

## **EXHIBIT B**

### **Scope of Services – For Supplemental Agreement No. 3**

This scope of services is intended to prepare preliminary design plans, final construction plans, and construction phase support for the additional design services described in Exhibit A and as described in more detail herein.

Plans shall be formatted according to the City of Olathe Project Procedures Manual. Plans shall be in ENGLISH units.

#### **General Design Requirements**

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the versions (effective as of October 24, 2017) of the following: the City's Project Procedures Manual; KDOT Design Manual, KDOT Bureau of Design's road memorandums; Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Kansas Secretary of Transportation; and the Standard Specifications for State Road and Bridge Construction with Special Provisions. City specific requirements shall govern over other publications if conflicts exist.

#### **Task 1. Preliminary Design Phase**

##### **1.01. General / Project Management**

A. General project and contract management

##### **1.02. Surveying**

A. Survey:

1. Control and Boundary Surveys
2. Field surveys
  - a) Topographic survey of existing surface features within the project limits (~need additional 325-ft for east sidewalk location, and 1500-ft for west sidewalk location)(approximately 50-60-ft in width for the additional length)
  - b) Download and process design surveys
  - c) Add to and update existing surface from surveys
  - d) Land corner records
3. Contact utilities and obtain record facility maps.
4. Coordinate marking of underground utilities (One-Call )

B. Additional Base Information:

1. Obtain Plat information
2. Obtain, Review and Incorporate Ownership Information (Includes up to 10 additional O&E's)
3. Draw existing road right-of-way, property lines and easements

C. Update the Lone Elm project CAD basemapping

##### **1.03 Preliminary Sidewalk Design**

A. Layout preliminary sidewalk horizontal alignment including street and driveway crossings and gaps due to existing parking patterns. Assume consideration and concept layout of south vs. north side of Ott Street may be needed.



- B. Update and Develop sidewalk "model" (and Templates) and construction grading limits. (assume east sidewalk, 1-ft inside right of way line, and following along existing ground)(assume west sidewalk, tied to Ott Street north or south roadside edge by curb)
- C. Locate integral sidewalk retaining walls needed (assume none)
- D. Sidewalk and ADA Curb Ramp Layout (3 street crossings for west sidewalk on Ott Street)
- E. Develop Entrance Horizontal and Vertical Alignments where sidewalk will connect through on Ott Street (assume 5-6 driveways)
  - 1. Make adjustments to profiles during preliminary design to accommodate miscellaneous changes as needed
- F. Storm Sewer Design (For Ott Street sidewalk, and sidewalk matching existing ground to Weaver Street east)
  - 1. Storm structure and pipe layout (assume 2 to 3 pipe crossings and 1 to 2 curb inlets will be needed to accommodate the sidewalk)
  - 2. Storm pipe sizing and hydraulic grade calcs
  - 3. Roadside ditch design and outlet protection
- G. Determine required right-of way, permanent utility easements, and temporary construction easements (ROW only assumed on the Ott Street section. Assume east sidewalk is within existing ROW all the way to Weaver)

#### **1.04 Prepare Field Check Plans**

- A. Survey reference sheet (Update)
- B. Typical Sections
- C. Sidewalk Plan Sheets (assume 20 scale, assume 3 additional sheets on Ott Street, and 2 new sheets east to Weaver)
  - 1. General Information
  - 2. Property Lines and Owner Information
  - 3. Incorporate storm sewer, ditches, pipes for drainage and notes
  - 4. Incorporate boring and core information into plans
  - 5. Removals or DNDs
  - 6. Incorporate Existing and Proposed ROW information
- D. Roadway curb and sidewalk profile sheets
- E. Side Road and Entrance profiles
- F. Construction Special Detail Sheets
- G. Storm Sewer/drainage pipe profiles
- H. Preliminary Traffic control plans
- I. Cross sections at 25'
- J. Develop preliminary quantities and unit costs (for additional sidewalk)

#### **1.05. Meet with City (1 additional meeting)**

#### **1.06. Field Check site review (field review sidewalk with City)**

#### **1.07. Address Field Check review comments and additions**

#### **1.08. Right-of-way and easements**

A. Right-of-way and easement descriptions (assume all properties on Ott Street may require a temporary easement, either from the sidewalk being on the south side of Ott Street, or by the roadway being widened on the south to accommodate the sidewalk addition to the north side of Ott Street).

1. Verify and update O&E reports
2. Legal descriptions (up to 10 tracts)
3. Tract Maps (up to 10 tracts)
4. Revise legals and tract maps per comments or due to project or ownership changes

B. Stake proposed right-of-way and easements for all 10 tracts

## **Task 2. Final Design Phase**

### **2.01. Prepare final plans and specifications for Old 56 Highway sidewalk**

A. Update the existing project layout sheets

B. Typical Sections

C. Roadway Plan Sheets

1. Update General Information
2. Update R/W, Property Lines, Owner Information, Tract Numbers, and Subdivision Titles
3. Update Removals or DNDs
4. Update Existing and Proposed ROW information
5. Add Construction Notes
6. Update Storm Sewer and sidewalk drainage notes

D. Roadway Profile Sheets

E. Storm Sewer profiles

F. Side street, and Entrance profiles

G. Cross sections at 25' (Including updates, annotation, special callouts)

H. Erosion and Sediment control plans and details

I. Standard and special construction details

J. Summary of quantities and recapulation of quantities

### **2.02. Submit Office Check plans for review**

A. Plan modifications based on review comments

### **2.03. Meet with City (up to 2 additional meetings)**

### **2.04 Bridge Design - Additional Services**

A. Per request by KDOT at Field Check Meeting - Prepare load rating for the existing Lone Elm Road bridge over the BNSF

B. Additional bridge aesthetics - Decorative concrete posts at bridge corners. Prepare sketch with 2 options for posts, fence, and transitions.

C. Additional bridge aesthetics - Decorative concrete posts at bridge corners. Prepare final plans and details.

### **Schedule for Services in Supplemental No. 3:**

The Consulting Engineer hereby agrees to maintain the schedule for delivery of Final Bid Plans as agreed to in the original contract dated November 7<sup>th</sup>, 2017.

1. Any right-of-way documents that are required for the Ott Street sidewalk will be completed at the following schedule:
  - 4 weeks from notice to proceed: Survey, title reports, and property boundaries determined
  - 6 weeks from notice to proceed: concept of Ott Street sidewalk submitted to City
  - 8 weeks from notice to proceed: concept of Ott Street selected by City
  - 10 weeks from notice to proceed: Preliminary plans for Ott Street submitted to City
  - 12 weeks from notice to proceed: Preliminary plans for Ott Street approved by City
  - 15 weeks from notice to proceed: ROW documents for Ott Street submitted to the City

Assuming a notice to proceed date of 3/4/2019 for supplemental agreement no. 3, the right-of-way documents for Ott Street will be delivered by June 17, 2019.

The preliminary sidewalk plans will be submitted as part of the "Lone Elm Road" project Office Check plans, which are scheduled for submittal to the City in May 2019. Final bid sidewalk plans will be submitted at the same date of the final bid plans for the overall Lone Elm Road project.

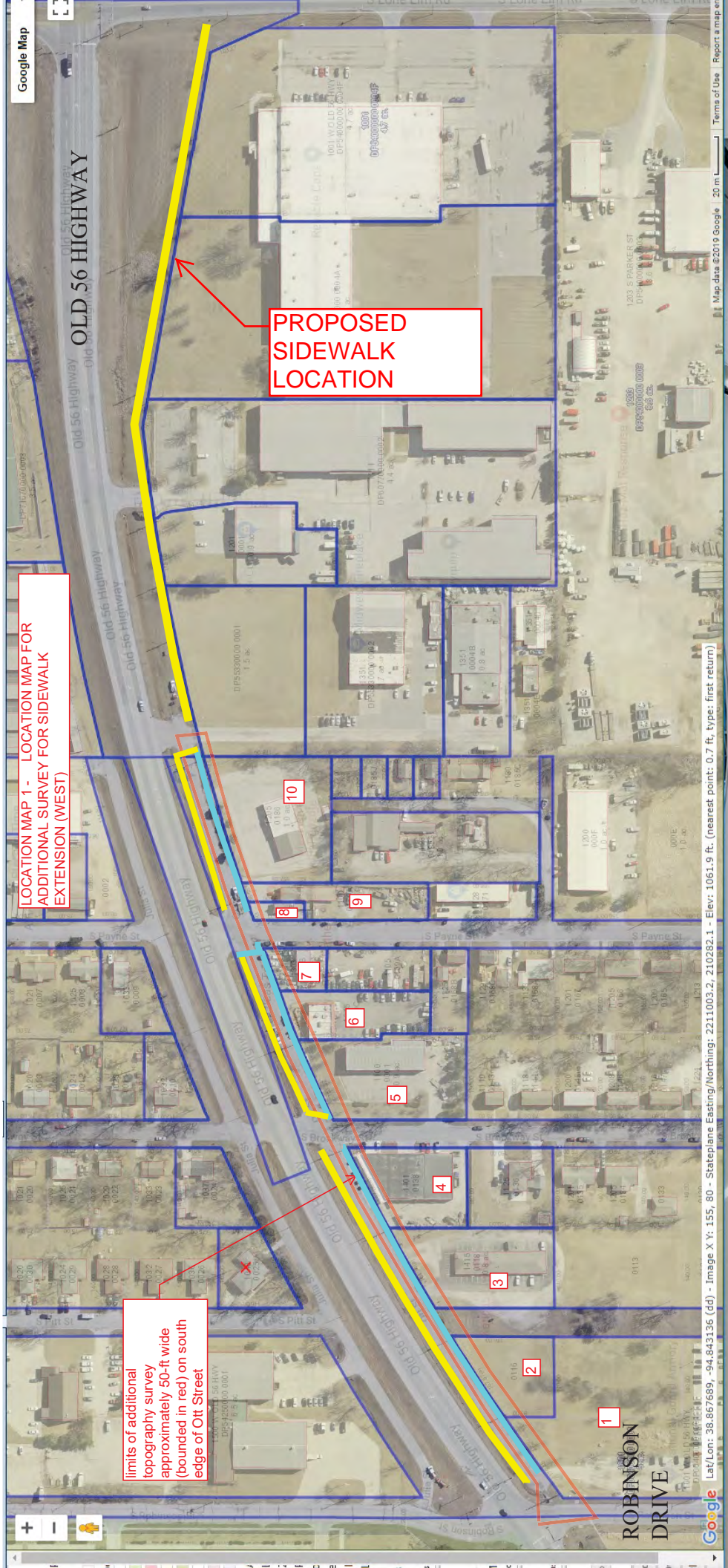
| Item of Work  | Sr. Project Manager | Senior Engineer | Project Engineer | Engineer / Landscape Arch. | CADD / Survey Technician II | Surveyor | CADD / Survey Technician I / Admin. | Total |
|---|---------------------|-----------------|------------------|----------------------------|-----------------------------|----------|-------------------------------------|-------|
| <b>Task 1. Preliminary Design Phase</b>   |                     |                 |                  |                            |                             |          |                                     |       |
| <b>1.01. General / Project Management</b>   |                     |                 |                  |                            |                             |          |                                     |       |
| A. General project and contract management  | 2                   |                 |                  | 2                          |                             |          | 2                                   | 6     |
| <b>1.02. Surveying</b>  |                     |                 |                  |                            |                             |          |                                     | 0     |
| A. Survey:  |                     |                 |                  |                            |                             |          |                                     | 0     |
| 1. Control and Boundary Surveys   |                     |                 |                  |                            | 8                           | 2        | 8                                   | 18    |
| 2. Field surveys  |                     |                 |                  |                            |                             |          |                                     |       |
| a. Topographic survey of existing surface features within the project limits (~need additional 325-ft for east sidewalk location, and 1500-ft for west sidewalk location)(approximately 50-60-ft in width for the additional length)                              |                     |                 |                  |                            | 25                          |          | 25                                  | 50    |
| b. Download and process design surveys  |                     |                 |                  |                            | 2                           | 2        |                                     | 4     |
| c. Add to and update existing surface from surveys  |                     |                 |                  |                            | 1                           | 1        |                                     | 2     |
| d. Land corner records  |                     |                 |                  |                            | 1                           | 1        |                                     | 2     |
| 3. Contact utilities and obtain record facility maps.   |                     |                 |                  | 1                          | 1                           | 1        |                                     | 3     |
| 4. Coordinate marking of underground utilities (One-Call )  |                     |                 |                  |                            |                             | 2        | 2                                   | 4     |
| B. Additional Base Information:   |                     |                 |                  |                            |                             |          |                                     |       |
| 1. Obtain Plat information  |                     |                 |                  |                            |                             | 1        |                                     | 1     |
| 2. Obtain, Review and Incorporate Ownership Information (Includes up to 10 additional O&E's)  |                     |                 |                  |                            | 10                          | 2        |                                     | 12    |
| 3. Draw existing road right-of-way, property lines and easements  |                     |                 |                  |                            | 2                           | 8        |                                     | 10    |
| C. Update the Lone Elm project CAD basemapping  |                     |                 |                  |                            | 4                           | 2        |                                     | 6     |
| <b>1.03 Preliminary Sidewalk Design</b>   |                     |                 |                  |                            |                             |          |                                     |       |
| A. Layout preliminary sidewalk horizontal alignment including street and driveway crossings and gaps due to existing parking patterns. Assume consideration and concept layout of south vs. north side of Ott Street may be needed.                               | 2                   |                 |                  | 20                         |                             |          |                                     | 22    |
| B. Update and Develop sidewalk "model" (and Templates) and construction grading limits. (assume east sidewalk, 1-ft inside right of way line, and following along existing ground)(assume west sidewalk, tied to Ott Street north or south roadside edge by curb) | 1                   |                 | 2                | 12                         | 6                           |          |                                     | 21    |
| C. Locate integral sidewalk retaining walls needed (assume none)  |                     |                 |                  |                            |                             |          |                                     | 0     |
| D. Sidewalk and ADA Curb Ramp Layout (3 street crossings for west sidewalk on Ott Street)   |                     |                 |                  | 4                          | 2                           |          |                                     | 6     |
| E. Develop Entrance Horizontal and Vertical Alignments where sidewalk will connect through on Ott Street (assume 5-6 driveways)   | 1                   |                 | 1                | 8                          | 2                           |          |                                     | 12    |
| 1. Make adjustments to profiles during preliminary design to accommodate miscellaneous changes as needed  |                     |                 |                  | 2                          | 2                           |          |                                     | 4     |
| F. Storm Sewer Design (For Ott Street sidewalk, and sidewalk matching existing ground to Weaver Street east)  |                     |                 |                  |                            |                             |          |                                     |       |
| 1. Storm structure and pipe layout (assume 2 to 3 pipe crossings and 1 to 2 curb inlets will be needed to accommodate the sidewalk)   | 1                   | 1               | 2                | 4                          | 4                           |          |                                     | 12    |
| 2. Storm pipe sizing and hydraulic grade calcs  |                     |                 | 2                | 2                          |                             |          |                                     | 4     |
| 3. Roadside ditch design and outlet protection  |                     |                 | 2                | 2                          |                             |          |                                     | 4     |
| G. Determine required right-of way, permanent utility easements, and temporary construction easements (ROW only assumed on the Ott Street section. Assume east sidewalk is within existing ROW all the way to Weaver)   | 1                   |                 | 2                | 2                          |                             |          |                                     | 5     |
| <b>1.04 Prepare Field Check Plans</b>   |                     |                 |                  |                            |                             |          |                                     |       |
| A. Survey reference sheet (Update)  |                     |                 |                  |                            | 1                           |          |                                     | 1     |
| B. Typical Sections   |                     |                 | 2                | 2                          | 2                           |          |                                     | 6     |

|  |           |          |           |            |            |           |           |                 |
|--|-----------|----------|-----------|------------|------------|-----------|-----------|-----------------|
| C. Sidewalk Plan Sheets (assume 20 scale, assume 3 additional sheets on Ott Street, and 2 new sheets east to Weaver)   |           |          |           |            |            |           |           |                 |
| 1. General Information   |           |          | 1         | 4          | 2          |           |           | 7               |
| 2. Property Lines and Owner Information  |           |          |           | 1          | 2          |           |           | 3               |
| 3. Incorporate storm sewer, ditches, pipes for drainage and notes  |           |          | 1         | 2          | 2          |           |           | 5               |
| 4. Incorporate boring and core information into plans  |           |          |           |            |            |           |           | 0               |
| 5. Removals or DNDs  |           |          |           | 1          | 1          |           |           | 2               |
| 6. Incorporate Existing and Proposed ROW information   |           |          |           | 4          | 2          |           |           | 6               |
| D. Roadway curb and sidewalk profile sheets  | 1         |          | 1         | 4          | 4          |           |           | 10              |
| E. Side Road and Entrance profiles   | 1         |          |           | 4          | 2          |           |           | 7               |
| F. Construction Special Detail Sheets  | 1         |          |           | 4          | 2          |           |           | 7               |
| G. Storm Sewer/drainage pipe profiles  |           | 1        | 2         | 2          | 2          |           |           | 7               |
| H. Preliminary Traffic control plans   | 1         | 1        |           | 6          | 6          |           |           | 14              |
| I. Cross sections at 25'   | 1         |          |           | 6          | 6          |           |           | 13              |
| J. Develop preliminary quantities and unit costs (for additional sidewalk)   | 1         |          | 2         | 12         | 2          |           |           | 17              |
| <b>1.05.</b> Meet with City (1 additional meeting)   | 2         |          |           | 2          |            |           |           | 4               |
| <b>1.06.</b> Field Check site review (field review sidewalk with City)   | 2         |          |           | 2          |            |           |           | 4               |
| <b>1.07.</b> Address Field Check review comments and additions   | 1         |          |           | 4          | 4          |           |           | 9               |
| <b>1.08.</b> Right-of-way and easements  |           |          |           |            |            |           |           |                 |
| A. Right-of-way and easement descriptions (assume all properties on Ott Street may require a temporary easement, either from the sidewalk being on the south side of Ott Street, or by the roadway being widened on the south to accommodate the sidewalk addition to the north side of Ott Street). |           |          |           |            |            |           |           |                 |
| 1. Verify and update O&E reports   |           |          |           |            |            | 2         |           | 2               |
| 2. Legal descriptions (up to 10 tracts)  |           |          |           |            | 10         | 24        |           | 34              |
| 3. Tract Maps (up to 10 tracts)  |           |          |           |            | 24         | 10        |           | 34              |
| 4. Revise legals and tract maps per comments or due to project or ownership changes  |           |          |           |            | 5          | 5         |           | 10              |
| B. Stake proposed right-of-way and easements for all 10 tracts   |           |          |           |            | 6          | 2         | 6         | 14              |
|  |           |          |           |            |            |           |           |                 |
|  |           |          |           |            |            |           |           |                 |
|  |           |          |           |            |            |           |           |                 |
| <b>Subtotal</b>  | <b>19</b> | <b>3</b> | <b>20</b> | <b>119</b> | <b>155</b> | <b>65</b> | <b>43</b> | <b>424</b>      |
| <b>Labor</b>   |           |          |           |            |            |           |           |                 |
| Sr. Project Manager @ \$207.00/hr.   |           |          |           |            |            |           |           | \$3,933         |
| Senior Engineer @ \$180.00 /hr.  |           |          |           |            |            |           |           | \$540           |
| Project Engineer @ \$175.00 /hr.   |           |          |           |            |            |           |           | \$3,500         |
| Engineer / Landscape Arch @ \$105.00 /hr.  |           |          |           |            |            |           |           | \$12,495        |
| CADD / Survey Tech II @ \$100.00 /hr.  |           |          |           |            |            |           |           | \$15,500        |
| Surveyor @ \$140.00 /hr.   |           |          |           |            |            |           |           | \$9,100         |
| CADD / Survey Tech I / Admin. @ \$90.00 /hr.   |           |          |           |            |            |           |           | \$3,870         |
| <b>Preliminary Design Estimated Labor Costs:</b>   |           |          |           |            |            |           |           | <b>\$48,938</b> |
| <b>Expenses</b>  |           |          |           |            |            |           |           |                 |
| Survey Equipment/Materials/Mileage   |           |          |           |            |            |           |           | \$200           |
| Printing and Reproduction  |           |          |           |            |            |           |           | \$250           |
| Travel / Miscellaneous   |           |          |           |            |            |           |           | \$0             |
| Ownership and Encumbrance (O&E) Reports (up to 10)   |           |          |           |            |            |           |           | \$5,000         |
| <b>Preliminary Design Estimated Expenses:</b>  |           |          |           |            |            |           |           | <b>\$5,450</b>  |
| <b>Estimated Preliminary Design Fee</b>  |           |          |           |            |            |           |           | <b>\$54,388</b> |
| <b>Task 2. Final Design Phase</b>  |           |          |           |            |            |           |           |                 |
| <b>2.01.</b> Prepare final plans and specifications for Old 56 Highway sidewalk  |           |          |           |            |            |           |           |                 |
| A. Update the existing project layout sheets   |           |          |           | 1          | 1          |           |           | 2               |
| B. Typical Sections  |           |          |           | 1          | 2          |           |           | 3               |
| C. Roadway Plan Sheets   |           |          |           |            |            |           |           |                 |
| 1. Update General Information  |           |          |           | 1          | 2          |           |           | 3               |

|   |          |           |           |            |           |          |          |                 |
|---|----------|-----------|-----------|------------|-----------|----------|----------|-----------------|
| 2. Update R/W, Property Lines, Owner Information, Tract Numbers, and Subdivision Titles   |          |           |           | 1          | 1         |          |          | 2               |
| 3. Update Removals or DNDs  |          |           |           | 2          | 2         |          |          | 4               |
| 4. Update Existing and Proposed ROW information   |          |           |           | 1          | 2         |          |          | 3               |
| 5. Add Construction Notes   | 1        | 1         | 2         | 10         | 10        |          |          | 24              |
| 6. Update Storm Sewer and sidewalk drainage notes   |          | 1         | 1         | 6          | 8         |          |          | 16              |
| D. Roadway Profile Sheets   | 1        |           | 2         | 8          | 8         |          |          | 19              |
| E. Storm Sewer profiles   |          |           | 1         | 4          | 2         |          |          | 7               |
| F. Side street, and Entrance profiles   |          | 1         |           | 4          | 4         |          |          | 9               |
| G. Cross sections at 25' (Including updates, annotation, special callouts)  |          | 1         |           | 6          | 6         |          |          | 13              |
| H. Erosion and Sediment control plans and details   | 1        |           | 2         | 2          | 6         |          |          | 11              |
| I. Standard and special construction details  | 1        |           |           | 4          | 4         |          |          | 9               |
| J. Summary of quantities and recapulation of quantities   |          | 1         |           | 8          | 4         |          |          | 13              |
| <b>2.02.</b> Submit Office Check plans for review   |          |           |           |            |           |          |          |                 |
| A. Plan modifications based on review comments  | 1        |           |           | 6          | 6         |          |          | 13              |
| <b>2.03.</b> Meet with City (up to 2 additional meetings)   | 4        |           |           | 4          |           |          |          | 8               |
| <b>2.04</b> Bridge Design - Additional Services   |          |           |           |            |           |          |          | 0               |
| A. Per request by KDOT at Field Check Meeting - Prepare load rating for the existing Lone Elm Road bridge over the BNSF                         |          | 4         | 16        | 24         |           |          |          | 44              |
| B. Additional bridge aesthetics - Decorative concrete posts at bridge corners. Prepare sketch with 2 options for posts, fence, and transitions. |          | 10        |           |            |           |          |          | 10              |
| C. Additional bridge aesthetics - Decorative concrete posts at bridge corners. Prepare final plans and details.                                 |          | 4         | 8         | 16         | 20        |          |          | 48              |
|   |          |           |           |            |           |          |          |                 |
|   |          |           |           |            |           |          |          |                 |
| <b>Subtotal</b>   | <b>9</b> | <b>23</b> | <b>32</b> | <b>109</b> | <b>88</b> | <b>0</b> | <b>0</b> | <b>261</b>      |
| <b>Labor</b>  |          |           |           |            |           |          |          |                 |
| Sr. Project Manager @ \$207.00/hr.  |          |           |           |            |           |          |          | \$1,863         |
| Senior Engineer @ \$180.00 /hr.   |          |           |           |            |           |          |          | \$4,140         |
| Project Engineer @ \$175.00 /hr.  |          |           |           |            |           |          |          | \$5,600         |
| Engineer / Landscape Arch @ \$105.00 /hr.   |          |           |           |            |           |          |          | \$11,445        |
| CADD / Survey Tech II @ \$100.00 /hr.   |          |           |           |            |           |          |          | \$8,800         |
| Surveyor @ \$140.00 /hr.  |          |           |           |            |           |          |          | \$0             |
| CADD / Survey Tech I / Admin. @ \$90.00 /hr.  |          |           |           |            |           |          |          | \$0             |
| <b>Final Design Estimated Labor Costs:</b>  |          |           |           |            |           |          |          | <b>\$31,848</b> |
| <b>Expenses</b>   |          |           |           |            |           |          |          |                 |
| Survey Equipment/Materials  |          |           |           |            |           |          |          | \$75            |
| Printing and Reproduction   |          |           |           |            |           |          |          | \$250           |
| Travel / Miscellaneous  |          |           |           |            |           |          |          | \$0             |
| <b>Final Design Estimated Expenses:</b>   |          |           |           |            |           |          |          | <b>\$325</b>    |
| <b>Estimated Final Design Fee</b>   |          |           |           |            |           |          |          | <b>\$32,173</b> |
| <b>Task 3. Bidding Phase</b>  |          |           |           |            |           |          |          |                 |
|   |          |           |           |            |           |          |          |                 |
| <b>** no additional services**</b>  |          |           |           |            |           |          |          |                 |
|   |          |           |           |            |           |          |          |                 |
| <b>Subtotal</b>   | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>0</b>   | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>        |
| <b>Labor</b>  |          |           |           |            |           |          |          |                 |
| Sr. Project Manager @ \$207.00/hr.  |          |           |           |            |           |          |          | \$0             |
| Senior Engineer @ \$180.00 /hr.   |          |           |           |            |           |          |          | \$0             |
| Project Engineer @ \$175.00 /hr.  |          |           |           |            |           |          |          | \$0             |
| Engineer / Landscape Arch @ \$105.00 /hr.   |          |           |           |            |           |          |          | \$0             |
| CADD / Survey Tech II @ \$100.00 /hr.   |          |           |           |            |           |          |          | \$0             |
| Surveyor @ \$140.00 /hr.  |          |           |           |            |           |          |          | \$0             |
| CADD / Survey Tech I / Admin. @ \$90.00 /hr.  |          |           |           |            |           |          |          | \$0             |
| <b>Bidding Estimated Labor Costs:</b>   |          |           |           |            |           |          |          | <b>\$0</b>      |

|  |  |  |  |  |  |  |  |          |     |
|--|--|--|--|--|--|--|--|----------|-----|
| <b>Expenses</b>                                  |  |  |  |  |  |  |  |          |     |
| Printing and Reproduction                        |  |  |  |  |  |  |  |          |     |
| Travel / Miscellaneous                           |  |  |  |  |  |  |  |          |     |
| <b>Bidding Estimated Expenses:</b>               |  |  |  |  |  |  |  | \$0      |     |
| <b>Estimated Bidding Fee</b>                     |  |  |  |  |  |  |  | \$0      |     |
| <b>Task 4. Construction Phase</b>                |  |  |  |  |  |  |  |          |     |
| <i>** no additional services**</i>               |  |  |  |  |  |  |  |          |     |
|  |  |  |  |  |  |  |  |          |     |
|  |  |  |  |  |  |  |  |          |     |
|  |  |  |  |  |  |  |  |          |     |
| <b>Subtotal</b>                                  |  |  |  |  |  |  |  | 0        |     |
| <b>Labor</b>                                     |  |  |  |  |  |  |  |          |     |
| Sr. Project Manager @ \$207.00/hr.               |  |  |  |  |  |  |  |          | \$0 |
| Senior Engineer @ \$180.00 /hr.                  |  |  |  |  |  |  |  |          | \$0 |
| Project Engineer @ \$175.00 /hr.                 |  |  |  |  |  |  |  |          | \$0 |
| Engineer / Landscape Arch @ \$105.00 /hr.        |  |  |  |  |  |  |  |          | \$0 |
| CADD / Survey Tech II @ \$100.00 /hr.            |  |  |  |  |  |  |  |          | \$0 |
| Surveyor @ \$140.00 /hr.                         |  |  |  |  |  |  |  |          | \$0 |
| CADD / Survey Tech I / Admin. @ \$90.00 /hr.     |  |  |  |  |  |  |  |          | \$0 |
| <b>Construction Phase Estimated Labor Costs:</b> |  |  |  |  |  |  |  | \$0      |     |
| <b>Expenses</b>                                  |  |  |  |  |  |  |  |          |     |
| Printing and Reproduction                        |  |  |  |  |  |  |  |          |     |
| Travel / Miscellaneous                           |  |  |  |  |  |  |  |          |     |
| <b>Construction Phase Estimated Expenses:</b>    |  |  |  |  |  |  |  | \$0      |     |
| <b>Estimated Construction Phase Fee</b>          |  |  |  |  |  |  |  | \$0      |     |
| <b>Total Estimated Fee</b>                       |  |  |  |  |  |  |  | \$86,561 |     |





Google Map

+

limits of additional  
topography survey  
approximately 50-ft wide  
(bounded in red) on south  
edge of Ott Street

LOCATION MAP 1 - LOCATION MAP FOR  
ADDITIONAL SURVEY FOR SIDEWALK  
EXTENSION (WEST)

PROPOSED  
SIDEWALK  
LOCATION

ROBINSON  
DRIVE

Google

Lat/Lon: 38.867689, -94.843136 (dd) - Image X Y: 155, 80 - Stateplane Easting/Northing: 2211003.2, 210282.1 - Elev: 1061.9 ft. (nearest point: 0.7 ft, type: first return)

Map data ©2019 Google

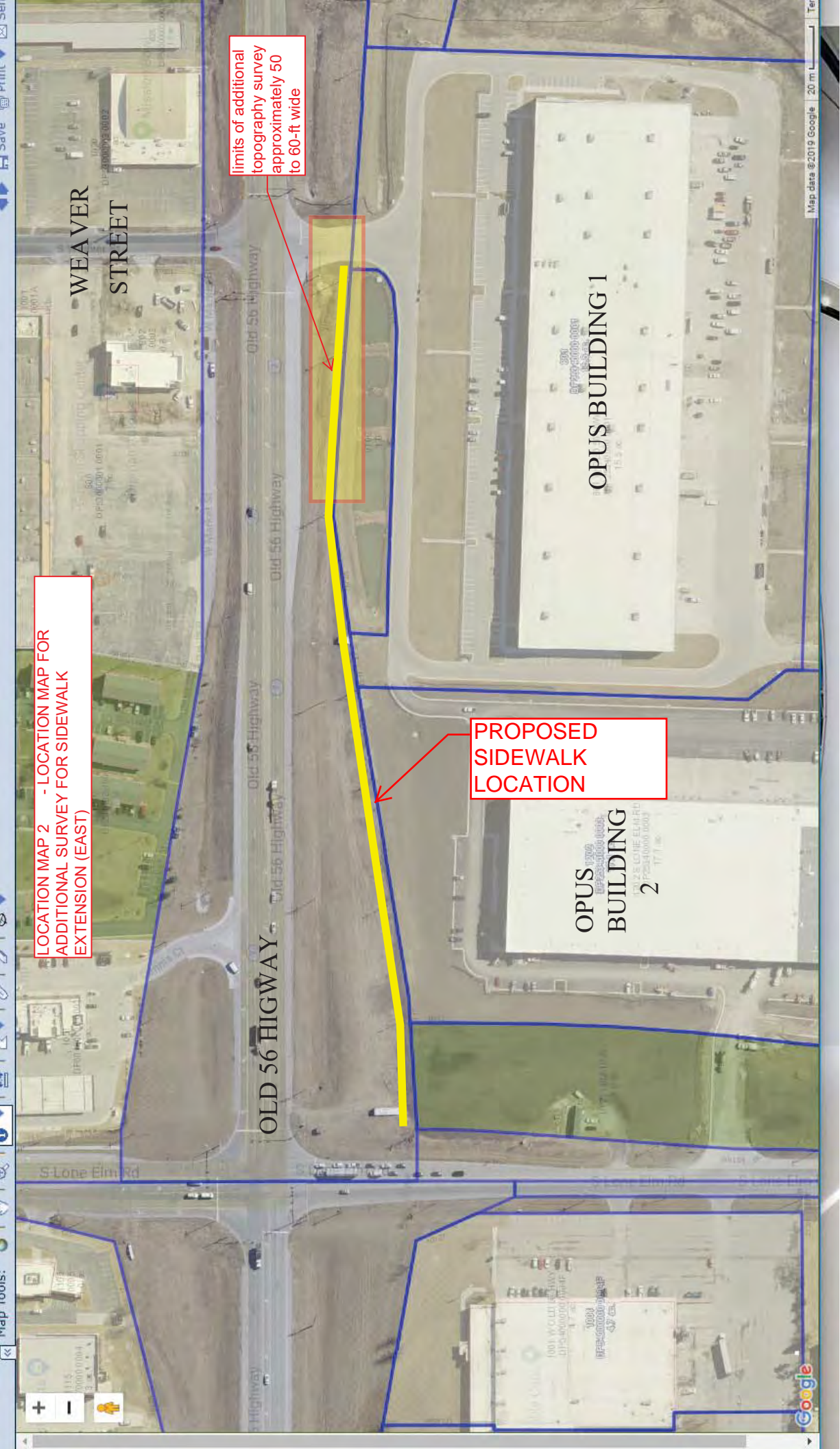
Terms of Use | Report a map error



LOCATION MAP 2 - LOCATION MAP FOR  
ADDITIONAL SURVEY FOR SIDEWALK  
EXTENSION (EAST)

limits of additional  
topography survey  
approximately 50  
to 60-ft wide

PROPOSED  
SIDEWALK  
LOCATION

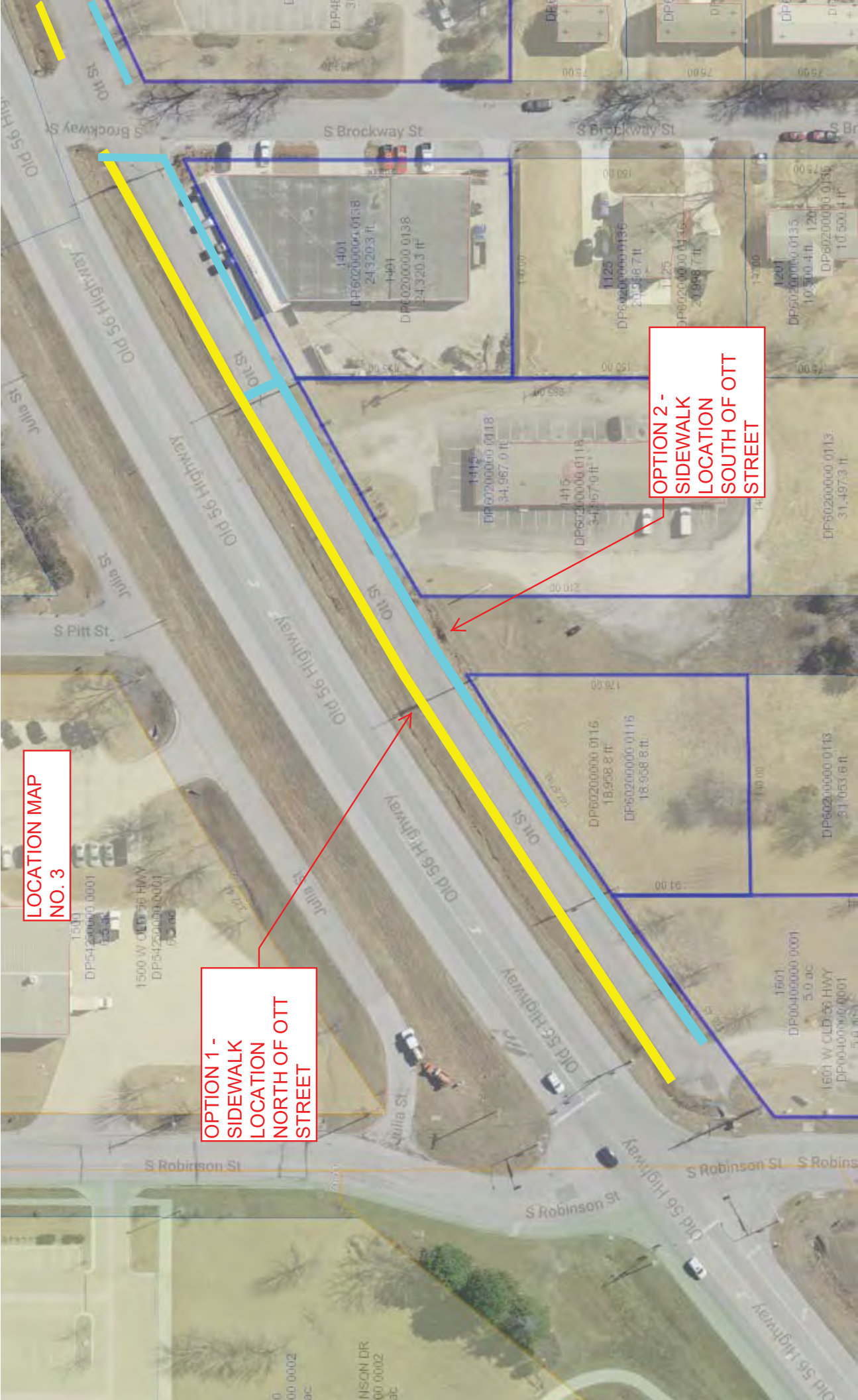




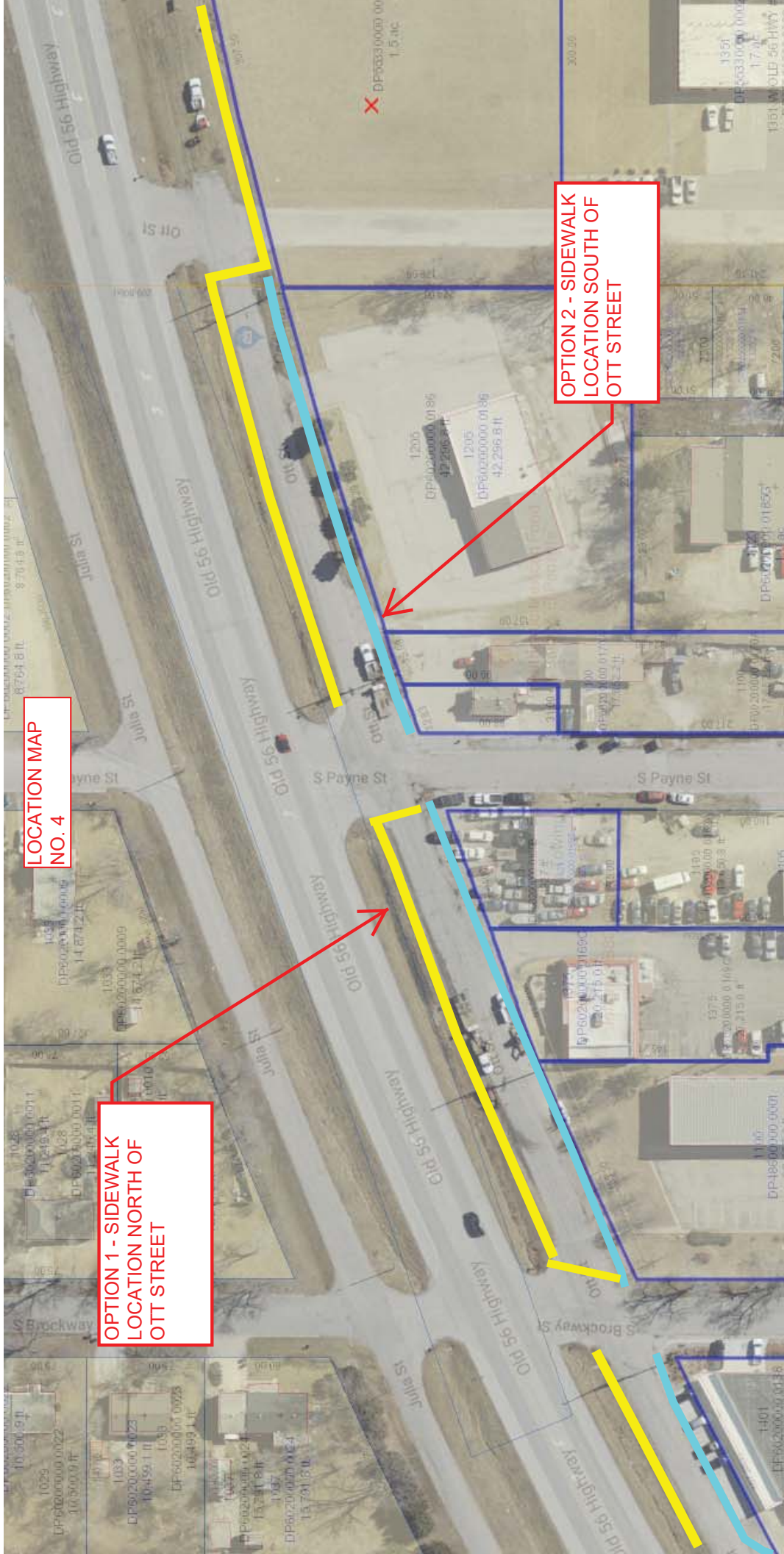
LOCATION MAP  
NO. 3

OPTION 1 -  
SIDEWALK  
LOCATION  
NORTH OF OTT  
STREET

OPTION 2 -  
SIDEWALK  
LOCATION  
SOUTH OF OTT  
STREET







LOCATION MAP  
NO. 4

OPTION 1 - SIDEWALK  
LOCATION NORTH OF  
OTT STREET

OPTION 2 - SIDEWALK  
LOCATION SOUTH OF  
OTT STREET



**Project Fact Sheet**  
**Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>,**  
**Improvements Project**  
**3-C-084-17**  
**April 2, 2019**

Attachment B

**Project Manager:** Beth Wright / Therese Vink

**Description:** This project will improve Lone Elm Road to a four-lane arterial section between Old 56 Highway and 151<sup>st</sup> Street along with geometric improvements at the intersection of Lone Elm Road and Old 56 Highway. Improvements will include storm sewer, street lights, on-street bike lanes, landscaping and sidewalks. Also included in this project will be modifications to the existing bridge over the railroad to provide pedestrian access.

**Justification:** This project is needed to address the additional capacity needs in the area.

**Comments:** The project has been selected to receive federal funding (STP) for construction in 2020.

| <b>Schedule:</b>               | <b>Item</b>          | <b>Date</b>           |
|--------------------------------|----------------------|-----------------------|
| Design:                        | RFQ                  | 08/22/2017            |
|                                | Consultant Selection | 11/07/2017            |
|                                | Land Acquisition     | 07/01/2019 - Estimate |
|                                | Final Design         | 10/01/2019 - Estimate |
|                                | Utility Relocations  | 12/31/2019 - Estimate |
|                                |                      |                       |
| <b>Council Actions:</b>        | <b>Date</b>          | <b>Amount</b>         |
| Project Authorization (Design) | 11/07/2017           | \$1,500,000           |
| PSA with HDR                   | 11/07/2017           | \$1,052,500           |
| Discussion/Presentation        | 09/04/2018           | N/A                   |
| Project Authorization          | 09/18/2018           | \$19,460,000          |
| KDOT Agreement                 | 04/02/2019           | \$3,785,000           |
| Supplemental No. 3             | 04/02/2019           | \$86,561              |
|                                |                      |                       |
| <b>Funding Sources:</b>        | <b>Amount</b>        | <b>CIP Year</b>       |
| GO Bonds                       | \$13,675,000         | 2021                  |
| STP                            | \$3,785,000          | 2020                  |
| CARS                           | \$2,000,000          | 2020                  |
|                                |                      |                       |
| <b>Expenditures:</b>           | <b>Budget</b>        | <b>Amount to Date</b> |
| Design                         | \$1,500,000          | \$724,345             |
| Land Acquisition               | \$1,500,000          | \$31,500              |
| Staff                          | \$200,000            | \$26,152              |
| Construction                   | \$11,310,000         | \$0                   |
| Utilities                      | \$1,500,000          | \$0                   |
| Inspection                     | \$250,000            | \$0                   |
| Inflation                      | \$1,000,000          | \$0                   |
| Contingency                    | \$2,200,000          | \$11                  |
| <b>Total</b>                   | <b>\$19,460,000</b>  | <b>\$782,008</b>      |



# Lone Elm Road; Old 56 Highway to 151st St PN 3-C-084-17





# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Contract with TREKK Design Group, LLC for flow monitoring for the Indian Creek Sanitary Sewer Master Plan Update Project, PN 1-C-008-19.

---

**ITEM DESCRIPTION:**

Consideration of a Professional Services Agreement with TREKK Design Group, LLC for flow monitoring for the Indian Creek Sanitary Sewer Master Plan Update Project, PN 1-C-008-19.

---

**SUMMARY:**

The Indian Creek sanitary sewer basin serves the entire sewer area east of I-35 to the edge of Olathe's City boundary, north to College Boulevard and south to around 167<sup>th</sup> Street. This sanitary sewer basin serves over 46,000 residents and business within the eastern half of the City. This sanitary sewer basin includes over 160 miles of sewer and 4,000 manholes. Sanitary sewer is collected and transferred at 119<sup>th</sup> and Quivira to Johnson County Wastewater for treatment.

Flow monitoring is necessary to determine accurate flow rates and system responses during both dry and wet weather conditions. The collected flow data is then utilized for development and calibration of the sanitary sewer system's hydraulic model. This model is used to determine and accurately identify sanitary sewer mains needing replacement due to capacity shortfalls. Flow monitoring also allows the City to identify sub-sewer basins that require inflow and infiltration corrective actions.

The proposed agreement with TREKK Design Group, LLC, the City's on-call sanitary sewer engineering firm, includes flow monitoring and analysis. The total cost of this agreement is \$118,774.

Installation of flow monitoring will begin immediately following approval of this agreement.

---

**FINANCIAL IMPACT:**

Funding for the Indian Creek Sanitary Sewer Master Plan Update Project includes:

|                       |                  |
|-----------------------|------------------|
| Water and Sewer Funds | \$530,000        |
| <b>Total</b>          | <b>\$530,000</b> |

---

**ACTION NEEDED:**

Approval of a Professional Services Agreement with TREKK Design Group, LLC for flow monitoring for the Indian Creek Sanitary Sewer Master Plan Update Project, PN 1-C-008-19.

---

**ATTACHMENT(S):**

A: Professional Services Agreement

B: Project Fact Sheet

C: Project Location Map

---



## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and TREKK Design Group, LLC., hereinafter "Consultant" (collectively, the "Parties").

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

Indian Creek Master Plan Flow Monitoring  
Project No. 1-C-008-19

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 \$118,774.00 (One Hundred Eighteen Thousand Seven Hundred and Seventy-Four Dollars), 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 \$118,774.00 (One Hundred Eighteen Thousand Seven Hundred and Seventy-Four Dollars) 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 August 31, 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**, 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**.

**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.

**C. 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: Kimberly Robinett. 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.

##### **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: Sabrina Parker  
100 E. Santa Fe  
P.O. Box 768  
Olathe, KS 66051-0768

TREKK Design Group, LLC  
Attn: Kimberly Robinett  
1411 E 104<sup>th</sup> St  
Kansas City, MO 64131

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 D (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 E – 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 F**).

**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.] (If this sentence is on a page by itself, remove this entire paragraph.)*

**R. 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

TREKK Design Group, LLC.

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

\_\_\_\_\_  
Kimberly Robinett, Managing Partner

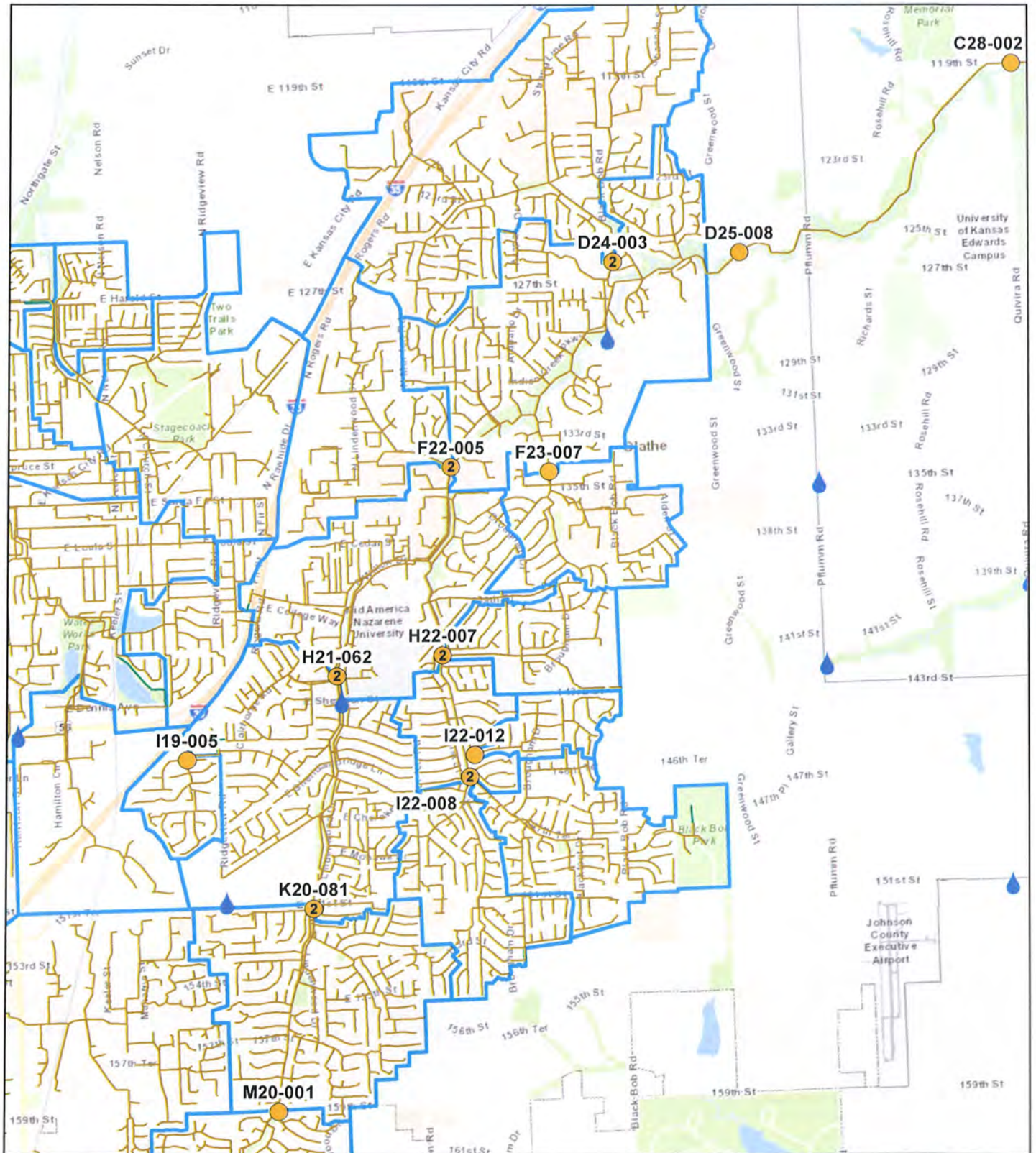
1411 E. 104<sup>th</sup> St.  
Kansas City, MO 64131

**TABLE OF CONTENTS  
OF EXHIBITS**

|                  |   |
|------------------|---|
| <b>Exhibit A</b> | <b>Description of Project &amp; Map</b>                           |
| <b>Exhibit B</b> | <b>Scope of Services</b>  |
| <b>Exhibit C</b> | <b>Fee &amp; Rate Schedule</b>                                    |
| <b>Exhibit D</b> | <b>City of Olathe Insurance Requirements</b>                      |
| <b>Exhibit E</b> | <b>Certificate of Insurance</b>                                   |
| <b>Exhibit F</b> | <b>Certificate of Good Standing to Conduct Business in Kansas</b> |

**EXHIBIT A**  
**Description of Project & Map**





### Legend

-  Rain Gauge Site Locations
-  Flow Monitoring Site
-  Gravity Mains
-  Force Mains
-  Subbasins

**TREKK**  
DESIGN GROUP, LLC



Date: 3/4/2019



**EXHIBIT B**  
**Scope of Services**

**EXHIBIT B**  
**Scope of Services**  
**INDIAN CREEK MASTER PLAN FLOW MONITORING**

Professional services to be provided by TREKK shall include sanitary sewer flow monitoring at seventeen (17) locations for 90 days within the Indian Creek Watershed. The data collected as part of this project will be used to support the upcoming Indian Creek Master Planning efforts for the sanitary sewer collection system. Hereinafter, TREKK Design Group, LLC will be defined as the CONSULTANT and City of Olathe, KS, will be defined as the CLIENT.

**Section A. - Scope of Services**

A.1. TREKK shall perform the following Services:

**Task 1 - Project Management & Administration:**

Provide project management and administration activities associated with proper scheduling, review, budget control, invoice preparation, and coordination with the City of Olathe.

**Task 2 – Collect Flow and Rainfall Data**

*2.1 – Bench Test Flow Meters:*

TREKK will bench test ten (10) City flow meters to ensure level and velocity sensors are accurately recording prior to installation. TREKK meters will be used for the remaining seven (7) locations.

*2.2. – Flow Meter Installation:*

TREKK shall install seventeen (17) flow meters and mounting rings for the project. City will provide proposed locations for installation. Flow monitoring locations will generally be at the same locations metered as part of the 2012 Indian Creek Master Plan. A site assessment of potential flow monitoring sites will be made to determine, in general, the most suitable flow monitoring locations based on the following conditions:

- **Suitability for Accurate Metering** - The accuracy of the open channel flow metering will depend on numerous variables and it is imperative that they be controlled as much as possible. For this reason, reconnaissance inspections will be performed to identify the best sites for metering and to minimize error-causing factors such as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence caused by uneven channels.
- **Safety** - It is equally important that the proposed sites conform to TREKK's requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the CITY.

If proposed locations are not suitable for flow monitoring, TREKK will inspect and recommend alternative locations. TREKK shall complete site assessment forms for each final flow monitoring location agreed upon with the City.

TREKK shall calibrate and install seventeen (17) flow monitors. The flow monitor installation and calibration shall be verified by TREKK by conducting site visits one week after installation. Site visits shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks.

#### *2.3 - Routine 2-Week Flow Monitoring Site Visits:*

The flow monitors shall be maintained by TREKK by conducting site visits on a bi-weekly basis (every two weeks). Maintenance visits shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks.

Flow monitors shall remain in place for a minimum of a 90-day continuous period. TREKK will remove the meters unless it is recommended and approved by City to keep them in place. Justification for extended metering will be due to insufficient rainfall, or dry days, during the monitoring period. Compensation for additional flow metering service and calibration shall be at the unit price shown in the attached schedule of fees. TREKK shall remove all monitors at the conclusion of the monitoring period.

#### *2.4. – Rainfall Monitoring*

TREKK shall gather and utilize rain data from nearby existing STORMWatch electronic rain gauges. Rain data will be processed and incorporated into the 15-minute flow data deliverable spreadsheets. A Thiessen analysis will be completed to appropriately distribute rainfall data across the flow meter basins.

#### *2.5. – Flow Data Processing*

During and following completion of the flow monitoring, TREKK will process the gathered data and develop tabular and graphical summaries. The impact of silt and debris will be evaluated and any necessary data adjustments will be made at this time. Hydrographs, level and velocity graphs, and scatterplots will be created for each site.

#### *2.6. – Data Delivery*

TREKK shall provide raw and final flow and rainfall data in electronic format (excel spreadsheets). Site assessment forms will also be delivered for each site.

### **Section B. - Schedule**

TREKK shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Install Flow Meters (3/11/19 thru 3/29/19)  
End of 90-day Monitoring Period (week of 6/29/19)  
Provide Final Data (8/31/19)

**Section C. – Additional Services**

The following Services are not included in this project, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

*Additional Site Visits*

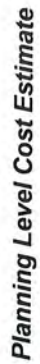
Site visits in addition to the regularly scheduled bi-weekly visit will be considered additional services. Reasons for additional site visits may include extension of 90 day base monitoring period, reoccurring debris/silt problems and/or possible malfunctioning flow monitoring equipment and sensors.

**Section D. - Owner's Responsibilities** Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of TREKK. Unless otherwise provided in this scope of work, Owner shall bear all costs incident to compliance with the following:

Owner shall provide the following:

- 10 Flow Meters and 10 Mounting Rings
- Proposed Monitoring Locations

**EXHIBIT C**  
**Fee & Rate Schedule**



## PROPOSAL FOR OLATHE, KS INDIAN CREEK MASTER PLAN FLOW MONITORING

|  |                                      | Division Lead | Project Manager | Project Engineer II | Office Technician I | Field Manager | Admin   | Labor Sub-Total | UNIT COST'S |       | Units Sub-Total | TOTAL         |
|--|--------------------------------------|---------------|-----------------|---------------------|---------------------|---------------|---------|-----------------|-------------|-------|-----------------|---------------|
| Fee Billing Rate                               |                                      | \$215.00      | \$156.00        | \$102.00            | \$93.00             | \$98.00       | \$85.00 |                 | Units       | Quant | Rate            |               |
| WORK TASK DESCRIPTION                          |                                      |               |                 |                     |                     |               |         |                 |             |       |                 |               |
| Task 1 - Project Management and Administration |                                      |               |                 |                     |                     |               |         |                 |             |       |                 |               |
| 1.1  | Project Administration               | 8             | 24              |                     |                     |               | 12      | \$ 8,140.00     |             |       | \$              | \$ 8,140.00   |
| 1.2  | Project Meetings (up to 2)           |               | 8               | 4                   |                     |               |         | \$ 6,484.00     |             |       | 0 \$            | \$ 6,484.00   |
|  |                                      |               |                 |                     |                     |               |         | \$ 1,656.00     |             |       | 0 \$            | \$ 1,656.00   |
| Task 2 - Collect Flow and Rainfall Data        |                                      |               |                 |                     |                     |               |         |                 |             |       |                 |               |
| 2.1  | Bench Test Flow Meters               |               |                 |                     |                     |               |         | \$ 26,739.00    |             |       | 83,895          | \$ 110,634.00 |
| 2.2  | Flow Meter Installation (17 meters)  |               | 8               |                     |                     | 6             |         | \$ 588.00       |             | 17    | 0 \$            | \$ 588.00     |
| 2.3  | Flow Monitoring (17 Meters, 90 days) |               | 17              |                     |                     |               |         | \$ 1,248.00     | Each        | 17    | \$525           | \$ 10,173.00  |
| 2.4  | Rainfall Monitoring                  |               | 2               |                     | 16                  |               |         | \$ 2,652.00     | Meter-Day   | 1,530 | \$49            | \$ 77,622.00  |
| 2.5  | Flow Data Processing                 |               | 17              | 51                  | 51                  |               |         | \$ 1,800.00     | Gauge-Day   | 0     | \$0             | \$ 1,800.00   |
| 2.6  | Data Delivery                        |               | 17              | 51                  |                     |               |         | \$ 12,597.00    |             |       | 0 \$            | \$ 12,597.00  |
|  |                                      |               |                 |                     |                     |               |         | \$ 7,854.00     |             |       | 0 \$            | \$ 7,854.00   |
|  |                                      |               |                 |                     |                     |               |         |                 |             |       | 0 \$            | \$ -          |
| TOTAL MAN-HOURS / QUANTITY                     |                                      | 8             | 93              | 106                 | 67                  | 6             | 12      |                 |             |       |                 | \$ 118,774.00 |
| TREKK DESIGN GROUP FEE TOTAL                   |                                      |               |                 |                     |                     |               |         |                 |             |       |                 | \$ 118,774.00 |





A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

## 2019 Compensation for Professional Engineering Services<sup>1</sup> TREKK Design Group, LLC (TREKK)

The **OWNERS's** payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

### III. Hourly Billing Rates and Expenses:

|  |                           |
|--|---------------------------|
| Project Principal .....                                    | \$180.00/hr - \$250.00/hr |
| Project Manager .....                                      | \$125.00/hr - \$240.00/hr |
| Quality Manager .....                                      | \$125.00/hr - \$180.00/hr |
| Project Coordinator .....                                  | \$ 80.00/hr - \$150.00/hr |
| Industry Specialist .....                                  | \$110.00/hr - \$240.00/hr |
| Asset Manager .....  | \$100.00/hr - \$230.00/hr |
| Senior Professional Engineer .....                         | \$135.00/hr - \$230.00/hr |
| Professional Engineer .....                                | \$115.00/hr - \$200.00/hr |
| Project Engineer I .....                                   | \$100.00/hr - \$150.00/hr |
| Project Engineer II .....                                  | \$ 90.00/hr - \$125.00/hr |
| Staff Engineer .....                                       | \$ 80.00/hr - \$110.00/hr |
| Project Designer .....                                     | \$ 95.00/hr - \$140.00/hr |
| CADD Technician I .....                                    | \$ 80.00/hr - \$110.00/hr |
| CADD Technician II .....                                   | \$ 65.00/hr - \$ 90.00/hr |
| Office/GIS Technician I .....                              | \$ 75.00/hr - \$110.00/hr |
| Office/GIS Technician II .....                             | \$ 55.00/hr - \$ 85.00/hr |
| Office/GIS Technician III .....                            | \$ 50.00/hr - \$ 70.00/hr |
| Senior Administrator .....                                 | \$ 90.00/hr - \$150.00/hr |
| Administrator .....  | \$ 70.00/hr - \$ 90.00/hr |
| Field Manager .....  | \$ 80.00/hr - \$125.00/hr |
| Field Technician I .....                                   | \$ 70.00/hr - \$100.00/hr |
| Field Technician II .....                                  | \$ 57.00/hr - \$ 80.00/hr |
| Field Technician III .....                                 | \$ 50.00/hr - \$ 65.00/hr |
| GIS Analyst I .....  | \$ 95.00/hr - \$150.00/hr |
| GIS Analyst II .....                                       | \$ 75.00/hr - \$ 95.00/hr |
| Construction Inspection Manager .....                      | \$110.00/hr - \$165.00/hr |
| Senior Construction Inspector .....                        | \$ 90.00/hr - \$120.00/hr |
| Construction Inspector .....                               | \$ 75.00/hr - \$ 90.00/hr |
| Survey Manager (PLS) .....                                 | \$100.00/hr - \$150.00/hr |
| Professional Land Surveyor (PLS) .....                     | \$ 90.00/hr - \$130.00/hr |
| Survey Party Chief .....                                   | \$ 75.00/hr - \$125.00/hr |
| LiDAR Technician .....                                     | \$ 75.00/hr - \$120.00/hr |
| Utility Locator .....                                      | \$ 75.00/hr - \$120.00/hr |
| Survey Crew .....  | \$153.00/hr - \$204.00/hr |
| Mobile LiDAR Crew .....                                    | \$2,000.00/hr             |
| Mileage .....  | \$00.58/mi                |
| Out-of-Pocket Expenses, Supplies, Reproductions, etc. .... | Cost                      |

**Note 1: The above hourly rates and unit prices are good through December 31, 2019.**

**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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2019

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

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

|   |                               |   |                |
|---|-------------------------------|---|----------------|
| PRODUCER CA#0H64724<br>IMA, Inc. (NE Kansas Division)<br><br>51 Corporate Woods<br>9393 W. 110th Street, Suite 600<br>Overland Park, KS 66210 | 1-913-982-3650                | CONTACT NAME: Lynne Cox<br>PHONE (A/C, No, Ext):<br>E-MAIL: lynne.cox@imacorp.com<br>ADDRESS: | FAX (A/C, No): |
| INSURED<br>TREKK Design Group LLC<br><br>1411 104th Street<br><br>Kansas City, MO 64131   | INSURER(S) AFFORDING COVERAGE |   | NAIC #         |
| INSURER A: CHARTER OAK FIRE INS CO  |                               | 25615   |                |
| INSURER B: TRAVELERS PROP CAS CO OF AMER  |                               | 25674   |                |
| INSURER C: TRAVELERS IND CO   |                               | 25658   |                |
| INSURER D: FARMINGTON CAS CO  |                               | 41483   |                |
| INSURER E: BERKLEY INS CO   |                               | 32603   |                |
| INSURER F:  |                               |   |                |

## COVERAGES

CERTIFICATE NUMBER: 55628847

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                             | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |  | 6809K0409331847 | 04/30/18                | 04/30/19                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY    |  | BA9K03691918    | 04/30/18                | 04/30/19                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |  | CUP9K0443171847 | 04/30/18                | 04/30/19                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N/A | UB9K0376521847  | 04/30/18                | 04/30/19                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| E        | Professional Liability   |  | AEC902288200    | 05/10/18                | 04/30/19                | Each Claim 3,000,000<br>Aggregate 3,000,000   |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Indian Creek Master Plan Flow Monitoring Project No. 1-C-008-19

City of Olathe, KS is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. The Insurer will provide [30] days written notice of cancellation to the Certificate Holder for cancellation reasons other than non-payment of premium. The Insurer will provide [10] days written notice of cancellation to the Certificate Holder for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| City of Olathe<br><br>Sabrina Parker<br>100 E Santa Fe, PO Box 768<br><br>Olathe, KS 66051-0768<br><br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

**EXHIBIT F**  
**Certificate of Good Standing to Conduct Business in Kansas**

**STATE OF KANSAS  
OFFICE OF  
SECRETARY OF STATE  
KRIS W. KOBACH**

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 3290160

Entity Name: TREKK DESIGN GROUP, LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

Resident Agent: TRENT ROBINETT

Registered Office: 2301 W 51st Street, WESTWOOD, KS 66205

was filed in this office on March 01, 2002, 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 March 19, 2018

**KRIS W. KOBACH  
SECRETARY OF STATE**

Certificate ID: 1042954 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



**Project Fact Sheet**  
**Indian Creek Sanitary Sewer Master Plan Update**  
**1-C-008-19**  
**April 2, 2019**

**Project Manager:** Beth Wright/Sabrina Parker

**Description:** The Indian Creek sanitary sewer basin serves the entire sewer area east of I-35 to the edge of Olathe's City boundary, north to College Boulevard and south to around 167<sup>th</sup> Street. This sanitary sewer basin serves over 46,000 residents and business within the eastern half of the City. This sanitary sewer basin includes over 160 miles of sewer and 4,000 manholes. Sanitary sewer is collected and transferred at 119<sup>th</sup> and Quivira to Johnson County Wastewater for treatment.

**Justification:** Flow monitoring of the Indian Creek sanitary sewer basin will update and provide accurate flow rates and system responses during both dry and wet weather conditions. The collected flow data is then utilized for development and calibration of the sanitary sewer system's hydraulic model. This model is used to determine and accurately identify sanitary sewer mains needing replacement due to capacity shortfalls.

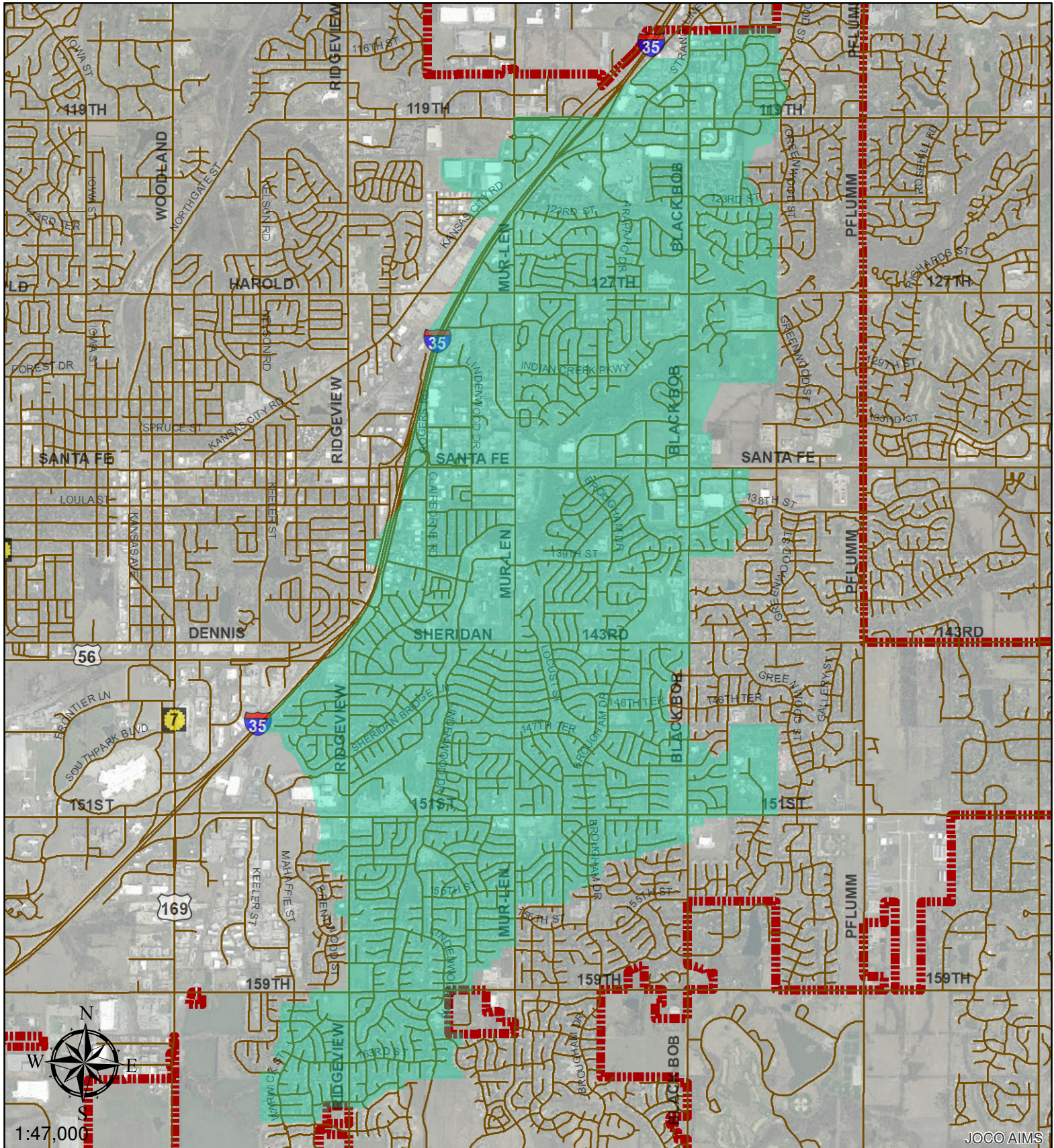
| <b>Schedule:</b>         | <b>Item</b>      | <b>Date</b>           |
|--------------------------|------------------|-----------------------|
| Flow Monitoring/Testing: | Contract Award   | 04/02/2019            |
|                          |                  |                       |
| <b>Council Actions:</b>  | <b>Date</b>      | <b>Amount</b>         |
| Consultant Agreement     | 04/02/2019       | \$118,774             |
|                          |                  |                       |
| <b>Funding Sources:</b>  | <b>Amount</b>    | <b>CIP Year</b>       |
| Water and Sewer Funds    | \$530,000        | 2019                  |
|                          |                  |                       |
| <b>Expenditures:</b>     | <b>Budget</b>    | <b>Amount to Date</b> |
| Design                   | \$380,000        | \$0                   |
| Flow Monitoring/Testing  | \$120,000        | \$0                   |
| Staff Time               | \$ 30,000        | \$0                   |
| <b>Total</b>             | <b>\$530,000</b> | <b>\$0</b>            |



# Project Location Map

## Indian Creek Sanitary Sewer Master Plan Update Project

### PN 1-C-008-19







# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Michael Meadors/Amy Tharnish

**SUBJECT:** Acceptance of bid and consideration of award of contract to Kansas Golf and Turf, Inc. for the replacement of one (1) and the purchase of one (1) wide area mowers for the Parks & Recreation Department.

---

**ITEM DESCRIPTION:**

Acceptance of bid and consideration of award of contract to Kansas Golf and Turf, Inc. for the replacement of one (1) and the purchase of one (1) wide area mowers for the Parks & Recreation Department

---

**SUMMARY:**

On March 14, 2019 two (2) bids were received for a wide area mower. This unit will be used by the Parks & Recreation Department for detailed mowing of park land, athletic fields as well as the Lake Olathe area.

Staff recommends award of contract to Kansas Golf and Turf, Inc.

Four (4) Olathe vendors were notified. None responded to the bid because they did not provide the equipment being requested.

The one (1) wide-area mower is being replaced as part of the regular replacement schedule as part of the 2019 budget. The existing wide-area mower has paid \$141,960 into the VERF.

The one (1) new wide-area mower for Lake Olathe is being added as part of the 2019 Budget. The Vehicle and Equipment Replacement Fund will cover the additional costs.

---

**FINANCIAL IMPACT:**

\$178,000. Funding is from the Vehicle and Equipment Replacement Fund.

---

**ACTION NEEDED:**

Acceptance of bid and consideration of award of contract to Kansas Golf and Turf, Inc.

---

**ATTACHMENT(S):**

A. Bid Tabulation

---

IFB #19-0058 - Wide Area Mower  
2019-03-14 09:00 AM CDT

|           |                                 |                         |     |      | Kansas Golf and Turf<br>Lenexa, KS | Professional Turf Products, LP<br>Lenexa, KS |
|-----------|---------------------------------|-------------------------|-----|------|------------------------------------|--|
| Item Code | Item Name                       | Item Description        | Qty | Unit | Total Price                        | Total Price                                  |
| 1         | Price for New Wide Area Mower v | Enter year, make, model | 1   | each | \$89,000.00                        | \$94,402.24                                  |
|           | Brand                           |                         |     |      |                                    | Toro Groundsmaster 5900                      |
|           | Item Vendor Ref Number          |                         |     |      |                                    | 31698  |
| TOTAL     |                                 |                         |     |      | \$89,000.00                        | \$94,402.24                                  |

Recommendation for award





# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Michael Meadors/Amy Tharnish

**SUBJECT:** Acceptance of bid and consideration of award of contract to Morigde Manufacturing, Inc. for the replacement of four (4) zero turn mowers for the Parks & Recreation Department.

---

**ITEM DESCRIPTION:**

Acceptance of bid and consideration of award of contract to Morigde Manufacturing, Inc. for the replacement of four (4) zero turn mowers for the Parks & Recreation Department.

---

**SUMMARY:**

On March 29, 2016 bids were received for the purchase of mowers and repair parts. The State of Kansas acted as lead agency and awarded the contract to Morigde Manufacturing, Inc. These units will be used by the Parks & Recreation Department for detailed mowing of park land and athletic fields.

Staff recommends award of contract to Morigde Manufacturing, Inc.

The mowers due for replacement require out-front mower decks. This forward position allows for trimming under trees. No Olathe vendors can provide this type of mower.

The mowers are being replaced as part of the regular replacement schedule as part of the 2019 budget. The mowers have paid \$25,163 into the Vehicle and Equipment Replacement Fund (VERF) through lease fees. VERF fund balance will cover the additional \$37,922.

---

**FINANCIAL IMPACT:**

\$63,085.72. Funding is from the Vehicle and Equipment Replacement Fund.

---

**ACTION NEEDED:**

Acceptance of bid and consideration of award of contract to Morigde Manufacturing, Inc.

---

**ATTACHMENT(S):**

A. Quote

B. Vehicle Replacement Summary

**Moridge Mfg., Inc.**  
**P.O. Box 810**  
**Moundridge, KS 67107**



**IT'S SO MUCH MOWER**

**Quote**

**Customer**  
Name **City of Olathe - Vehicle Maintenance**  
Address 1415 S. Robinson  
City Olathe State KS ZIP 66061  
Fax: **Attention: Paul Hecker**  
Phone: 913-971-9717 Email: [phecker@olatheks.org](mailto:phecker@olatheks.org)

**Misc**  
Date 12/5/2018  
Contract No. #41602  
Contract Name State of Kansas  
Rep: B. Mekelburg

| Qty | Order #       | Description  | List Price  | Bid Price    | TOTAL        |
|-----|---------------|--|-------------|--------------|--------------|
|     |               | <b>Grasshopper<br/>Zero Turn Mower</b>               |             |              |              |
| 4   | 532181        | <b>Model 932</b><br>32 hp, liquid-cooled, Kubota Gas | \$15,140.00 | \$ 11,657.80 | \$ 46,631.20 |
| 4   | 532979        | <b>3472PF Deck</b><br>72" PowerFold™ Cutting Deck    | \$3,695.00  | \$ 2,845.15  | \$ 11,380.60 |
| 4   | 533578        | <b>Grammer Suspension Seat</b>                       | \$720.00    | \$ 612.00    | \$ 2,448.00  |
| 4   | 533550        | <b>Foldable ROPS</b>                                 | \$155.00    | \$ 131.75    | \$ 527.00    |
| 4   | 503637        | <b>Speed Trim Roller Kit</b>                         | \$105.00    | \$ 89.25     | \$ 357.00    |
| 4   | 503218/503220 | <b>50 lb.s Counterweight</b>                         | \$165.00    | \$ 127.05    | \$ 508.20    |
| 2   | 483942        | <b>22 X 11.00 X 10 Bar RT</b>                        | \$190.00    | \$ 171.00    | \$ 342.00    |
| 2   | 483942        | <b>22 X 11.00 X 10 Bar LT</b>                        | \$190.00    | \$ 171.00    | \$ 342.00    |
| 4   | 603975        | <b>13 X 6.50 X 6 w/bearings</b>                      | \$89.40     | \$ 80.46     | \$ 321.84    |
| 12  | 320253        | <b>25" Hi Lift Notch Blades</b>                      | \$21.10     | \$ 18.99     | \$ 227.88    |

|                 |                     |
|-----------------|---------------------|
| SubTotal        | \$ 63,085.72        |
| Set up/Delivery |                     |
| Tax             |                     |
| Trade Allowance | \$0.00              |
| <b>TOTAL</b>    | <b>\$ 63,085.72</b> |

**Dealer**  
Dealer Name **Norris Equipment**  
Address \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

|            |  |
|------------|--|
| PO#        |  |
| Signature: |  |

**All Quotes are good for 30 days**

For Additional Information

Please Contact: **Brent Dobson**  
Phone: 620-345-6301

Fax: 316-462-0593  
Email: [bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

Vehicle Replacement Summary  
Vehicles for 2019

| Award To                  | Description     | Department/Division | Unit Price         | Unit Number<br>Being Replaced | Year/Make/Model of Vehicle Being Replaced | Mileage/Hours | Requisition<br>Number |
|---------------------------|-----------------|---------------------|--------------------|-------------------------------|---|---------------|-----------------------|
| Moridge Manufacturing Inc | Zero Turn Mower | Parks & Recreation  | \$15,771.43        | 43054022                      | 2014 KUMOTA ZG 332LP-72 Mower             | 1278          | 15935                 |
| Moridge Manufacturing Inc | Zero Turn Mower | Parks & Recreation  | \$15,771.43        | 43054023                      | 2015 KUMOTA ZG 332LP-72 Mower             | 1076          | 15935                 |
| Moridge Manufacturing Inc | Zero Turn Mower | Parks & Recreation  | \$15,771.43        | 43054024                      | 2016 KUMOTA ZG 332LP-72 Mower             | 1218          | 15935                 |
| Moridge Manufacturing Inc | Zero Turn Mower | Parks & Recreation  | \$15,771.43        | 43054025                      | 2017 KUMOTA ZG 332LP-72 Mower             | 1348          | 15935                 |
|                           |                 |                     | <b>\$63,085.72</b> |                               |   |               |                       |



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Mary Jaeger/Amy Tharnish

**SUBJECT:** Acceptance of bid and consideration of award of contract to INSCO Industries for the painting of fire hydrants for the Field Operations Division of Public Works.

---

**ITEM DESCRIPTION:**

Acceptance of bid and consideration of award of contract to INSCO Industries for the painting of fire hydrants for the Field Operations Division of Public Works.

---

**SUMMARY:** On February 21, 2019, six (6) bids were received for fire hydrant painting.

The Utilities Maintenance Section of Public Works seeks to paint 10% of the city's 5700 fire hydrants per year. Painting extends the fire hydrant's life and improves the "curb appeal" of the asset. Painted fire hydrants improve the citizens' and customers' confidence in the maintenance of the city's water system.

INSCO Industries provided the second low bid. After researching INSCO Industries references, staff concluded that INSCO Industries has experience painting fire hydrants and similar assets for multiple organizations in, and around, the Kansas City metropolitan area. It was determined, after researching the low bidder's references, that they did not have experience performing this type of work.

Staff recommends award of a three (3) year contract to INSCO Industries with the option to extend for additional one-year contract periods.

24 vendors were notified of this bid, two (2) Olathe vendors were solicited for this bid but they do not provide this type of service.

---

**FINANCIAL IMPACT:**

\$174,420.00 for a three-year contract to be paid from the Water and Sewer Fund.

---

**ACTION NEEDED:**

Acceptance of bid and consideration of award of contract to INSCO Industries for the painting of fire hydrants for the Field Operations Division of Public Works.

---

**ATTACHMENT(S):**

- A. Bid Tabulation

City of Olathe  
IFB #19-0038 - Fire Hydrant Painting  
February 21, 2019 - 11:30 AM

|      |  |              |      | Diversified Inc<br>Shawnee, KS |                 | Utility Maintenance<br>Contractors, LLC<br>Wichita, KS |                  | Razorback LLC<br>Tarpon Springs, FL |                  | Genesis Environmental<br>Solutions<br>Blue Springs, MO |                  | INSCO Industries<br>Kansas City, MO |                  | Bazan Painting Co.<br>St. Louis, MO |                  |
|------|--|--------------|------|--------------------------------|-----------------|--|------------------|-------------------------------------|------------------|--|------------------|-------------------------------------|------------------|-------------------------------------|------------------|
| Item | Description                            | Qty          | Unit | Unit Price                     | Total Price     | Unit Price   | Total Price      | Unit Price                          | Total Price      | Unit Price   | Total Price      | Unit Price                          | Total Price      | Unit Price                          | Total Price      |
| 1    | Price for painting of fire<br>hydrants | 1            | each | \$ 88.00                       | \$ 88.00        | \$ 175.00  | \$ 175.00        | \$ 253.00                           | \$ 253.00        | \$ 242.00  | \$ 242.00        | \$ 102.00                           | \$ 102.00        | \$ 125.00                           | \$ 125.00        |
|      |  | <b>TOTAL</b> |      |                                | <b>\$ 88.00</b> |  | <b>\$ 175.00</b> |                                     | <b>\$ 253.00</b> |  | <b>\$ 242.00</b> |                                     | <b>\$ 102.00</b> |                                     | <b>\$ 125.00</b> |

Recommended award



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Alan Shorthouse/John Gilroy

**SUBJECT:** Acceptance of bid and consideration of award of contract to Crossland Heavy Contractors, Inc for construction of the Black Bob Pump Station Generator Replacement, PN 5-C-040-18.

---

**ITEM DESCRIPTION:**

Acceptance of bid and consideration of award of contract to Crossland Heavy Contractors, Inc for construction of the Black Bob Pump Station Generator Replacement, PN 5-C-040-18.

---

**SUMMARY:** On March 13, 2019, five (5) bids were received and opened for the above referenced project. The bids for the Black Bob Pump Station Generator Replacement Project ranged from \$436,109 to \$592,408 with the Engineer's Estimate at \$472,609. Crossland Heavy Contractors, Inc. submitted the low and responsible bid in the amount of \$436,109. The following is a tabulation of the bids received:

|                                   |           |
|-----------------------------------|-----------|
| Crossland Heavy Contractors, Inc. | \$436,109 |
| Trinium, Inc.                     | \$463,609 |
| Mega Industries Corporation       | \$476,687 |
| GBA Builders, LLC                 | \$498,150 |
| Enerfab, Inc.                     | \$592,408 |

The City's water utility utilizes the Black Bob Pump Station to manage water pressure in the southeast portion of Olathe. The Black Bob pump station generator was installed in 1991. Parts for the existing generator are no longer available. This project will replace the existing unit with a current model and upgrade the associated electrical components to meet the current electrical code.

Construction of this project is scheduled to begin in October 2019 and will be completed by January 2020.

---

**FINANCIAL IMPACT:**

Funding for this project is as follows:

|                                |                  |
|--------------------------------|------------------|
| <u>Water &amp; Sewer Funds</u> | <u>\$500,000</u> |
| <b>Total</b>                   | <b>\$500,000</b> |

---

**ACTION NEEDED:**

Award of contract to Crossland Heavy Contractors, Inc. for the Black Bob Pump Station Generator Replacement, PN 5-C-040-18.

---

**ATTACHMENT(S):**

---

---

**MEETING DATE:** 4/2/2019

---

- A. Engineers Estimate and Affidavit of Estimate
- B. Project Fact Sheet
- C. Project Location Map



## AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS     )  
                                  ) ss.  
COUNTY OF JOHNSON)

Beth 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 Blackbob Pump Station Generator Replacement, PN 5-C-040-18 is attached and I am providing the estimate of the cost under oath (Exhibit A).

Beth Wright  
Beth Wright

Subscribed in my presence and sworn under oath before me this 21<sup>st</sup>  
day of March, 2019.



Alda Faye Upchurch  
Notary Public

My Appointment Expires

March 18, 2022

**Olathe, KS - Blackbob Pump Station Generator Replacement**  
**Opinion of Probable Construction Cost**  
**City Project No. 5-C-040-18**  
**March 13, 2019**

| Item No.   | Description  | Quantity | Unit | Unit Price    | Cost              |
|--|--|----------|------|---------------|-------------------|
| 1  | Mobilization   | 1        | LS   | \$ 8,200.00   | \$ 8,200          |
| 2  | Mechanical - HVAC and Plumbing                                       | 1        | LS   | \$ 55,800.00  | \$ 55,800         |
| 3  | Electrical - Generator Install, ATS, Conduit, Lighting, Wiring, Etc. | 1        | LS   | \$ 161,600.00 | \$ 161,600        |
| 4  | Structural - Stairs, Equip. Pads, Structural General                 | 1        | LS   | \$ 44,400.00  | \$ 44,400         |
| 5  | Architectural - Doors, Coatings, Louvers, Etc.                       | 1        | LS   | \$ 90,000.00  | \$ 90,000         |
| 6  | Demobilization   | 1        | LS   | \$ 4,000.00   | \$ 4,000          |
| 7  | Generator  | 1        | LS   | \$ 73,609.00  | \$ 73,609         |
| 8  | Owner's Allowance  | 1        | LS   | \$ 35,000.00  | \$ 35,000         |
| <b>FINAL OPINION OF PROBABLE CONSTRUCTION COST</b> |  |          |      |               | <b>\$ 472,609</b> |

**Notes:**

Does not include City cost for PLC integration.  
Items not specifically listed are considered subsidiary to the trade.  
Except for Item 7, all costs are rounded to the nearest \$100.



Feb 28 2019 3:54 PM



**Project Fact Sheet**  
**Blackbob Pumpstation Generator Replacement**  
**5-C-040-18**  
**April 2, 2019**

---

**Project Manager:** Alan Shorthouse / John Gilroy

**Description:** The City's water utility utilizes the Blackbob Pump Station to manage water pressure in the southeast portion of Olathe. The Blackbob pump station generator was installed in 1991. Parts for the existing generator are no longer available. This project will replace the existing unit with a current model and upgrade the associated electrical components to meet the current electrical code. The generator is used to keep the pumpstation operating during utility power interruptions.

**Justification:** This project will improve the operation and reliability of the Blackbob Pumpstation. This project replaces a generator asset that has reached the end of its useful life. The Blackbob Pumpstation is a critical asset for maintaining pressure in the southeast portion of Olathe and to ensure adequate water is available for fire protection.

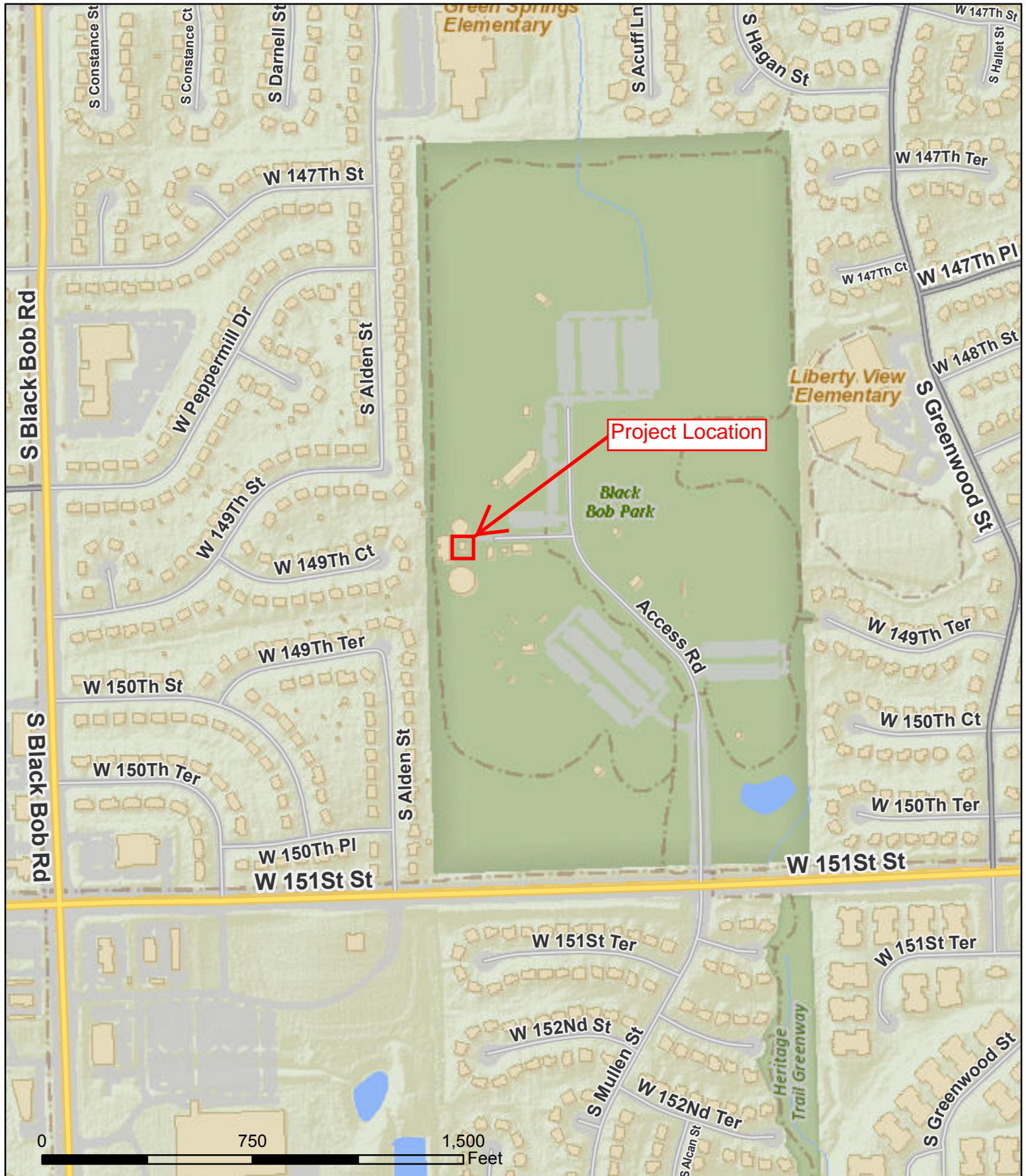
**Comments:** This project is being paid for with 2018 Water & Sewer Funds.

| <b>Schedule:</b>        | <b>Item</b>       | <b>Date</b>           |
|-------------------------|-------------------|-----------------------|
| Design:                 | Engineering       | 2018-2019             |
| Bidding:                | Advertisement     | 2/13/19               |
|                         | Bid Opening       | 3/13/19               |
|                         |                   |                       |
| <b>Council Actions:</b> | <b>Date</b>       | <b>Amount</b>         |
| Construction Contract   | 4/2/19            | \$ 436,109            |
|                         |                   |                       |
| <b>Funding Sources:</b> | <b>Amount</b>     | <b>CIP Year</b>       |
| Water & Sewer Funds     | \$ 500,000        | 2018                  |
|                         |                   |                       |
| <b>Expenditures:</b>    | <b>Budget</b>     | <b>Amount to Date</b> |
| Construction            | \$ 436,109        | \$ 0                  |
| <u>Contingency</u>      | <u>\$ 63,891</u>  | <u>\$ 0</u>           |
| <b>Total</b>            | <b>\$ 500,000</b> | <b>\$ 0</b>           |

# Blackbob Generator Replaement

## PN 5-C-040-18

### Project Location Map







# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Mary Jaeger/Michael Meadors/Susan Sherman/Jeff DeGraffenreid/Amy Tharnish

**SUBJECT:** Acceptance of bids and consideration of award of contracts to Olathe Ford, Shawnee Mission Ford, Landmark Dodge Chrysler Jeep, Summit Trucks, and MHC Trucks for the replacement and purchase of vehicles for 2019 for the City's fleet.

---

**ITEM DESCRIPTION:**

Acceptance of bids and consideration of award of contracts to Olathe Ford, Shawnee Mission Ford, Landmark Dodge Chrysler Jeep, Summit Trucks, and MHC Trucks for the replacement and purchase of vehicles for 2019 for the City's fleet.

---

**SUMMARY:**

On October 4, 2016, eighteen (18) bids were received for the purchase of vehicles for the City's fleet. Johnson County, Kansas, acted as lead agency for a Kansas City area metro-wide cooperative vehicle bid that included the City and ten (10) other agencies: Raytown, MO Police Department; City of Lee's Summit, MO; City of Raytown, MO; City of Independence, MO; City of Kansas City, MO; City of Merriam, KS; Douglas County, KS; Jackson County, MO and Unified Government of Wyandotte County.

Item #1: One (1) Ford Escape. This is new to the fleet and will be used by Fire Administration Codes for job site inspections and transportation of personnel.

Item #2: One (1)  $\frac{3}{4}$  Ton Pickup Truck. This is new to the fleet and will be used by Parks and Recreation for maintenance and transport.

Item #3: One (1)  $\frac{3}{4}$  Ton Pickup Truck. This is new to the fleet and will be used by Parks and Recreation for maintenance and transport.

Item #4: One (1) 1 Ton Pickup Truck. This is new to the fleet and will be used by Parks and Recreation for maintenance and transport.

Items #5 - #12: Eight (8) Ford Police Interceptors. Five (5) are replacements and will be used for Police Patrol vehicles. Three (3) are new to the fleet and will be used by Police for the new positions approved for School Resource Officers.

Item #13: One (1) 26000 GVWR Cab & Chassis. This is a replacement and will be used by Parks and Recreation as a water truck.

Item #14: One (1)  $\frac{3}{4}$  Ton Pickup Truck. This is a replacement and will be used by Parks and Recreation for maintenance and transport.

Item #15: One (1) Ford Explorer. This is a replacement and will be used by Parks and Recreation as a Park Ranger vehicle.

Item #16: One (1)  $\frac{1}{2}$  Ton Pickup Truck. This is a replacement and will be used by Parks and Recreation for maintenance and transport.

---

**MEETING DATE: 4/2/2019**

---

Items #17 - #18: Two (2) 1 Ton Pickup. These are new to the fleet and will be used for Animal Control.

Item #19: One (1)  $\frac{3}{4}$  Ton Pickup Truck. This is a replacement and will be used by Public Works Inspection Services.

Items #20 - #22: Three (3) Dodge Charger Police Vehicle. These are replacements and will be used for Police Patrol vehicles.

Item #23: One (1) 37000GVWR Cab & Chassis. This is a replacement and will be used by Public Works for Street Maintenance.

Item #24: One (1) 37000GVWR Cab & Chassis. This is a replacement and will be used by Public Works for Utilities Maintenance.

Item #25: One (1) 32000GVWR Cab & Chassis. This is a replacement and will be used by Public Works Street Maintenance.

Item #26. (1) 32000GVWR Cab & Chassis. This is a replacement and will be used by Public Works Storm Water.

Of the twenty-six (26) vehicles being purchased nineteen (19) are replacement vehicles and 7 (seven) are new vehicles including three (3) new vehicles for additional SRO's, three (3) for additional Park Maintenance staff, and one (1) new vehicle for an additional Community Enhancement Officer as part of the 2019 Budget.

The replacement vehicles are being replaced as a part of the regular vehicle replacement process and are fully amortized. The vehicles have paid \$1,250,880 into the Vehicle and Equipment Replacement Fund (VERF).

---

**FINANCIAL IMPACT:**

\$1,235,933. Funding will come from the Vehicle Equipment Replacement Fund (VERF).

---

**ACTION NEEDED:**

Award of contracts to Olathe Ford, Shawnee Mission Ford, Landmark Dodge Chrysler Jeep, Summit Trucks, and MHC Trucks for the purchase of vehicles for 2019 for the City's fleet.

---

**ATTACHMENT(S):**

A. Bid Tabulation

B. Vehicle Replacement Summary

| Item | Description                                   | Requisition Number | Quantity | Unit | Shawnee Mission Ford<br>Shawnee, KS |              | Olathe Ford<br>Olathe, KS |              | Landmark Dodge Chrysler Jeep<br>Overland Park, KS |              | Summit Trucks<br>Kansas City, KS |             | MHC Trucks<br>Olathe, KS |             |
|------|---|--------------------|----------|------|-------------------------------------|--------------|---------------------------|--------------|---|--------------|----------------------------------|-------------|--------------------------|-------------|
|      |   |                    |          |      | Unit Price                          | Total Price  | Unit Price                | Total Price  | Unit Price  | Total Price  | Unit Price                       | Total Price | Unit Price               | Total Price |
| 1    | Ford Escape                                   | 15908              | 1        | each | \$21,908.00                         | \$21,908.00  | \$23,013.00               | \$23,013.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 2    | Ford F-250 Supercab                           | 15842              | 1        | each | \$26,443.00                         | \$26,443.00  | \$27,326.00               | \$27,326.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 3    | Ford F-250 Supercab 4X4                       | 15839              | 1        | each | \$29,076.00                         | \$29,076.00  | \$29,706.00               | \$29,706.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 4    | Ford F350 4X2                                 | 15860              | 1        | each | \$27,180.00                         | \$27,180.00  | \$27,588.00               | \$27,588.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 5    | Ford Utility Interceptor AWD                  | 15927              | 8        | each | \$34,829.00                         | \$278,632.00 | \$35,295.00               | \$282,360.00 | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 6    | 26,000LB GVWR Cab & Chassis                   | 15885              | 1        | each |                                     | \$0.00       |                           | \$0.00       | No Bid  |              | \$72,429.00                      | \$72,429.00 | \$68,750.00              | \$68,750.00 |
| 7    | Ford F250 Crew Cab 4X4                        | 15841              | 1        | each | \$29,952.00                         | \$29,952.00  | \$31,879.00               | \$31,879.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 8    | Ford Explorer Utility                         | 15873              | 1        | each | \$24,215.00                         | \$24,215.00  | \$24,780.00               | \$24,780.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 9    | Ford F150 4X2                                 | 15840              | 1        | each | \$29,087.00                         | \$29,087.00  | \$30,914.00               | \$30,914.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 10   | Ford F350 4X4                                 | PD ANIMAL<br>CTRL  | 2        | each | \$27,892.00                         | \$55,784.00  | \$28,063.00               | \$56,126.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 11   | Ford F250 Super Cab 4X4                       | 15934              | 1        | each | \$28,815.00                         | \$28,815.00  | \$29,403.00               | \$29,403.00  | No Bid  |              | No Bid                           |             | No Bid                   |             |
| 12   | Dodge Charger Police Vehicle                  | 15928              | 3        | each | No Bid                              |              | No Bid                    |              | \$72,365.00                                       | \$217,095.00 | No Bid                           |             | No Bid                   |             |
| 13   | 37000LB GVWR International Cab & Chassis      | 15900              | 1        | each | No Bid                              |              | No Bid                    |              | No Bid  |              | \$85,597.00                      | \$85,597.00 | No Bid                   |             |
| 14   | 37000LB GVWR International Cab & Chassis      | 15899              | 1        | each | No Bid                              |              | No Bid                    |              | No Bid  |              | \$85,597.00                      | \$85,597.00 | No Bid                   |             |
| 15   | 32000LB GVWR International Crew Cab & Chassis | 15902              | 1        | each | No Bid                              |              | No Bid                    |              | No Bid  |              | \$83,599.00                      | \$83,599.00 | No Bid                   |             |

Recommended Award



Vehicle Replacement Summary  
Vehicles for 2019

| Item No. | Award To                     | Description                                  | Department/<br>Division | Unit Price  | Unit Number Being Replaced | Year/Make/Model of Vehicle Being<br>Replaced | Mileage/Hours | Requisition Number |
|----------|------------------------------|--|-------------------------|-------------|----------------------------|--|---------------|--------------------|
| 1        | Shawnee Misson Ford          | Ford Escape with options                     | Fire                    | \$21,908.00 | New                        |  |               | 15908              |
| 2        | Shawnee Misson Ford          | 3/4 Ton Pickup Truck Ford F-250 with options | Parks & Rec             | \$26,443.00 | New                        |  |               | 15842              |
| 3        | Shawnee Misson Ford          | 3/4 Ton Pickup Truck Ford F-250 with options | Parks & Rec             | \$29,076.00 | New                        |  |               | 15839              |
| 4        | Olathe Ford                  | 1 Ton Pickup F-350 with options              | Parks & Rec             | \$27,588.00 | New                        |  |               | 15860              |
| 5        | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | 2050050                    | 2014, Utility, Chevy Tahoe 4WD               | 119,934 miles | 15927              |
| 6        | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | 2010971                    | 2011, Sedan, Ford Crown Vic, Blk/Wht         | 85,028 miles  | 15927              |
| 7        | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | 2010974                    | 2012, Sedan, Ford Crown Vic, Blk/Wht         | 89,904 miles  | 15927              |
| 8        | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | 2010977                    | 2012, Sedan, Ford Crown Vic, Blk/Wht         | 96,532 miles  | 15927              |
| 9        | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | 2010978                    | 2012, Sedan, Ford Crown Vic, Blk/Wht         | 87,347 miles  | 15927              |
| 10       | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | New                        |  |               | 15927              |
| 11       | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | New                        |  |               | 15927              |
| 12       | Olathe Ford                  | Ford Police Interceptor SUV with options     | Police                  | \$35,295.00 | New                        |  |               | 15927              |
| 13       | MHC Trucks                   | 26000 GVWR Cab & Chassis with options        | Parks & Rec             | \$68,750.00 | 2060051                    | 1997, Truck, GMC Tank                        | 8,462 hours   | 15885              |
| 14       | Shawnee Misson Ford          | 3/4 Ton Pickup Truck Ford F-250 with options | Parks & Rec             | \$29,952.00 | 2050422                    | 2004, Pickup, Ford F-250, Red                | 79,995 miles  | 15841              |
| 15       | Shawnee Misson Ford          | Ford Explorer Utility with options           | Parks & Rec             | \$24,215.00 | 2050249                    | 2005, Utility, Ford Explorer, White          | 60,658 miles  | 15873              |
| 16       | Shawnee Misson Ford          | 1/2 Ton Pickup Ford F-150 with options       | Parks & Rec             | \$29,087.00 | 2050811                    | 2005, Pickup, Ford F-250                     | 78,366 miles  | 15840              |
| 17       | Olathe Ford                  | 1 Ton Pickup F-350 with options              | Police                  | \$56,126.00 | New                        |  |               | NA                 |
| 18       | Olathe Ford                  | 1 Ton Pickup F-350 with options              | Police                  | \$56,126.00 | New                        |  |               | NA                 |
| 19       | Shawnee Misson Ford          | 3/4 Ton Pickup Truck Ford F-250 with options | Public Works            | \$28,815.00 | 2050880                    | 2011, Pickup, Ford F-250, White              | 90,675 miles  | 15934              |
| 20       | Landmark Dodge Chrysler Jeep | Dodge Charger Police Vehicle with options    | Police                  | \$72,365.00 | 2010931                    | 2007, Sedan, Ford Crown Vic                  | 65,953 miles  | 15928              |
| 21       | Landmark Dodge Chrysler Jeep | Dodge Charger Police Vehicle with options    | Police                  | \$72,365.00 | 2010908                    | 2006, Sedan, Ford Taurus                     | 88,553 miles  | 15928              |
| 22       | Landmark Dodge Chrysler Jeep | Dodge Charger Police Vehicle with options    | Police                  | \$72,365.00 | 2010926                    | 2007, Sedan, Ford Crown Vic                  | 66,607 miles  | 15928              |
| 23       | Summit Trucks                | 37000 GVWR Cab & Chassis with options        | Public Works            | \$85,597.00 | 2060634                    | 2007, Truck, International Dump              | 8,379 hours   | 15900              |
| 24       | Summit Trucks                | 37000 GVWR Cab & Chassis with options        | Public Works            | \$85,597.00 | 2060638                    | 2008, Truck, Barrel Bed Dump                 | 8,080 hours   | 15899              |
| 25       | Summit Trucks                | 32000 GVWR Cab & Chassis with options        | Public Works            | \$83,599.00 | 2060641                    | 2008, Truck, International Utility           | 8,884 hours   | 15902              |
| 26       | Summit Trucks                | 32000 GVWR Cab & Chassis with options        | Public Works            | \$83,599.00 | 2060640                    | 2008, Truck, International Utility           | 10,085 hours  | 15903              |

\$1,235,933.00



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Michael Meadors/Amy Tharnish

**SUBJECT:** Acceptance of bid and consideration of award of contract to All Access Equipment, Inc. for the replacement of one (1) compact mini lift for the Parks & Recreation Department.

---

**ITEM DESCRIPTION:**

Acceptance of bid and consideration of award of contract to All Access Equipment, Inc. for the replacement of one (1) compact mini lift for the Parks & Recreation Department.

---

**SUMMARY:**

On March 14, 2019 one (1) bid was received for a compact mini lift. This unit will be used by the Parks & Recreation Department to elevate forestry employees into tree canopies for safe and effective pruning.

Staff recommends award of contract to All Access Equipment, Inc.

Two (2) Olathe vendors were notified. None responded to the bid because they did not provide the equipment being requested.

The mini lift is being replaced as part of the regular vehicle replacement process and is fully amortized. The vehicle has paid \$93,178 through lease fees into the Vehicle and Equipment Replacement Fund (VERF). VERF fund balance will cover the additional \$52,499.

---

**FINANCIAL IMPACT:**

\$145,677. Funding is from the Vehicle and Equipment Replacement Fund.

---

**ACTION NEEDED:**

Acceptance of bid and consideration of award of contract to All Access Equipment, Inc.

---

**ATTACHMENT(S):**

A. Bid Tabulation

|           |  |                         |     |      | All Access Equipment |
|-----------|--|-------------------------|-----|------|----------------------|
|           |  |                         |     |      | Wilmington, MA       |
| Item Code | Item Name  | Item Description        | Qty | Unit | Total Price          |
| 1         | Price for New Compact Mini Lift (designed for tree care) per the specifications of the bid<br>Item Vendor Ref Number | Enter year, make, model | 1   | each | \$145,677.00<br>8204 |
| TOTAL     |  |                         |     |      | \$145,677.00         |

Recommended Award



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Mary Jaeger/Amy Tharnish

**SUBJECT:** Consideration of Ordinance No. 19-11 and Resolution No. 19-1027 authorizing the issuance, delivery, form and details of approximately \$17,760,000 principal amount of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019.

---

**ITEM DESCRIPTION:**

Consideration of Ordinance No. 19-11 and Resolution No. 19-1027 authorizing the issuance, delivery, form and details of approximately \$17,760,000 principal amount of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019

---

**SUMMARY:**

As approved by the City Council on March 5, 2019, bids will be received by the City on April 2, 2019, from prospective buyers of the Water and Sewer System Revenue Bond Series 2019. The issuance includes the refunding of Series 2009 in the amount of \$1,875,000. The refunded portion has a 10-year term with a maturity date of 2029.

Accordingly, the best bid rates will be provided at the City Council meeting.

In addition to the best bid approval required above, the City's bond counsel, Gilmore & Bell, has prepared Ordinance No. 19-11 authorizing the issuance of the bonds. They have also prepared Resolution No. 19-1027, prescribing the form and details of and authorizing the delivery of the Water and Sewer System Revenue Bonds, Series 2019.

Draft copies of the above-mentioned ordinance and resolution are attached. The final versions of these documents will be presented at the City Council meeting once the bids have been received and the best bid has been determined.

The City has applied for a rating from Standard and Poor's Corporation. Revenue bonds are rated separately from general obligation bonds, because the source of repayment for the bonds comes from Water and Sewer operations rather than the full faith and credit of the City. Standard and Poor's affirmed the City's AA rating with a stable outlook.

---

**FINANCIAL IMPACT:**

The amount of Water and Sewer System Revenue Bonds, Series 2019 is approximately \$17,760,000. The total outstanding revenue bonds will be \$102,720,000 after the sale of Series 2019. Series 2019 has a 20-year term, with the last of the bonds maturing in 2039.

---

**ACTION NEEDED:**

Approval of Ordinance No. 19-11 and Resolution No. 19-1027 to prescribe the form and details of and authorize issuance and delivery of approximately \$17,760,000 principal amount of Water and

---

**MEETING DATE:** 4/2/2019

---

Sewer System Revenue Bonds, Series 2019.

---

**ATTACHMENT(S):**

Attachment A: Bond Ordinance and Resolution

**Gilmore & Bell, P.C.**  
**Draft: March 28, 2019**  
**Bond Ordinance & Resolution v2**

**WATER AND SEWER SYSTEM IMPROVEMENT  
AND REFUNDING REVENUE BONDS  
SERIES 2019**

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Bond Resolution
- D. Summary Bond Ordinance for Publication

**EXCERPT OF MINUTES OF A MEETING**

**OF THE GOVERNING BODY OF  
THE CITY OF OLATHE, KANSAS  
HELD ON APRIL 2, 2019**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Present: \_\_\_\_\_.

Absent: \_\_\_\_\_.

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The City Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, dated April 18, 2019 (the "Series 2019 Bonds"), of the City of Olathe, Kansas had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_], was the best bid for the Series 2019 Bonds, a copy of which is attached hereto as **EXHIBIT B**.

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$[PRINCIPAL AMOUNT] PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

Thereupon, Councilmember \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 19-11 and was signed by the Mayor and attested by the City Clerk, and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.



Thereupon, there was presented a Resolution entitled:

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 19-11 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Thereupon, Councilmember \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 19-1027 and was signed by the Mayor and attested by the City Clerk.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Olathe, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

City Clerk

***EXHIBIT A***  
***BID TABULATION***

***EXHIBIT B***  
***BID OF PURCHASER***

## **ORDINANCE NO. 19-11**

### **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$[PRINCIPAL AMOUNT] PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Olathe, Kansas (the “City”), is a city of the first class duly created, organized and existing under the Constitution and laws of the State of Kansas; and

**WHEREAS**, the City is authorized under the provisions of the Act (as herein defined), to issue and sell revenue bonds for the purpose of paying all or part of the cost of making alterations, repairs, extensions, enlargements and improvements to the System (as herein defined), provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues (as herein defined) derived by the City from the operation of the System; and

**WHEREAS**, the City has pursuant to Resolution No. 15-1053 declared its intention under the Act to repair, alter, extend, reconstruct, enlarge or improve the System as described in Section 1 thereof (“Project A”) at an estimated cost of \$55,456,070 and to issue water and sewer system revenue bonds in an amount not to exceed \$66,500,000; notice of such intention was published one time in the official City newspaper and no sufficient written protest thereto was filed with the City Clerk within 15 days after said publication date as set forth in the Act; and

**WHEREAS**, \$33,695,601.58 of the revenue bonds authorized by Resolution No. 15-1053 have been issued, consisting of the Series 2015 Bonds, the Series 2017 Bonds, and a portion of the Series 2018 Bonds, and the City proposes to issue an additional \$[ ] of water and sewer system revenue bonds so authorized to pay a portion of the costs of Project A and related bond reserves and financing costs; and

**WHEREAS**, the City has pursuant to Resolution No. 17-1093 (as ratified by Resolution No. 18-1018) declared its intention under the Act to repair, alter, extend, reconstruct, enlarge or improve the System as described in Section 1 thereof (“Project B”) at an estimated cost of \$20,947,244 and to issue water and sewer system revenue bonds in an amount not to exceed \$25,200,000; notice of such intention was published one time in the official City newspaper and no sufficient written protest thereto was filed with the City Clerk within 15 days after said publication date as set forth in the Act; and

**WHEREAS**, \$6,659,398.42 of the revenue bonds authorized by Resolution No. 17-1093 (as ratified by Resolution No. 18-1018) have been issued, consisting of a portion of the Series 2018 Bonds, and the City proposes to issue an additional \$[ ] of water and sewer system revenue bonds so authorized to pay a portion of the costs of Project B and related bond reserves and financing costs; and

**WHEREAS**, the City has pursuant to Resolution No. 19-1013 declared its intention under the Act to repair, alter, extend, reconstruct, enlarge or improve the System as described in Section 1 thereof (“Project C;” and, together with Project A and Project B, the “Project”) at an estimated cost of \$32,000,000 and to issue water and sewer system revenue bonds in an amount not to exceed \$32,000,000; notice of such intention was published one time in the official City newspaper and no sufficient written protest thereto was filed with the City Clerk within 15 days after said publication date as set forth in the Act; and

**WHEREAS**, none of the revenue bonds authorized by Resolution No. 19-1013 have been issued and the City proposes to issue \$[ ] of water and sewer system revenue bonds so authorized to pay the costs of Project C and related bond reserves and financing costs; and

**WHEREAS**, the governing body of the City has caused plans and specifications for the Project and an estimate of the costs thereof to be made and the same are hereby accepted and approved and shall be placed on file in the office of the City Clerk; and

**WHEREAS**, the City previously issued and has Outstanding the Refunded Bonds (as defined herein) and is authorized by K.S.A. 10-116a to issue refunding revenue bonds of the City for the purpose of refunding the Refunded Bonds; and

**WHEREAS**, in order to achieve interest cost savings through early redemption of the Refunded Bonds and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and the System to refund the Refunded Bonds; and

**WHEREAS**, the City has no bonds or other obligations outstanding payable from the Net Revenues of the System, except the following:

| <u>Series of Bonds</u>   | <u>Dated</u>      | <u>Amount<br/>Issued</u> | <u>Amount<br/>Outstanding</u> |
|--|-------------------|--------------------------|-------------------------------|
| Water and Sewer System Revenue Bonds, Series 2009  | February 1, 2009  | \$3,110,000              | *\$1,925,000                  |
| Taxable Water and Sewer System Revenue Bonds, Series 2010-A (Build America Bonds – Direct Pay) | February 23, 2010 | \$6,540,000              | \$4,115,000                   |
| Taxable Water and Sewer System Revenue Bonds, Series 2010-B (Build America Bonds – Direct Pay) | May 27, 2010      | \$8,050,000              | \$6,120,000                   |
| Taxable Water and Sewer System Revenue Bonds, Series 2010-C (Build America Bonds – Direct Pay) | December 28, 2010 | \$36,280,000             | \$28,640,000                  |
| Water and Sewer System Revenue Bonds, Series 2012  | December 18, 2012 | \$9,585,000              | \$7,030,000                   |
| Water and Sewer System Revenue Bonds, Series 2015  | October 1, 2015   | \$18,895,000             | \$16,710,000                  |
| Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017                    | April 4, 2017     | \$11,340,000             | \$10,765,000                  |
| Water and Sewer System Revenue Bonds, Series 2018  | April 3, 2018     | \$11,580,000             | \$11,580,000                  |

---

\* All Outstanding Series 2009 Bonds will be defeased and no longer payable from the Net Revenues of the System upon issuance of the Series 2019 Bonds.

**WHEREAS**, the resolutions authorizing the Series 2010-A Bonds, the Series 2010-B Bonds, the Series 2010-C Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and the Series 2018 Bonds provide that the City may issue additional bonds payable from Net Revenues on a parity with the Series 2010-A Bonds, 2010-B Bonds, the Series 2010-C Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds, and the Series 2018 Bonds upon the satisfaction of certain conditions; and

**WHEREAS**, prior to or simultaneously with the issuance of the Series 2019 Bonds, such conditions will be satisfied; and

**WHEREAS**, the City hereby finds and determines that it is necessary to authorize the issuance of the City's Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 in the principal amount of \$[PRINCIPAL AMOUNT] (the "Series 2019 Bonds") for the purposes set forth herein.

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

**Section 1. Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in this Ordinance and in the Resolution, the following words and terms as used in this Ordinance shall have the following meanings:

**"Act"** means the Constitution and Statutes of the State of Kansas including without limitation K.S.A. 10-101 *et seq.*, specifically including K.S.A. 10-116a, K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, all as amended and supplemented.

**"Additional Bonds"** means any bonds secured by the Net Revenues of the System hereinafter issued pursuant to Article X of the Resolution.

**"BAB Interest Subsidy Payments"** means payments to be received by the City from the U.S. Department of the Treasury under Code §§ 54AA(g) and 6431 in connection with the payments of interest on the Bonds.

**"Bonds"** means the Series 2019 Bonds.

**"City"** means the City of Olathe, Kansas.

**"City Clerk"** means the duly appointed and acting City Clerk or, in the City Clerk's absence, the duly appointed Deputy City Clerk or Acting City Clerk of the City.

**"Code"** means the Internal Revenue Code of 1986, as amended, together with any regulations applicable thereto or promulgated thereunder by the United States Department of the Treasury.

**"Current Expenses"** means all necessary expenses of operation, maintenance and repair of the System, including, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance, and all other expenses incident to the operation of the System, but shall exclude depreciation and amortization charges, interest paid on revenue bonds of the System, all general administrative expenses of the City not related to the operation of the System, and the payments into the Bond Reserve Account provided for in the Resolution.



**“Gross Revenues”** means all charges, fees, income and revenues (including interest and investment earnings) derived and collected by the City from the operation and ownership of the System including without limitation the System Development Charge collected pursuant to Section 13.26 of the Municipal Code of the City, as amended, and any rate, fee or charge that succeeds to the System Development Charge, and any amounts deposited in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay debt service on revenue bonds of the System, BAB Interest Subsidy Payments and net proceeds of any business interruption insurance, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**“Mayor”** means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor, Mayor Pro Tem or Acting Mayor of the City.

**“Net Revenues”** means Gross Revenues less Current Expenses.

**“Ordinance”** means this ordinance as from time to time amended in accordance with the terms hereof.

**“Original Purchaser”** means [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_].

**“Parity Bonds”** means the Bonds, the Series 2010-A Bonds, the Series 2010-B Bonds, the Series 2010-C Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds, the Series 2018 Bonds and any bonds hereinafter issued pursuant to Sections 1002 or 1004 of the Resolution and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the Net Revenues of the System.

**“Project”** means, collectively, Project A, Project B and Project C or any Substitute Project.

**“Project A”** means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 15-1053 of the City.

**“Project B”** means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 17-1093 (as ratified by Resolution No. 18-1018) of the City.

**“Project C”** means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 19-1013 of the City.

**“Refunded Bonds”** means the Series 2009 Bonds maturing in the years 2019 to 2029, inclusive, in the aggregate principal amount of \$1,925,000.

**“Resolution”** means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

**“Series 2009 Bonds”** means the Water and Sewer System Revenue Bonds, Series 2009 authorized by Ordinance No. 09-08 and Resolution No. 09-1009 of the City adopted on January 20, 2009.

**“Series 2010-A Bonds”** means the Taxable Water and Sewer System Revenue Bonds, Series 2010-A (Build America Bonds – Direct Pay) authorized by Ordinance No. 10-10 and Resolution No. 10-1007 of the City adopted on January 26, 2010.

**“Series 2010-B Bonds”** means the Taxable Water and Sewer System Revenue Bonds, Series 2010-B (Build America Bonds – Direct Pay) authorized by Ordinance No. 10-35 and Resolution No. 10-1039 of the City adopted on May 4, 2010.

**“Series 2010-C Bonds”** means the Taxable Water and Sewer System Revenue Bonds, Series 2010-C (Build America Bonds – Direct Pay), authorized by Ordinance No. 10-81 and Resolution No. 10-1085 of the City adopted on December 7, 2010.

**“Series 2012 Bonds”** means the Water and Sewer System Revenue Bonds, Series 2012, authorized by Ordinance No. 12-59 and Resolution No. 12-1076 of the City adopted on December 4, 2012.

**“Series 2015 Bonds”** means the Water and Sewer System Revenue Bonds, Series 2015, authorized by Ordinance No. 15-57 and Resolution No. 15-1078 of the City adopted on September 15, 2015.

**“Series 2017 Bonds”** means the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017, authorized by Ordinance No. 17-19 and Resolution No. 17-1026 of the City adopted on March 21, 2017.

**“Series 2018 Bonds”** means the Water and Sewer System Revenue Bonds, Series 2018, authorized by Ordinance No. 18-11 and Resolution No. 18-1034 of the City adopted on March 20, 2018.

**“Series 2019 Bonds”** means the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, authorized by this Ordinance.

**“Substitute Project”** means a substitute or additional project of the System authorized in the manner set forth in the Parity Bond Resolution.

**“System”** means the entire waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water and for the collection, treatment and disposal of sewage together with all alterations, repairs, extensions, enlargements and improvements thereto hereafter made or acquired by the City.

**Section 2. Authorization of the Bonds.** There shall be issued and are hereby authorized and directed to be issued the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, of the City in the principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to (i) pay a portion of the costs of the Project, (ii) refund the Refunded Bonds, (iii) fund a debt service reserve fund, and (iv) pay Costs of Issuance of the Bonds.

**Section 3. Security for the Bonds.** The Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except

as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over any Parity Bonds and any Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Bonds.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution hereinafter adopted by the governing body of the City. The provisions, covenants and agreements set forth in the Resolution are incorporated herein and are deemed a part of this Ordinance as if the Resolution was set out herein in its entirety.

**Section 5. Rate Covenant.** The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all alterations, repairs, extensions, enlargements and improvements thereto hereafter constructed or acquired by the City, as will produce revenues sufficient to (a) pay the cost of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds and any Parity Bonds as and when the same become due; (c) enable the City to have in each fiscal year Net Revenues in an amount that will be not less than 110% of the Debt Service Requirements required to be paid by the City in such fiscal year; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the Parity Bonds and the interest thereon and for the protection and benefit of the System of the City as provided in this Ordinance and the Resolution.

**Section 6. Further Authority.** The Mayor, Director of Resource Management, Treasurer, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, including the making of alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** The Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication (or a summary thereof) in the official newspaper of the City.

[Balance of page intentionally left blank]

**PASSED** by the governing body of the City on April 2, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

---

Mayor

ATTEST:

---

City Clerk

---

---

**RESOLUTION NO. 19-1027**

**OF THE**

**CITY OF OLATHE, KANSAS**

**ADOPTED APRIL 2, 2019**

**\$(PRINCIPAL AMOUNT)**

**WATER AND SEWER SYSTEM IMPROVEMENT  
AND REFUNDING REVENUE BONDS**

**SERIES 2019**

---

---

## INDEX

|                | <u>Page</u> |
|----------------|-------------|
| Title.....     | 1           |
| Recitals ..... | 1           |

### ARTICLE I

#### **DEFINITIONS**

|              |                                      |   |
|--------------|--------------------------------------|---|
| Section 101. | Definitions of Words and Terms ..... | 1 |
|--------------|--------------------------------------|---|

### ARTICLE II

#### **AUTHORIZATION OF THE BONDS**

|              |  |    |
|--------------|--|----|
| Section 201. | Authorization of the Bonds.....                          | 9  |
| Section 202. | Security for the Bonds .....                             | 9  |
| Section 203. | Description of the Bonds .....                           | 9  |
| Section 204. | Designation of Paying Agent and Bond Registrar.....      | 10 |
| Section 205. | Method and Place of Payment of the Bonds.....            | 10 |
| Section 206. | Method of Execution and Authentication of the Bonds..... | 11 |
| Section 207. | Registration, Transfer and Exchange of Bonds .....       | 11 |
| Section 208. | Surrender and Cancellation of Bonds .....                | 12 |
| Section 209. | Mutilated, Lost, Stolen or Destroyed Bonds .....         | 12 |
| Section 210. | Temporary Bonds .....                                    | 12 |
| Section 211. | Execution and Delivery of the Bonds.....                 | 13 |
| Section 212. | Book-Entry Bonds; Securities Depository.....             | 13 |
| Section 213. | Authorization of Escrow Agreement .....                  | 14 |

### ARTICLE III

#### **REDEMPTION OF THE BONDS**

|              |   |    |
|--------------|---|----|
| Section 301. | Redemption of Bonds .....               | 14 |
| Section 302. | Selection of Bonds to be Redeemed ..... | 15 |
| Section 303. | Notice of Redemption.....               | 15 |
| Section 304. | Effect of Call for Redemption .....     | 16 |

### ARTICLE IV

#### **FORM OF THE BONDS**

|              |                         |    |
|--------------|-------------------------|----|
| Section 401. | Form of the Bonds ..... | 16 |
|--------------|-------------------------|----|

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS**

|              |  |    |
|--------------|--|----|
| Section 501. | Creation of Funds and Accounts.....        | 17 |
| Section 502. | Administration of Funds and Accounts ..... | 17 |

## **ARTICLE VI**

### **APPLICATION OF BOND PROCEEDS**

|              |  |    |
|--------------|--|----|
| Section 601. | Disposition of Bond Proceeds .....                               | 18 |
| Section 602. | Application of Monies in the Project Account .....               | 18 |
| Section 603. | Application of Monies in the Escrow Fund.....                    | 19 |
| Section 604. | Application of Monies in the Costs of Issuance Account.....      | 19 |
| Section 605. | Deposits into and Application of Monies in the Rebate Fund ..... | 19 |
| Section 606. | Nonpresentment of Bonds .....                                    | 19 |

## **ARTICLE VII**

### **COLLECTION AND APPLICATION OF REVENUES**

|              |  |    |
|--------------|--|----|
| Section 701. | Revenue Fund.....                                    | 19 |
| Section 702. | Application of Monies in the Revenue Fund.....       | 20 |
| Section 703. | Deficiency of Payments into Funds and Accounts ..... | 22 |
| Section 704. | Transfer of Funds to Paying Agent.....               | 22 |
| Section 705. | Payments Due on Saturdays, Sundays and Holidays..... | 22 |

## **ARTICLE VIII**

### **DEPOSIT AND INVESTMENT OF MONIES**

|              |                  |    |
|--------------|------------------|----|
| Section 801. | Deposits .....   | 22 |
| Section 802. | Investments..... | 22 |

## **ARTICLE IX**

### **PARTICULAR COVENANTS OF THE CITY**

|              |  |    |
|--------------|--|----|
| Section 901. | Efficient and Economical Operation .....         | 23 |
| Section 902. | Rate Covenant .....                              | 23 |
| Section 903. | Reasonable Charges for all Services.....         | 23 |
| Section 904. | Restrictions on Mortgage or Sale of System ..... | 23 |
| Section 905. | Financial Records and Reports .....              | 24 |
| Section 906. | Annual Budget.....                               | 24 |
| Section 907. | Annual Audit .....                               | 24 |
| Section 908. | Bondowners' Right of Inspection .....            | 25 |
| Section 909. | Performance of Duties .....                      | 25 |
| Section 910. | Parity Bond Certification.....                   | 25 |



## **ARTICLE X**

### **ADDITIONAL BONDS**

|               |                        |    |
|---------------|------------------------|----|
| Section 1001. | Prior Lien Bonds.....  | 26 |
| Section 1002. | Parity Lien Bonds..... | 26 |
| Section 1003. | Junior Lien Bonds..... | 27 |
| Section 1004. | Refunding Bonds.....   | 27 |

## **ARTICLE XI**

### **DEFAULT AND REMEDIES**

|               |                                      |    |
|---------------|--------------------------------------|----|
| Section 1101. | Contract with Owners.....            | 27 |
| Section 1102. | Acceleration and Other Remedies..... | 27 |
| Section 1103. | Limitation on Remedies.....          | 28 |
| Section 1104. | Remedies Cumulative.....             | 28 |
| Section 1105. | No Obligation to Levy Taxes.....     | 29 |

## **ARTICLE XII**

### **DEFEASANCE**

|               |                 |    |
|---------------|-----------------|----|
| Section 1201. | Defeasance..... | 29 |
|---------------|-----------------|----|

## **ARTICLE XIII**

### **AMENDMENTS**

|               |                                     |    |
|---------------|-------------------------------------|----|
| Section 1301. | Amendments.....                     | 29 |
| Section 1302. | Written Evidence of Amendments..... | 30 |

## **ARTICLE XIV**

### **CONTINUING DISCLOSURE REQUIREMENTS**

|               |  |    |
|---------------|--|----|
| Section 1401. | Disclosure Requirements.....                                   | 30 |
| Section 1402. | Failure to Comply with Continuing Disclosure Requirements..... | 30 |
| Section 1403. | General Tax Covenants.....                                     | 30 |
| Section 1404. | Survival of Covenants.....                                     | 31 |

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

|               |  |    |
|---------------|--|----|
| Section 1501. | Sale of the Bonds.....                                     | 31 |
| Section 1502. | Preliminary Official Statement and Official Statement..... | 31 |
| Section 1503. | Notices, Consents and Other Instruments by Bondowners..... | 31 |
| Section 1504. | Parties Interested Herein; Third Party Beneficiaries.....  | 32 |
| Section 1505. | Further Authority.....                                     | 32 |

|               |                               |    |
|---------------|-------------------------------|----|
| Section 1506. | Severability.....             | 32 |
| Section 1507. | Governing Law .....           | 32 |
| Section 1508. | Inconsistent Provisions ..... | 32 |
| Section 1509. | Electronic Transactions.....  | 32 |
| Section 1510. | Effective Date .....          | 32 |

|                       |            |
|-----------------------|------------|
| <b>Adoption .....</b> | <b>S-1</b> |
|-----------------------|------------|

|                                 |            |
|---------------------------------|------------|
| <b>Signature and Seal .....</b> | <b>S-1</b> |
|---------------------------------|------------|

Exhibit A - Form of Bond

## RESOLUTION NO. 19-1027

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 19-11 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

**WHEREAS**, the City has passed the Ordinance authorizing the issuance of the Bonds; and

**WHEREAS**, the Ordinance recognized that the Governing Body of the City would adopt a resolution prescribing certain details and conditions and making certain covenants with respect to the issuance of the Bonds.

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

### **ARTICLE I**

#### **DEFINITIONS**

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in the Ordinance and this Resolution, the following words and terms as used in this Resolution shall have the following meanings:

“Act” means the Constitution and Statutes of the State of Kansas including without limitation K.S.A. 10-101 *et seq.*, specifically including K.S.A. 10-116a, K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, all as amended and supplemented.

“Additional Bonds” means any bonds or other obligations secured by the Net Revenues, and hereafter issued pursuant to and in accordance with **Article X** hereof.

“Authorized Investments” shall mean the investments hereinafter described, provided, however, no monies or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the City is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; (l) bonds of any municipality of

the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

“Average Annual Debt Service” means the average of the Debt Service Requirements as computed for the then current and all future fiscal years; provided that the Debt Service Requirements in the final Stated Maturity of any series of Parity Bonds shall be reduced by the value of cash and permitted investments on deposit in the applicable Bond Reserve Account, so long as such Bond Reserve Account is maintained at the applicable Bond Reserve Requirement.

“BAB Interest Subsidy Payments” means payments to be received by the City from the U.S. Department of the Treasury under Code §§ 54AA(g) and 6431 in connection with the payments of interest on the Bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Bond Registrar” means the Treasurer of the State of Kansas, and its successors and assigns.

“Bond Reserve Account” means the Bond Reserve Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, created by this Resolution.

“Bond Reserve Requirement” means an amount equal to \$[\_\_\_\_\_].

“Bondowner” means the same as the term Owner.

“Bonds” means the Series 2019 Bonds.

“Business Day” means a day on which financial institutions located in New York, New York or Topeka, Kansas are not required or authorized to remain closed.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“City” means the City of Olathe, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk or, in the City Clerk’s absence, the duly appointed Deputy City Clerk or Acting City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended, together with any regulations applicable thereto or promulgated thereunder by the United States Department of the Treasury.

“Consultant” means the Consulting Engineer, the Independent Accountant, or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the City for the purpose of carrying out the duties imposed on the Consultant by the Parity Bond Resolutions.

“Consulting Engineer” means an independent engineer or engineering firm, having a reputation for skill and experience in the construction and operation of public utilities, at the time employed by the City for the purpose of carrying out the duties imposed on the Consulting Engineer by this Resolution.

“Costs of Issuance” means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“Costs of Issuance Account” means the Costs of Issuance Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 created pursuant to **Section 501** hereof.

“Current Expenses” means all necessary expenses of operation, maintenance and repair of the System, including, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance, and all other expenses incident to the operation of the System, but shall exclude depreciation and amortization charges, interest paid on revenue bonds of the System, all general administrative expenses of the City not related to the operation of the System, and the payments into the Bond Reserve Account provided for in the Resolution.

“Dated Date” shall mean the Issue Date.

“Debt Service Coverage Ratio” means, for any fiscal year the ratio determined by dividing (i) a numerator equal to the Net Revenues for such fiscal year by (ii) a denominator equal to the Average Annual Debt Service; provided that with respect to Additional Bonds that are proposed to be Parity Bonds, Debt Service Requirements on junior lien bonds issued pursuant to **Section 1003** hereof, or pursuant to any other Parity Bond Resolutions, shall be disregarded.

“Debt Service Requirements” shall mean the required payments of principal, premium, if any, and interest on the Bonds, any Parity Bonds and any Additional Bonds in accordance with the terms and provisions of this Resolution; provided, however, that for purposes of calculating such amounts, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof.

“Defaulted Interest” means any interest on the Bonds which is payable but is not punctually paid on any Interest Payment Date.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the City’s Continuing Disclosure Undertaking dated as of the Dated Date, relating to certain obligations contained in Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Escrow Agent” means UMB Bank, N.A., Kansas City, Missouri, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the City and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds created herein.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“Event of Default” means each of the following occurrences or events:

- (a) Payment of the principal of and interest and the redemption premium, if any, on any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or
- (b) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, in the Ordinance or in this Resolution on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the owner of any of the Bonds then Outstanding; or
- (c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

“Federal Tax Certificate” means the Federal Tax Certificate (dated as of the Issue Date), as the same may be amended or supplemented in accordance with its terms.

“Governing Body” means the City Council of the City of Olathe or any successor governing body.

“Gross Revenues” means all charges, fees, income and revenues (including interest and investment earnings) derived and collected by the City from the operation and ownership of the System, including, without limitation the System Development Charge collected pursuant to Section 13.26 of the Municipal Code of the City, as amended, and any rate, fee or charge that succeeds to the System Development Charge, any amounts deposited in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay debt service on revenue bonds of the System, BAB Interest Subsidy Payments and net proceeds of any business interruption insurance, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Independent Accountant” means an independent certified accountant or firm of certified accountants at the time employed by the City for the purpose of carrying out the duties imposed on the Independent Accountant by this Resolution.

“Interest Payment Dates” shall mean January 1 and July 1 of each year, commencing July 1, 2019, and ending on the final maturity date of the Bonds, or such other time as the Bonds are paid or provision is made for the payment thereof.

“Issue Date” means the date when the City delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor, Mayor Pro Tem or Acting Mayor of the City.

“Moody’s” means Moody’s Investors Service, its successors and assigns or if such entity shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City, by notice to the Original Purchaser.

“Net Revenues” means Gross Revenues less Current Expenses.

“Operation and Maintenance Account” means the Water and Sewer System Operation and Maintenance Account created by this Resolution.

“Ordinance” means Ordinance No. 19-11 authorizing the issuance of the Series 2019 Bonds, as from time to time amended in accordance with the terms thereof.

“Original Purchaser” means [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_].

“Outstanding” shall mean, as of a particular date, all bonds previously issued, authenticated and delivered under the provisions of this Resolution, except:

(a) bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) bonds for the payment or redemption of which monies or investments have been deposited in accordance with **Article XII** of this Resolution; and

(c) bonds in exchange for or in lieu of which other bonds have been authenticated and delivered pursuant to this Resolution.

“Owner” or “Registered Owner” when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

“Parity Bonds” means the Bonds, the Series 2010-A Bonds, the Series 2010-B Bonds, the Series 2010-C Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds, the Series 2018 Bonds and any Additional Bonds hereinafter issued pursuant to **Sections 1002 or 1004** of this Resolution and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the Net Revenues of the System.

“Parity Bond Resolutions” means jointly the Series 2010-A Resolution, the Series 2010-B Resolution, the Series 2010-C Resolution, the Series 2012 Resolution, the Series 2015 Resolution, the Series 2017 Resolution, the Series 2018 Resolution, the Ordinance, this Resolution, and the ordinances and resolutions under which any additional Parity Bonds shall be issued.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.



“Paying Agent” means the Treasurer of the State of Kansas, and its successors and assigns.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Principal and Interest Account” means the Principal and Interest Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 created by this Resolution.

“Principal Payment Dates” shall mean July 1 of each year, commencing July 1, 2019, until such time as the aggregate principal amount of the Bonds has been paid or provision is made for the payment thereof, whether at Stated Maturity or Redemption Date.

“Project” means, collectively, Project A, Project B and Project C or any Substitute Project.

“Project A” means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 15-1053 of the City.

“Project B” means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 17-1093 (as ratified by Resolution No. 18-1018) of the City.

“Project C” means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions, or enlargements of the System described in Resolution No. 19-1013 of the City.

“Project Account” means the Project Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, created by this Resolution.

“Purchase Price” shall mean principal amount of the Series 2019 Bonds[, plus a net premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_].

“Rebate Fund” means the Rebate Fund for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, created by this Resolution.

“Record Date” means the fifteenth day of the month (whether or not a business day) next preceding each Interest Payment Date in each year the Bonds are Outstanding.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bonds” means the Series 2009 Bonds maturing in the years 2019 to 2029, inclusive, in the aggregate principal amount of \$1,925,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means July 1, 2019.

“Refunded Bonds Resolution” means the ordinance and the resolution which authorized the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with *Section 212(b)* hereof.

“Representation Letter” means any Representation Letter from the City and the Paying Agent to the Securities Depository with respect to the Bonds.

“Resolution” means this resolution as from time to time amended in accordance with the terms hereof.

“Revenue Fund” means the Water and Sewer System Revenue Fund referred to in this Resolution.

“S&P” or “Standard & Poor’s” means S&P Global Ratings, a division of S&P Global Inc., New York, New York, its successors and assigns or if such entity shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City, by notice to the Original Purchaser.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2009 Bond Reserve Account” means the Bond Reserve Account for the Series 2009 Bonds established by Resolution No. 09-1009 of the City.

“Series 2009 Bonds” means the Water and Sewer System Revenue Bonds, Series 2009 authorized by the Series 2009 Resolution.

“Series 2010-A Bonds” means the Taxable Water and Sewer System Revenue Bonds, Series 2010-A (Build America Bonds – Direct Pay), authorized by the Series 2010-A Resolution.

“Series 2010-B Bonds” means the Taxable Water and Sewer System Revenue Bonds, Series 2010-B (Build America Bonds – Direct Pay), authorized by the Series 2010-B Resolution.

“Series 2010-C Bonds” means the Taxable Water and Sewer System Revenue Bonds, Series 2010-C (Build America Bonds – Direct Pay) authorized by the Series 2010-C Resolution.

“Series 2012 Bonds” means the Water and Sewer System Revenue Bonds, Series 2012, authorized by the Series 2012 Resolution.

“Series 2015 Bonds” means the Water and Sewer System Revenue Bonds, Series 2015, authorized by the Series 2015 Resolution.

“Series 2017 Bonds” means the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017, authorized by the Series 2017 Resolution.

“Series 2018 Bonds” means the Water and Sewer System Revenue Bonds, Series 2018, authorized by the Series 2018 Resolution.

“Series 2019 Bonds” means the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, authorized by the Ordinance.

“Series 2009 Resolution” means Resolution No. 09-1009 and Ordinance No. 09-08 of the City passed on January 20, 2009, authorizing the issuance of the Series 2009 Bonds.

“Series 2010-A Resolution” means Ordinance No. 10-10 and Resolution No. 10-1007 of the City passed on January 26, 2010, authorizing the issuance of the Series 2010-A Bonds.

“Series 2010-B Resolution” means Ordinance No. 10-35 and Resolution No. 10-1039 of the City passed on May 4, 2010, authorizing the issuance of the Series 2010-B Bonds.

“Series 2010-C Resolution” means Ordinance No. 10-81 and Resolution No. 10-1085 of the City passed on December 7, 2010, authorizing the issuance of the Series 2010-C Bonds.

“Series 2012 Resolution” means Ordinance No. 12-59 and Resolution No. 12-1076 of the City passed on December 4, 2012, authorizing the issuance of the Series 2012 Bonds.

“Series 2015 Resolution” means Ordinance No. 15-57 and Resolution No. 15-1078 of the City passed on September 15, 2015, authorizing the issuance of the Series 2015 Bonds.

“Series 2017 Resolution” means Ordinance No. 17-19 and Resolution No. 17-1026 of the City passed on March 21, 2017, authorizing the issuance of the Series 2017 Bonds.

“Series 2018 Resolution” means Ordinance No. 18-11 and Resolution No. 18-1034 of the City passed on March 20, 2018, authorizing the issuance of the Series 2018 Bonds.

“Special Record Date” means a date fixed by the Bond Registrar for the payment of any Defaulted Interest.

“State” means the State of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Project” means a substitute or additional project of the System authorized in the manner set forth in the Parity Bond Resolution.

“Surplus Account” means the Water and Sewer System Surplus Account referred to in this Resolution.

“System” means the entire waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water and for the collection, treatment and disposal of sewage together with all alterations, repairs, extensions, enlargements and improvements thereto hereafter made or acquired by the City.

“Term Bonds” means any Series 2019 Bond designated as a Term Bond in this Resolution.

“Treasurer” means the duly appointed and acting Treasurer of the City or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

## ARTICLE II

### **AUTHORIZATION OF THE BONDS**

Section 201. Authorization of the Bonds. There shall be issued and are hereby authorized and directed to be issued the Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, of the City in the principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) refund the Refunded Bonds; (c) fund a debt service reserve fund; and (d) pay Costs of Issuance of the Bonds.

Section 202. Security for the Bonds. The security for the Bonds shall be as set forth in *Section 3* of the Ordinance.

Section 203. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered in such manner as the Bond Registrar shall determine. The Bonds shall be dated their Issue Date, shall become due on the Principal Payment Dates and shall bear interest at the rates per annum as follows:

#### SERIAL BONDS

| Maturity<br><u>July 1</u> | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> | Maturity<br><u>July 1</u> | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> |
|---------------------------|----------------------------|-------------------------|---------------------------|----------------------------|-------------------------|
| 2019                      | \$ _____                   | _____%                  | 2030                      | \$ _____                   | _____%                  |
| 2020                      | _____                      | _____                   | 2031                      | _____                      | _____                   |
| 2021                      | _____                      | _____                   | 2032                      | _____                      | _____                   |
| 2022                      | _____                      | _____                   | 2033                      | _____                      | _____                   |
| 2023                      | _____                      | _____                   | 2034                      | _____                      | _____                   |
| 2024                      | _____                      | _____                   | 2035                      | _____                      | _____                   |
| 2025                      | _____                      | _____                   | 2036                      | _____                      | _____                   |
| 2026                      | _____                      | _____                   | 2037                      | _____                      | _____                   |
| 2027                      | _____                      | _____                   | 2038                      | _____                      | _____                   |
| 2028                      | _____                      | _____                   | 2039                      | _____                      | _____                   |
| 2029                      | _____                      | _____                   |                           |                            |                         |

#### \*\*\*TERM BONDS

| Maturity<br><u>July 1</u> | Principal<br><u>Amount</u> | Interest<br><u>Rate</u> |
|---------------------------|----------------------------|-------------------------|
| 20__                      | \$ _____                   | _____%                  |
| 20__                      | _____                      | _____]***               |

Interest on the Bonds at the rates aforesaid (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or

duly provided for, shall be payable on the Interest Payment Dates, to the owners thereof whose names appear on the books maintained by the Bond Registrar at the close of business on the Record Dates.

Section 204. Designation of Paying Agent and Bond Registrar. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the City's Paying Agent and Bond Registrar. The Mayor and City Clerk are hereby authorized and empowered to execute on behalf of the City an agreement with the Paying Agent and Bond Registrar for the Bonds.

The City will at all times maintain a Paying Agent for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of Paying Agent and appointing a successor, and (2) causing notice to be given by first class mail to each Bondowner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Section 205. Method and Place of Payment of the Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payments which become due on Saturdays, Sundays and holidays may be made on the next succeeding Business Day.

The principal of and any premium on the Bonds shall be paid to the Registered Owner of each Bond upon presentation of the Bond at the maturity or Redemption Date to the Paying Agent for cancellation. The interest payable on the Bonds on any Interest Payment Date shall be paid (a) by check or draft mailed by the Paying Agent to the Registered Owner of each Bond at the Registered Owner's address as it appears on the registration books of the City maintained by the Bond Registrar at the close of business on the Record Date for such interest or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding any of the foregoing provisions of this Section to the contrary, any Defaulted Interest shall be payable to the Owners as of the close of business on the Special Record Date. The Special Record Date shall be fixed in the following manner: (1) the City shall notify the Bond Registrar in writing of the amount of Defaulted Interest proposed to be paid on the Bonds and the date of the proposed payment, which proposed payment date shall be at least thirty (30) days after receipt by the Bond Registrar of such notice from the City; (2) at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment; and (3) thereupon, the Bond Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which shall not be more than fifteen (15) days nor less than ten (10) days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears in the registration books maintained by the Paying Agent and Bond Registrar not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep in its offices a record of payment of principal of, premium, if any, and interest on all Bonds.

Section 206. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the aforementioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other owners as though said officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of the Resolution until authenticated by the Bond Registrar or a duly authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 207. Registration, Transfer and Exchange of Bonds. As long as the Bonds remain Outstanding, the City shall cause the books for the registration and transfer of the Bonds as provided in the Resolution to be kept by the Bond Registrar.

Upon presentation of the necessary documents as hereinafter described, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) which was presented for transfer or exchange.

All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent. In addition, all Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation.

Prior to delivery of the new Bond(s) to the transferee, the Bond Registrar shall register the same in the registration books kept by the Bond Registrar for such purpose and shall authenticate each Bond.

The City shall pay out of the proceeds of the Bonds the fees of the Bond Registrar for registration and transfer of the Bonds and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the owners.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds (i) during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date, (ii) during a period beginning at the opening of business fifteen days preceding a mailing of a notice of redemption for Bonds selected for redemption and ending at the close of business on the date of such mailing, (iii) from and after the establishing of any Special Record Date and the date of payment of any Defaulted Interest, or (iv) selected for redemption in whole or in part.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The City, Bond Registrar and Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on said Bond and for all other purposes, and all such payment so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to the extent of the sum or sums so paid, and neither the City, Bond Registrar and Paying Agent shall be affected by any notice to the contrary.

Section 208. Surrender and Cancellation of Bonds. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Bond Registrar, either at or before maturity, shall be cancelled by the Bond Registrar immediately upon the payment, redemption and surrender thereof to the Bond Registrar and subsequently destroyed in accordance with the customary practices of the Bond Registrar. The Bond Registrar shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Bond Registrar may authenticate a new Bond of like date, maturity, denomination and interest rate, as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City or the Bond Registrar, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Bond Registrar and the City evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Bond Registrar. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City and Bond Registrar may pay the same without surrender thereof. The City and Bond Registrar may charge to the Registered Owner of such Bond their reasonable fees and expenses in connection with replacing any Bond or Bonds mutilated, stolen, lost or destroyed.

Section 210. Temporary Bonds. Until definitive Bonds are prepared, the City may execute, in the same manner as is provided in the Resolution and upon the request of the City, the Bond Registrar shall authenticate and deliver, in lieu of definitive Bonds but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized herein, authorized by the City and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The City at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds for exchange and upon the cancellation of such surrendered temporary Bonds, the Bond Registrar shall authenticate and, without charge to the owner thereof, deliver in exchange therefor definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered.

If the City shall authorize the issuance of temporary Bonds in more than one denomination, the Registered Owner of any temporary Bond or Bonds may, at such Registered Owner's option, surrender the same to the Bond Registrar in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the City shall execute and the Bond Registrar shall authenticate and, upon payment of any applicable taxes, fees and charges, shall deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner.

All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Bond Registrar.



Section 211. Execution and Delivery of the Bonds. The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner hereinbefore specified, and to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when duly executed and registered, to deliver the Bonds to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 212. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 212(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 212(c)** hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities

depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of any Representation Letter to the Securities Depository by an authorized officer of the City is hereby authorized and approved.

Section 213. Authorization of Escrow Agreement. The City is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

### **ARTICLE III**

#### **REDEMPTION OF THE BONDS**

Section 301. Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, Bonds maturing on July 1 in the years 2028, and thereafter, will be subject to redemption and payment prior to maturity on July 1, 2027, and thereafter, as a whole or in part (selection of maturities and the amounts for each maturity of the Bonds to be redeemed to be determined by the City) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

\*\*\*[ (b) *Mandatory Redemption.*

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the City, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by

the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) 20\_\_ Term Bonds. The City shall from the payments specified in **Section 702(b)** hereof which are to be deposited into the Principal and Interest Account redeem on July 1 in each year, the following principal amounts of 20\_\_ Term Bonds:

|                            |             |
|----------------------------|-------------|
| Principal<br><u>Amount</u> | <u>Year</u> |
| \$ _____                   | 20__        |
| _____                      | 20__ *      |

\_\_\_\_\_  
\*Final Maturity

(3) 20\_\_ Term Bonds. The City shall from the payments specified in **Section 702(b)** hereof which are to be deposited into the Principal and Interest Account redeem on July 1 in each year, the following principal amounts of 20\_\_ Term Bonds:

|                            |             |
|----------------------------|-------------|
| Principal<br><u>Amount</u> | <u>Year</u> |
| \$ _____                   | 20__        |
| _____                      | 20__ *      |

\_\_\_\_\_  
\*Final Maturity]\*\*\*

**Section 302. Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of a Stated Maturity are to be redeemed and paid prior to maturity, such Bonds shall be redeemed in such manner as the Bond Registrar shall determine, Bonds of less than a full maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the owner or the owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (i) for payment of the Redemption Price (including the redemption premium, if any, and interest to the Redemption Date) of the \$5,000 unit or units of face value called for redemption; and (ii) for exchange, without charge to the owner thereof, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption.

**Section 303. Notice of Redemption.** In the event the City desires to call the Bonds for optional redemption prior to maturity pursuant to **Section 301**, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. Unless waived by any owner of Bonds to be redeemed, if the City elects to call any Bonds for redemption and payment prior to the maturity thereof, the City shall cause the Bond Registrar to give written

notice of its intention to call and pay said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the owners of said Bonds, each of said notices to be mailed not less than 30 days prior to the Redemption Date. The City shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice. \*\*\*[The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]\*\*\*

All official notices of redemption shall be dated and shall state (1) the Redemption Date, (2) the Redemption Price, (3) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (4) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, (5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent and (6) the CUSIP numbers of all Bonds being redeemed. The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled and destroyed by the Paying Agent and shall not be reissued.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 304. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

## **ARTICLE IV**

### **FORM OF THE BONDS**

Section 401. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State of Kansas and shall contain information substantially in the form submitted to the Governing Body concurrently with the passage of the Resolution or as may be required by

the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive.

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 501.    Creation of Funds and Accounts.    There are hereby created and ordered to be established and maintained in the treasury of the City the following separate accounts to be known respectively as the:

- (a)    Principal and Interest Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 (the “Principal and Interest Account”).
- (b)    Bond Reserve Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 (the “Bond Reserve Account”).
- (c)    Project Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 (the “Project Account”).
- (d)    Rebate Fund for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 (the “Rebate Fund”).
- (e)    Costs of Issuance Account for Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019 (the “Cost of Issuance Account”).

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

The following funds and accounts created and established in the treasury of the City are hereby ratified and confirmed and shall be administered in accordance with the Parity Bond Resolutions so long as the Series 2019 Bonds and any Parity Bonds are Outstanding in accordance with this Resolution:

- (a)    Water and Sewer System Revenue Fund (the “Revenue Fund”).
- (b)    Water and Sewer System Operation and Maintenance Account (the “Operation and Maintenance Account”).
- (c)    Water and Sewer System Surplus Account (the “Surplus Account”).

Section 502.    Ratification of Funds and Accounts for Parity Bonds.    The separate funds and accounts previously created and established pursuant to the Parity Bond Resolutions shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Parity Bond Resolutions, so long as any of the Parity Bonds remain Outstanding within the meaning of any Parity Bond Resolution.

## ARTICLE VI

### **APPLICATION OF BOND PROCEEDS AND OTHER MONEYS**

Section 601. Disposition of Bond Proceeds and Other Moneys. The proceeds of the Series 2019 Bonds and certain other moneys shall be deposited simultaneously with the delivery of the Series 2019 Bonds as follows:

- (a) In the Principal and Interest Account a sum equal to the accrued interest on the Bonds.
- (b) In the Bond Reserve Account, the Bond Reserve Requirement.
- (c) The sum equal to the amount necessary to pay the estimated costs of issuance into the Costs of Issuance Account.
- (d) The sum of \$[ ] from the proceeds of the Series 2019 Bonds, together with \$239,706.00 provided by the City from the Series 2009 Bond Reserve Account, shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with the Escrow Agreement.
- (e) The remaining balance of the proceeds derived from the sale of the Series 2019 Bonds shall be deposited in the Project Account.

Section 602. Application of Monies in the Project Account. Monies in the Project Account shall be used for the sole purpose of (a) paying the costs of the Project, in accordance with the plans and specifications therefor prepared for the Project, heretofore approved by the Governing Body of the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City; (b) making transfers to the Principal and Interest Account to pay interest on the Bonds during construction of the Projects; and (c) transferring any amounts to the Rebate Fund required by **Section 604** hereof.

Withdrawals from the Project Account shall be made only when authorized by the Governing Body of the City and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Treasurer or his or her designee that such payment is being made for a purpose within the scope of this Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Upon completion of the Project, any surplus remaining in the Project Account shall be deposited in the Principal and Interest Account.

Section 603. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

Section 604. Application of Monies in the Costs of Issuance Account. Monies in the Costs of Issuance Account shall be used to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than June 1, 2019, shall be transferred to the Project Account until completion of the Project and thereafter to the Principal and Interest Account.

Section 605. Deposits into and Application of Monies in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Federal Tax Certificate (which is incorporated herein by reference).

(b) The City shall periodically determine the amount of arbitrage rebate under Section 148 of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States Government at the times and in the amounts determined under the Federal Tax Certificate. Any monies remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of the Resolution, including in particular *Article XII* hereof, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 606. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## **ARTICLE VII**

### **COLLECTION AND APPLICATION OF REVENUES**

Section 701. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain outstanding and unpaid, all of the revenues derived and collected by the City from the operation of the System will be paid and deposited into the Revenue Fund, and that said revenues shall be segregated and kept separate and apart from all other monies, revenues, funds and accounts of the City and shall not be mingled with any other monies, revenues, funds and accounts

of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution.

Section 702. Application of Monies in the Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding and unpaid, the City will on the first day of each month administer and allocate all of the monies then held in the Revenue Fund as follows:

(a) Operation and Maintenance Account. An amount equal to the anticipated Current Expenses for the ensuing month shall be deposited into the Operation and Maintenance Account. All Current Expenses of the System shall be paid as bills accrue, and such bills shall be paid by a proper system of vouchers. Such amounts as may be necessary in the opinion of the Governing Body of the City to pay the reasonable and proper Current Expenses of the System for a period of sixty (60) days may be retained and accumulated in the Operation and Maintenance Account before transfers to the other Accounts hereinafter provided for.

(b) Principal and Interest Account. The City shall set aside and transfer monthly from the Revenue Fund to the Principal and Interest Account, beginning on the first said monthly payments, proportionate monthly amounts (less accrued credits to such Account) of the (i) next maturing interest on the Bonds; and (ii) next maturing principal on the Bonds, to the end that at all times one (1) month prior to maturity of interest, principal, or mandatory call requirements, if any, there shall be sufficient monies in the Principal and Interest Account to transmit maturing interest and principal on the Bonds to the Paying Agent for payment when due. All amounts transferred and credited to the Principal and Interest Account shall be used solely and exclusively for the payment of principal of and interest on the Bonds when the same shall become due and payable. In addition thereto, there shall be transferred to the Principal and Interest Account sufficient sums to pay any fees and expenses of the Bond Registrar and Paying Agent.

The amounts required to be paid and credited to the Principal and Interest Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal of and interest on Parity Bonds under the provisions of the Parity Bond Resolutions.

If at any time the monies in the Revenue Fund shall be insufficient to make in full the payments and credits at the time required to be made by the City to the principal and interest accounts established by the City to pay principal of and interest on the Series 2019 Bonds and any Parity Bonds, the available monies in the Revenue Fund shall be divided among such principal and interest accounts in proportion to the respective principal amounts of the Series 2019 Bonds and any Parity Bonds of the City at the time outstanding which are payable from the monies in such principal and interest accounts.

(c) Bond Reserve Account. Simultaneously with the issuance of the Bonds, the City shall provide that the Bond Reserve Account shall contain an amount equal to the Bond Reserve Requirement. Except as hereinafter provided in this Section or as provided in **Section 802** hereof, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the City solely to prevent any default in the payment of interest on or principal of the Series 2019 Bonds if the monies in the Principal and Interest Account are insufficient to pay the interest on or principal of said Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the City shall ever be required to expend and use a part of the monies in said Account for the purpose herein authorized and



such expenditure shall reduce the amount of said Account below the Bond Reserve Requirement or if the value of the investments in the Bond Reserve Account (determined in accordance with **Section 802**) decline so that the amount of said Account is reduced below the Bond Reserve Requirement, the City shall commence equal monthly payments into said Account in amounts sufficient so that said Account shall aggregate the Bond Reserve Requirement in not more than 24 months, said payments into said Account to be made after making all payments and credits required at the time to be made by the City under the provisions of paragraphs (a) and (b) of this Section.

The amounts required to be paid and credited to the Bond Reserve Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the bond reserve accounts established for the Parity Bonds under the provisions of the Parity Bond Resolutions.

Monies in the Bond Reserve Account may be used to call the Bonds for redemption and payment prior to their maturity provided all of the Bonds at the time outstanding are called for payment and funds are available to pay the same according to their terms. Monies in the Bond Reserve Account shall be used to pay and retire the last outstanding Bonds unless such Bonds and all interest thereon are otherwise paid.

If at any time the monies in the Revenue Fund shall be insufficient to make in full the payments and credits at the time required to be made by the City to the bond reserve accounts established by the City to protect the payment of the Series 2019 Bonds and Parity Bonds, the available monies in the Revenue Fund shall be divided among such bond reserve accounts in proportion to the respective principal amounts of said Parity Bonds of the City at the time outstanding which are payable from the monies in such bond reserve accounts.

(d) Surplus Account. After all payments and credits required at the time to be made by the City under the provisions of preceding subsections have been made, all monies remaining in the Revenue Fund shall be paid and credited to the Surplus Account. Monies in the Surplus Account may be expended and used for the following purposes as determined by the Governing Body of the City:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the monies held in the Revenue Fund under the provisions of this Section;

(2) Paying the cost of, or debt service on obligations incurred to finance the cost of, repairs to or extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in funds and accounts referred to in preceding subsections, or any one of them, or establishing or increasing the amount of any principal and interest account or bond reserve account created by the City for the payment of any Parity Bonds;

(4) Calling, redeeming and paying prior to maturity, or, at the option of the City, purchasing in the open market at the best price obtainable the Bonds or any Parity Bonds;

(5) To make transfers to the Revenue Fund; or

(6) Subject to the provisions of the Parity Bond Resolutions, any general governmental or municipal purpose of the City.

Section 703. Deficiency of Payments into Funds and Accounts. If at any time the revenues derived by the City from the operation of the System shall be insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received by the City from the operation of the System, such payments and credits being made and applied in the order hereinbefore specified in this Resolution.

If at any time the monies in the Principal and Interest Account and in the Bond Reserve Account are not sufficient to pay the principal of and interest on the Bonds as and when the same become due, then monies in the Surplus Account may and shall be used by the City, to prevent any default in the payment of the principal of and interest on the Bonds.

Section 704. Transfer of Funds to Paying Agent. The Treasurer of the City is hereby authorized and directed to withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Bonds, from the Bond Reserve Account and the Surplus Account as provided herein, sums sufficient to pay the principal of and interest on the Bonds and the fees of the Bond Registrar and Paying Agent when the same become due, and to forward such sums to the Bond Registrar and Paying Agent prior to dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through lapse of time, or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All monies deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 705. Payments Due on Saturdays, Sundays and Holidays. In any case where any payment date on the Bonds is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such payment date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

## **ARTICLE VIII**

### **DEPOSIT AND INVESTMENT OF MONIES**

Section 801. Deposits. Cash monies in each of the funds and accounts created by and referred to in this Resolution shall be deposited in a bank or banks or federal or state chartered savings and loan association with offices located as required by Kansas law, which are members of the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank or banks or savings and loan associations holding such deposits in accordance with Kansas law.

Section 802. Investments. Monies held in the funds and accounts herein created, ratified or established in conjunction with the issuance of the Bonds, other than the Escrow Fund, may be invested by the City in Authorized Investments, or in other investments allowed by Kansas law in accordance with the Federal Tax Certificate in such amounts and maturing at such times as shall reasonably provide for monies to be available when required in said accounts or funds. Interest or earnings on any Authorized Investment held in any fund or account shall accrue to and become a part of such fund or account, except for amounts required to be deposited into the Rebate Fund in accordance with the Federal Tax Certificate, and except that so long

as monies in the Bond Reserve Account are equal to or greater than the Bond Reserve Requirement, earnings on investments held in the Bond Reserve Account shall be credited to the Principal and Interest Account. In determining the amount held in any fund or account under the provisions of the Resolution, Authorized Investments shall be valued at their principal par value or at their then market value, whichever is lower.

So long as any of the Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Bond Resolutions with respect to the funds and accounts created by and referred to in the Parity Bond Resolutions.

## **ARTICLE IX**

### **PARTICULAR COVENANTS OF THE CITY**

The City covenants and agrees with each of the purchasers and owners of any of the Bonds that so long as any of the Bonds remain Outstanding:

Section 901. Efficient and Economical Operation. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 902. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System as provided in **Section 5** of the Ordinance.

Section 903. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. In the event that the revenues derived by the City from the System shall at any time be insufficient to pay the reasonable expenses of operation and maintenance of the System and also to pay the Debt Service Requirements of the Bonds and any Parity Bonds as and when the same become due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates, fees and charges for all services or other facilities furnished to the City or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

Section 904. Restrictions on Mortgage or Sale of System. The City will not sell, lease or otherwise dispose of the System or any material part thereof, or any extension or improvement thereof; provided, however, the City may permanently abandon the use of, or sell at fair market value, or lease any of its System facilities, provided that:

(a) It is in full compliance with all covenants and undertakings in connection with all of its bonds then outstanding and payable from the revenues of the System, or any part thereof;

(b) In the event of sale, it will apply the proceeds to either (i) redemption or outstanding bonds in accordance with the provisions governing repayment of bonds in advance of maturity, or (ii) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the System as hereinbefore provided;

(c) It certifies, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible of producing Net Revenues;

(d) It certifies that the estimated Net Revenues of the remaining System facilities for the next succeeding fiscal year plus the estimated Net Revenues of the facilities, if any, to be added to the System satisfy the rate covenants provided in this Resolution; and

(e) With respect to a lease, the City may lease (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the System. Property being leased as lessor and/or lessee pursuant to this subparagraph (e) shall not be treated as part of the System for purposes of this **Section 904** and may be mortgaged, pledged or otherwise encumbered.

Section 905. Financial Records and Reports. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of revenues received from the System, the application of such revenues, and all financial transactions in connection therewith. Said books shall be kept by the City according to generally accepted accounting principles as applicable to the operation of municipal utilities.

Section 906. Annual Budget. Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding fiscal year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State of Kansas, and shall contain normal budgetary items, including:

- (a) An estimate of the receipts from the System during the next ensuing fiscal year.
- (b) A statement of the estimated cost of operating the System during the next ensuing fiscal year.
- (c) A statement of any anticipated unusual expenses for the System during the next fiscal year.
- (d) A statement of any necessary replacements to the System which may be anticipated during the next fiscal year.
- (e) A statement of the amount of principal and interest to be paid on outstanding revenue bonds and general obligation bonds to be paid from revenues of the System during the next fiscal year.
- (f) A statement of the total estimated expenditures to be made from the revenues of the System during the next fiscal year.
- (g) A statement of the estimated Net Revenues during the next fiscal year.

Section 907. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of the System for the preceding fiscal year by an Independent Accountant to be employed for that purpose and paid from the revenues of the System. Said annual audit shall include:

- (a) A classified statement of the gross revenues received, the expenditures for operation and maintenance, the net operating revenues and the amount of any capital expenditures made in connection with the System during the previous fiscal year;
- (b) A complete balance sheet as of the end of each fiscal year with the amount on hand at the end of such year in each of the funds and accounts created by and referred to in this Resolution;
- (c) A statement showing the Net Revenues for such fiscal year;
- (d) A statement of all System revenue bonds matured or redeemed and interest paid on bonds during said fiscal year;
- (e) A statement of the number of customers served by the System at the beginning and the end of such fiscal year;
- (f) A statement showing the amount and character of the insurance carried by the City on the property constituting the System and showing the names of the insurers, the expiration dates of the policies and the premiums thereon; and
- (g) Such remarks and recommendations regarding the City's practices and procedures of operating the System and its accounting practices as said accountants may deem appropriate.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to examination and inspection by any taxpayer, any user of the services of the System, any owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or owner.

As soon as possible after the completion of such annual audit, the Governing Body of the City shall review such audit, and if any audit shall disclose that proper provision has not been made for all of the requirements of this Resolution and the law under which the Bonds are issued, the City covenants and agrees that it will promptly cure such deficiency and will promptly (within 60 days) proceed to increase the rates, fees and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

Section 908. Bondowners' Right of Inspection. The owner or owners of not less than 10% of the principal amount of the Bonds shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto shall be furnished all such information concerning the System and the operation thereof which such may reasonably be requested.

Section 909. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System now or hereafter imposed upon the City by the Constitution and laws of the State of Kansas and by the provisions of this Resolution.

Section 910. Parity Bond Certification. The City hereby represents and covenants that the Series 2019 Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the City may issue Additional Bonds payable out of the revenues derived from the operation of the System and which stand on a parity with the Parity Bonds heretofore issued and Outstanding, as set forth and contained in the Parity Bond Resolutions, and that the Series 2019 Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and Outstanding.

## ARTICLE X

### ADDITIONAL BONDS

Section 1001. Prior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, the City will not issue any Bonds or other long term obligations payable out of the revenues of the System or any part thereof which are superior to the Bonds.

Section 1002. Parity Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, the City will not issue any Additional Bonds or other long-term obligations payable out of the revenues of the System or any part thereof which stand on a parity or equality with the Bonds unless all of the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on the Bonds or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Resolution.

(b) The City shall certify to either of the following:

(i) The Debt Service Coverage Ratio (as determined by the City) for the fiscal year immediately preceding the issuance of Additional Bonds shall have been equal to not less than 1.10, including the Additional Bonds proposed to be issued. In the event that the City has instituted any increase in rates for the use and services of the System and such increase shall not have been in effect during the full fiscal year immediately preceding the issuance of Additional Bonds, the additional Net Revenues which would have resulted from the operation of the System during said preceding fiscal year had such rate increase been in effect for the entire period, as certified by a Consultant, may be added to the stated Net Revenues.

(ii) The estimated Debt Service Coverage Ratio (as determined by a Consultant), for the fiscal year immediately following the fiscal year in which the project to be financed by the Additional Bonds proposed to be issued is to be in commercial operation, shall be not less than 1.10, including the Additional Bonds proposed to be issued. In the event that the City anticipates additional revenues as a result of an increase in rates and/or expansion or modification of the System by the Additional Bonds or any other obligations, the Consultant may adjust the estimated Net Revenues in determining the Debt Service Coverage Ratio, by adding thereto any estimated increase in Net Revenues resulting from any increase in revenues for the use and services of the System, which, in the opinion of the Consultant, are reasonable based on projected rates and operations of the System for such fiscal year.

(c) When the issuance of additional System revenue bonds of equal stature and priority is permitted by the Statutes of the State of Kansas.

(d) The ordinance and/or resolution authorizing such additional parity bonds shall contain or provide that the bond reserve account for such additional parity bonds shall be funded in an amount equal to the maximum amount permitted by the Code to be deposited from the proceeds of such additional parity bonds in a debt service reserve fund therefor without being subject to yield

restriction under the Code and without causing the interest on such additional bonds to be includable in gross income for federal income tax purposes.

Notwithstanding the foregoing restrictions upon the issuance of Additional Bonds, Additional Bonds may be issued under this Section if it is necessary in the opinion of a Consulting Engineer to repair any damage or loss to the System if the same has been damaged or destroyed by disaster to such extent that it cannot be operated or if it is necessary to keep the System in good operating condition.

Additional revenue bonds of the City issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality of lien on and claim against the revenues of the System with the Bonds, and the City may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable principal and interest accounts and bond reserve accounts for the payment of such Additional Bonds and the interest thereon out of monies in the Revenue Fund.

Section 1003. Junior Lien Bonds. In addition to the authority to issue Parity Bonds as set forth in the preceding section, the City may issue revenue bonds or other long-term obligations payable out of the revenues of the System or any part thereof which shall be junior and subordinate to the Bonds. If at any time the City shall be in default in paying any interest on or principal of the Bonds or in making any of the transfers required to any of the accounts or funds herein specified, then the City shall make no payment of either principal or interest on such subordinate bonds or other long-term obligations payable out of the revenues of the System or any part thereof until all conditions of default shall be cured.

Section 1004. Refunding Bonds. The City shall have the right to refund any of the Bonds under the provisions of any law then available. Said Bonds or any part thereof may be refunded and the refunding bonds so issued shall enjoy complete equality of pledge and shall be on a parity with any of the Bonds which are not refunded, if any, upon the revenues of the System without complying with the requirements of *Section 1002*.

## **ARTICLE XI**

### **DEFAULT AND REMEDIES**

Section 1101. Contract with Owners. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the owners of the Bonds.

Section 1102. Acceleration and Other Remedies. If an Event of Default shall occur and continue for a period of 60 days after written notice specifying such default has been given to the City by the Registered Owner of any Bond then Outstanding, then, at any time thereafter and while such default continues, the Registered Owners of 25% in principal amount of the Bonds then Outstanding, may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything in this Resolution or the Ordinance or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Resolution and the Ordinance and under the provisions of the statutes of the State of Kansas have been cured, then and in every such case the Registered Owners of a majority in

principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

If an Event of Default shall occur and be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding, shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State of Kansas;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Bonds.

In case any proceeding taken by any owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the City and the owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the owners shall continue as though no such proceedings had been taken.

Section 1103. Limitation on Remedies. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Resolution. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such Outstanding Bonds.

Section 1104. Remedies Cumulative. No remedy herein conferred on the owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute.

No delay or omission of any owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article to the owners may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondowner, then, and in every such case, the City and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.



Section 1105. No Obligation to Levy Taxes. Nothing contained in this Resolution shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

## **ARTICLE XII**

### **DEFEASANCE**

Section 1201. Defeasance. When all of the Bonds shall have been paid and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, monies (insured at all times by the Federal Deposit Insurance Corporation or collateralized with the following direct obligations of the United States of America) and/or direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds, the redemption premium thereon, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Bond Registrar to redeem such Bond. Any monies and obligations which at any time shall be deposited with said Paying Agent or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank in trust for the respective owners of the Bonds, and such monies shall be and are hereby irrevocably appropriated to the payment and discharge hereof. All monies deposited with the Paying Agent or other bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE XIII**

### **AMENDMENTS**

Section 1301. Amendments. Except as set forth herein, the provisions of the Bonds authorized by this Resolution and the provisions of this Resolution may be modified or amended at any time by the City with the written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds herein authorized at the time Outstanding; provided, however, that no such modification or amendment shall permit or be construed as permitting: (a) the extension of the maturity of the principal of any of the Bonds issued hereunder, or the extension of the maturity of any interest on the Bonds issued hereunder, or (b) a reduction in the principal amount of the Bonds or the rate of interest thereon, or (c) a reduction in the percentage in principal amount of the Bonds required for the written consent to any modification or alteration of the provisions of this Resolution, or (d) permit preference or priority of any Bonds over any other Bonds without in each instance the prior written consent of 100% of the Owners of Bonds herein authorized at the time Outstanding.

The City may from time to time, without the consent of or notice to any of the owners, provide for amendment to the Bonds or the Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or to make any other change not prejudicial to the owners;
- (b) To grant to or confer upon the owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners;
- (c) To more precisely identify the Project;
- (d) To conform such Resolution to the Code or future applicable federal law concerning tax-exempt obligations.

Section 1302. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the owners is given shall be expressed in an ordinance of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. Prior to the passage of such ordinance, the City shall receive an opinion from Bond Counsel to the effect that the proposed amendment is in compliance with the requirements of the preceding Section and that the adoption of the ordinance authorizing such amendment will not adversely affect the tax-exempt status of the interest on the Bonds. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the owners of any Bond or prospective purchaser or owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE XIV**

### **CONTINUING DISCLOSURE REQUIREMENTS AND TAX COVENANTS**

Section 1401. Disclosure Requirements. The City hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1402. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Original Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Original Purchaser or any such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy as the Original Purchaser and/or any such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

Section 1403. General Tax Covenants. The City covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and City Clerk are hereby authorized and directed to execute the

Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the City. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2019 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

Section 1404. Survival of Covenants. The covenants contained in *Sections 1403* and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2019 Bonds pursuant to *Article XII* hereof or any other provision of this Resolution until such time as is set forth in the Federal Tax Certificate.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

Section 1501. Sale of the Bonds. The sale of the Bonds to the Original Purchaser at the Purchase Price is hereby authorized and approved. The Mayor and City Clerk are hereby authorized to execute the bid form evidencing the bid submitted by the Original Purchaser.

Section 1502. Preliminary Official Statement and Official Statement. The City hereby ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12. The City hereby approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare a final Official Statement. The Official Statement is “deemed final” by the City in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12. The use of such Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Section 1503. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City, the Bond Registrar and Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Bond Registrar.

Section 1504. Parties Interested Herein; Third Party Beneficiaries. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Owners.

Section 1505. Further Authority. The officers of the City, including the Mayor, City Clerk and Director of Resource Management, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1506. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1507. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Kansas.

Section 1508. Inconsistent Provisions. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Resolution, so long as any Parity Bonds issued under this Resolution are Outstanding.

Section 1509. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1510. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

**ADOPTED** by the Governing Body of the City of Olathe, Kansas, on April 2, 2019.

(Seal)

---

Mayor

ATTEST:

---

City Clerk

**EXHIBIT A**

**(FORM OF BOND)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF OLATHE  
WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BOND  
SERIES 2019**

**Interest  
Rate: \_\_\_\_%**

**Maturity  
Date: July 1, 20\_\_\_\_**

**Dated  
Date: April 18, 2019**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Olathe, in the County of Johnson, State of Kansas (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner identified above, or registered assigns, but solely from the net revenues derived by the City from the operation of its water and sewer system (the “System”) as hereinafter specified, as of the Record Dates as hereinafter provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from the date hereof or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on January 1 and July 1 of each year, commencing July 1, 2019 (the “Interest Payment Dates”), until the Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment as hereinafter set forth.

The principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America by the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The principal of and any premium on this Bond shall be payable to the Registered Owner hereof upon presentation of this Bond at the maturity or Redemption Date to the Paying Agent for payment and cancellation. The interest payable on this Bond shall be paid by check or draft mailed by the Paying

Agent to the Registered Owner hereof at the address appearing on the registration books of the City maintained by the Bond Registrar or at such other address provided in writing by the Registered Owner to the Bond Registrar at the close of business on the fifteenth day of the month preceding the Interest Payment Date (the “Record Dates”) or in the case of an interest payment to any registered owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such registered owner wishes to have such transfer directed. Interest not punctually paid will be paid in the manner established in the hereinafter defined Ordinance.

The principal of, premium, if any, and all interest on this Bond and all other Bonds of the Series of which it is part are hereby made a lien on and are secured by a pledge of the revenues derived from the operation of the System, subject to operation and maintenance expense, and are to be paid solely and only from a separate and special fund, known and identified as the Water and Sewer System Revenue Fund, into which there are to be paid from revenues derived from the rates, fees and charges for the use thereof and for all services rendered by and collected by the City from the operation of the System, as the same now exists or may hereafter be altered, repaired, extended, enlarged or improved in accordance with the Ordinance of the City authorizing the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly the “Ordinance”). This Bond does not constitute a general obligation of the City, is not payable in any manner from funds raised by taxation, nor does it constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction. The Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the net income and revenues of the System and in all other respect to a series of Taxable Water and Sewer System Revenue Bonds, Series 2010-A (Build America Bonds – Direct Pay), of the City, dated February 23, 2010; a series of Taxable Water and Sewer System Revenue Bonds, Series 2010-B (Build America Bonds – Direct Pay), of the City, dated May 27, 2010; a series of Taxable Water and Sewer System Revenue Bonds, Series 2010-C (Build America Bonds – Direct Pay), of the City, dated December 28, 2010; a series of Water and Sewer System Revenue Bonds, Series 2012, of the City, dated December 18, 2012; a series of Water and Sewer System Revenue Bonds, Series 2015, of the City, dated October 1, 2015; a series of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2017, of the City, dated April 4, 2017; and a series of Water and Sewer System Revenue Bonds, Series 2018, of the City, dated April 18, 2018.

This Bond is one of an authorized series of Bonds of the City designated “Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019”, in an aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”) issued for the purposes set forth in the Ordinance. The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, specifically including K.S.A. 10-116a, K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, all as amended and supplemented, and all other provisions of the laws of the State of Kansas applicable thereto. Terms used herein and not otherwise defined shall have the meaning set forth in the Ordinance.

The Bonds are subject to redemption and payment prior to maturity, as set forth in the Bond Resolution.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-

entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City, the Bond Registrar and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfers of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City, the Bond Registrar and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Bond Registrar and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms provided in the Ordinance.

The City hereby covenants with the owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System of the City as will produce revenues sufficient to pay the cost of operation and maintenance of the System, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the revenues of the System of the City, the nature and extent of the security of the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the owners thereof.

Upon certain conditions specified in said Ordinance, the City may issue Additional Bonds for alterations, repair, extensions, enlargements and improvements to the System, which bonds shall be on a parity with Bonds of this Series in stature and priority.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for purposes of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

This Bond is transferable by the registered owner hereof in person or by the registered owner's agent duly authorized in writing, at the office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance and upon surrender and cancellation of this Bond.



**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed hereto or imprinted hereon, and this Bond to be dated the Dated Date shown above.

(facsimile seal)

CITY OF OLATHE, KANSAS

ATTEST:

\_\_\_\_\_  
(facsimile)

Mayor

By \_\_\_\_\_  
(facsimile)  
City Clerk

---

---

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Water and Sewer System Improvement and Refunding Revenue Bonds, Series 2019, of the City of Olathe, Kansas, described in the within-mentioned Ordinance.

Registration Date

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: \_\_\_\_\_

---

---

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises. Dated \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature  
(Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By\_\_\_\_\_

---

---

CERTIFICATE OF CITY CLERK

STATE OF KANSAS            )  
                                      ) SS.  
COUNTY OF JOHNSON     )

I, the undersigned, City Clerk of the City of Olathe, Kansas, hereby certify that the within Bond has been duly registered in my office according to law.

WITNESS my hand and official seal as of \_\_\_\_\_, 2019.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)

City Clerk

---

---

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, JAKE LATURNER, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Treasurer of the State of Kansas

---

---

LEGAL OPINION

I, the undersigned, City Clerk of Olathe, Kansas, hereby certify that the following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Attorneys at Law, Kansas City, Missouri, on the Bond and the series of which it is a part, except that it omits the date of such opinion; that said opinion was manually executed and was dated and issued as of the date of delivery of and payment for the Bonds and is on file in my office.

By (facsimile)  
City Clerk

(PRINTED LEGAL OPINION)

---

---

(Published in *The Gardner News* on April \_\_, 2019)

**SUMMARY OF ORDINANCE NO. 19-11**

On April 2, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$[PRINCIPAL AMOUNT] PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

The Series 2019 Bonds approved by the Ordinance are being issued in the principal amount of \$[PRINCIPAL AMOUNT], to finance certain improvements to the water and sewer system of the City and refund certain outstanding water and sewer system revenue bonds of the City. The Series 2019 Bonds constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues derived by the City from the operation of the water and sewer system. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 East Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.olatheks.org/government/city-clerk/public-notices>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: April 2, 2019.

---

Ronald R. Shaver, City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Fire

**STAFF CONTACT:** Jeff DeGraffenreid / Mark Wassom

**SUBJECT:** Discussion regarding proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes.

---

**ITEM DESCRIPTION:**

Discussion regarding proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes relating to building, residential, existing buildings, plumbing, mechanical, fuel gas, electrical, energy conservation, swimming pool, property maintenance and fire codes.

---

**SUMMARY:**

The City currently uses the 2012 Edition of the International Codes related to building, residential, existing buildings, plumbing, mechanical, fuel gas, electrical, energy conservation, swimming pool, property maintenance and fire codes. These editions with local amendments were adopted in April of 2013.

Maintaining current codes is important to support safety, innovation, development, resilience and sustainability. The model codes are updated every three years. The jurisdictions in Johnson County have traditionally adopted every other edition, so the local code updates are done on a six-year cycle. Other cities in the County and across the nation have adopted or will be adopting these same codes. Having consistent codes throughout the county and region helps architects, engineers, developers and builders design and construct projects more efficiently. Staff participated in multiple task groups focused on consistency in codes across the region dating back to the Spring of 2018. These groups include the Johnson County Building Officials Association Code Committee and the metro wide Code Adoption Task Force sponsored by the Metro Fire Chief's Association. These meetings were also attended by the Home Builder's Association and other interested parties.

Staff has invested a significant amount of time in the review and preparation of this proposed adoption through careful study of the significant changes throughout more than 4,000 pages of code text within the eleven model codes proposed for adoption. Our review, and the recommendations of the task groups formed the basis for our adoption proposals. We conducted several meetings with the Home Builder's Association, Board of Code Review and the public to review the proposed amendments and to receive feedback from all interested parties. The documents presented for your review are the product of this extensive work and the feedback we received from our peers and customers. This will be back in the near future for consideration for adoption. This will be back in the near future for consideration for adoption.

---

**FINANCIAL IMPACT:**

N/A

---

**ACTION NEEDED:**

Click or tap here to enter text.

---

**ATTACHMENT(S):**

---

- A. Code Update Report
- B. Code Amendment Summary
- C. Ordinance 19-XX - 15.02 - Building Code
- D. Ordinance 19-XX - 15.04 - Residential Code
- E. Ordinance 19-XX - 15.06 - Existing Building Code
- F. Ordinance 19-XX - 15.08 - Plumbing Code
- G. Ordinance 19-XX - 15.10 - Mechanical Code
- H. Ordinance 19-XX - 15.12 - Fuel Gas Code
- I. Ordinance 19-XX - 15.14 - Electrical Code
- J. Ordinance 19-XX - 15.16 - Energy Conservation Code
- K. Ordinance 19-XX - 15.20 - Swimming Pool and Spa Code
- L. Ordinance 19-XX - 15.22 - Property Maintenance Code
- M. Ordinance 19-XX - 16.05 - Fire Code





# OLATHE FIRE DEPARTMENT

Fire Administration ▪ 1225 S. Hamilton Circle ▪ Olathe, KS 66061  
Main: (913) 971-7900 ▪ [www.olatheks.org/fire](http://www.olatheks.org/fire)



## MEMORANDUM:

## ATTACHMENT A

### Olathe Fire Department – Community Risk Reduction Section Building Codes Division

**TO:** Michael Wilkes, City Manager  
Jeff DeGraffenreid, Fire Chief

**FROM:** Mark Wassom, Assistant Chief / Chief Building Official

**DATE:** March 26, 2019

**SUBJECT:** 2018 Building Codes Adoption Summary Report

#### Introduction:

The Building Codes Division within the Community Risk Reduction Section of the Olathe Fire Department is proposing to adopt and amend the 2018 Edition of the International Building Codes. This proposal will amend Titles 15 and 16 of the Olathe Municipal Code relating to building, residential, existing buildings, plumbing, mechanical, fuel gas, electrical, energy conservation, swimming pool, property maintenance and fire codes. The City currently enforces the 2012 Edition of these codes that were adopted in April of 2013.

The following codes are proposed for adoption:

- 2018 International Building Code (IBC)
- 2018 International Residential Code (IRC)
- 2018 International Existing Building Code (IEBC)
- 2018 International Plumbing Code (IPC)
- 2018 International Mechanical Code (IMC)
- 2018 International Fuel Gas Code (IFGC)
- 2017 National Electrical Code (NEC)
- 2012 International Energy Conservation Code (IECC)
- 2018 International Swimming Pool and Spa Code (ISPSC)
- 2018 International Property Maintenance Code (IPMC)
- 2018 International Fire Code (IFC)

Note that the Electrical and Energy Codes proposed have different editions. The electrical code is revised on a different cycle since it is published by the National Fire Protection Association rather than the International Code Council. The 2017 Edition proposed is the current edition. The Energy Code is proposed to remain on the 2012 Edition as currently adopted with a few modifications proposed. The industry has mixed feelings on the current state of the Energy Code, and many think it reaches too far with the new updates. We are proposing to maintain current local practice under the 2012 Energy Code until the new code is more fully evaluated by the industry.

**Purpose / Goals:**

Maintaining current codes is important to support safety, innovation, development, resilience and sustainability. The model codes are updated every three years. The City of Olathe and other jurisdictions in Johnson County have traditionally adopted every other edition, so the local code updates are done on a six-year cycle. Other cities in the County and across the nation have adopted or will be adopting these same codes. The cities of Lenexa, Lee's Summit and Shawnee have recently adopted these codes with similar amendments as what we have proposed for use in Olathe. Codes in Lenexa and Lee's Summit have an effective date of April 1, 2019 and Shawnee has established an effective date of July 1<sup>st</sup>, 2019. Other surrounding cities are currently in the same process and will be presenting adoption of these same codes to their respective governing bodies in the upcoming weeks.

The International Codes are considered as consensus codes and they are the most widely adopted codes across the nation. The code update process begins with public change proposals. These change proposals are first reviewed by a Code Development Review Committee. The committee's response and action on the change proposals are then discussed during the Development Committee Action Hearings. Following the action hearings, the public has an opportunity to review and comment on the changes and the committee action before they proceed to the Public Action Hearings. At this time, further testimony is presented to either accept the committee action or propose modification of their actions. Change proposals are then voted upon by the ICC membership, which is comprised of governmental building and fire code officials. The point of this summary is to illustrate that the model codes are made up of the proposals, discussion and decisions of thousands of professionals related to the codes industry. The model code provides a consensus-based document that is the foundation for code adoption across the country.

The Building Codes Division developed a set of goals or visions as we reviewed and proposed these codes for adoption. The goals are as follows:

- To make adopted codes throughout County and Metro KC area as consistent as possible.
- Take a reasonable and responsible approach to adoption of new codes to keep up with new technology and research but respect local industry practice.
- Minimize amendments and stay close to model codes.

Having consistent codes throughout the county and region helps architects, engineers, developers and builders design and construct projects more efficiently. Staff participated in multiple task groups focused on consistency in codes across the region dating back to the Spring of 2018. These groups include the Johnson County Building Officials Association Code Committee and the metro wide Code Adoption Task Force sponsored by the Metro Fire Chief's Association. These meetings were also attended by the Home Builder's Association, trade experts and other interested parties and organizations.

### Johnson County Building Officials Code Adoption Task Group

The Johnson County Building Officials Association Code Committee was comprised of jurisdictions from across the county and the metropolitan area. The following jurisdictions participated in the Committee:

|                 |                     |                    |                   |
|-----------------|---------------------|--------------------|-------------------|
| Johnson County  | Wyandotte County    | Fairway, KS        | Kansas City, MO   |
| Kansas City, KS | Overland Park, KS   | Olathe, KS         | Lenexa, KS        |
| Gardner, KS     | Prairie Village, KS | Douglas County, KS | Mission Hills, KS |
| Mission, KS     | Leawood, KS         | Shawnee, KS        |                   |

Other associated agencies that participated in this group include the following:

|                                       |                              |
|---------------------------------------|------------------------------|
| Kansas City Home Builders Association | Johnson County Fire Marshals |
| Performance Plus Homes                | Concrete Promotional Group   |
| Johnson County Contractor Licensing   |                              |

The group met approximately monthly beginning last spring on the following dates:

|        |         |         |         |         |
|--------|---------|---------|---------|---------|
| 3/1/18 | 4/12/18 | 5/3/18  | 6/7/18  | 7/12/18 |
| 8/2/18 | 9/6/18  | 10/4/18 | 11/1/18 | 12/6/18 |

### Metro Association of Fire Chiefs Code Committee

A code adoption committee was also initiated as a subgroup under the Metro Association of Fire Chiefs to promote consistency across the metro region. The following jurisdictions participated in this task group:

|                 |                   |                  |                  |
|-----------------|-------------------|------------------|------------------|
| Belton, MO      | Gladstone, MO     | Grandview, MO    | Independence, MO |
| Kansas City, MO | Kearney, MO       | Lee's Summit, MO | Lenexa, KS       |
| Olathe, KS      | Overland Park, KS | Raytown, MO      | Shawnee, KS      |

This group met approximately monthly on the following dates:

|         |        |         |         |          |          |
|---------|--------|---------|---------|----------|----------|
| 6/26/18 | 8/8/18 | 8/28/18 | 9/25/18 | 10/23/18 | 11/27/18 |
| 12/7/18 |        |         |         |          |          |

### Board of Code Review

The Board of Code Review serves as the appeals board for building, fire and property maintenance appeals; however, they have an additional task of serving as an advisory board for the Building Codes Division on the adoption and application of the codes. The board is made up of industry representatives from engineering, architecture/consulting, commercial and residential builders, and mechanical, electrical and plumbing experts. The Board has reviewed the proposed adoption and amendments and has provided valuable guidance and direction. The Board met for discussion on the documents on January 3, 2019 and March 13<sup>th</sup>, 2019. Several members also participated in the public forum described further below. The board will meet again to review the final documents prior to the City Council vote.

**Associated Agency / Public Meetings**

In addition to the task group and board meetings, an important component of our code adoption process was to involve associated agency groups and the public. This is to ensure that we are meeting our goal of a responsible and reasonable approach towards adoption while respecting local industry practice. The Kansas City Homebuilder's Association is one the primary stakeholders in this process. Their association representatives joined us through many of the County task force meetings and discussions. Staff also met with them separately to review our proposed amendments and to discuss any concerns that they had with the approach.

We also held a public meeting / builder's forum on March 20, 2019 to review the proposed amendments and to hear any concerns or comments. We had 42 persons in attendance at our forum. Staff is happy to report that concerns were minor, but several good points were raised for discussion. Through our meetings with the Board of Code Review, Home Builder's Association and the public forum, we revised or removed several amendment proposals to address the concerns and comments. A summary of the revised sections is as follows:

- We clarified that architecture and engineering seal requirements for residential projects applies only to new structures, not minor remodels or modifications such as decks and basement finish projects.
- We added an exception for the new storm shelter requirements to clarify that they will not be required for existing buildings.
- The storm shelter requirements were clarified to indicate that a room below the front steps, that is commonly provided in new residential projects, will meet the requirements regardless of the basement being a walkout or garden style.
- Residential Code appendix sections F and P concerning radon mitigation and plumbing pipe sizing were originally proposed for adoption but were removed from the proposal due to concerns addressed with the sections.
- We removed the 25% threshold for enforcement of peeling and flaking paint in our property maintenance codes to allow more flexibility in enforcing these blighting conditions.
- New code language for plumbing code section 308.10 was modified to maintain current industry practice for support of hot water system thermal expansion tanks.
- Energy Code and Residential Code requirements for insulation of hot-water system piping were modified to clarify that they will only apply when the hot water piping leaves the conditioned area.

Through our extensive meetings with interested parties, we have received only minor questions and opposition to proposals which we have worked to address through these modifications where they were possible and did not compromise life safety. If you or the City Council receive comments pertaining to any further concerns or opposition, we would be glad to review the concerns to determine if adjustments need to be made. Our contact with the Home Builder's Association has shared that they are satisfied with the discussions and work we have done and do not plan to attend the Council meeting with any objections.

## Significant Change Summary

Finally, we acknowledge that these proposed adoptions and amendments are lengthy and contain a lot of information. Staff has invested a significant amount of time in the review and preparation of this proposed adoption through careful study of the significant changes throughout more than 4,000 pages of code text within the eleven model codes proposed for adoption. Our recommendations are built upon the review and recommendations of the county and metro task groups, which were then fine tuned to suit the conditions and procedures for our City. In an effort to condense this extensive work, we have prepared a summary of the most significant amendment changes for each of the codes. This summary will make up the remainder of this report. We also have additional documentation available, upon request, outlining differences between the 2012 and 2018 Editions of the Codes.

### 1) International Building Code (IBC)

- a) 107.2.9 – Code footprint drawings are required for certain occupancies where required by the State Fire Marshal's Office.
  - i) Group A >2000 occupants; Group E, community colleges, vocational schools; Group I, Group R-1 and R-2 more than 3 stories or 12,000 sf; R-4.
- b) 423.5 – Storm shelter areas are required for R-1, R-2, R-3, R-4 residential, I-1 and I-2 institutional occupancies.
- c) [F] 903.2.9(6) – The threshold for fire sprinkler protection for S-1 mini storage reduced to 2,500 SF.
- d) [F] 903.3.1.2.1 – Sprinkler protection shall be provided for balconies and decks of multi-family dwelling buildings, regardless of construction type.
- e) [F] 903.3.1.2.1 – Sprinkler protection, or other measures required for combustibles attics of multi-family dwelling buildings, regardless of height.
- f) 3001.6 – Elevator certificates will be required for occupancy and annual inspections. Additional requirements for permits and fees have been deleted.
- g) Appendix B – Board of Code Review. Policies and procedures for the Board of Code Review are consolidated into the building code. OMC Section 2.74 is repealed. No technical changes are proposed.

### 2) International Residential Code (IRC)

- a) R309.6 – Minimum thickness and slope of residential driveways is established.
- b) R313.1 – Automatic fire sprinkler systems are required in multi-family dwelling units with 3 or more units. This will apply to townhome projects with 3 or more units.
- c) R314.2 – Requirements are clarified for the location of smoke alarms in dwelling units.
- d) R319 – Illumination of address numbers is required.
- e) R323.2 – A storm shelter area or basement is required in residential occupancies.
- f) N1101.13 – Home Energy Rating System (HERS) energy code compliance method rating modified from 85 to 80.
- g) E3902.2, E3902.5 – Additional exceptions are provided for GFCI electrical receptacles.

**3) International Existing Building Code (IEBC)**

- a) No significant changes

**4) International Plumbing Code (IPC)**

- a) 403.1 – Exceptions are added for service sinks; reducing the number of occupancies where they are required.
- b) 410.4 – Provisions are added allowing more substitutions for drinking fountains.

**5) International Mechanical Code (IMC)**

- a) No significant changes.

**6) International Fuel Gas Code (IFGC)**

- a) No significant changes.

**7) National Electrical Code (NEC)**

- a) 210.8(A)(2) – Additional exceptions are provided for GFCI receptacles in garages.
- b) 210.8(A)(5) – Additional exceptions are provided for GFCI receptacles in basements.

**8) International Energy Conservation Code (IECC)**

- a) The 2012 IECC will be maintained as the energy code.
- b) C402.3 – Modifications to the maximum fenestration percentages are deleted.
- c) R403.4.2. Hot water pipe insulation requirements are returned to the code requirements; however, they are revised to only apply when the hot water pipe is buried or otherwise leaves the conditioned space.
- d) R401.2.1 – The Home Energy Rating System score is revised from 85 to 80.
- e) R406 – Provisions for Energy Rating Index Compliance Alternative is brought from the 2018 code; however this is maintaining current practice and no technical changes are proposed.

**9) International Swimming Pool and Spa Code (ISPSC)**

- a) 305.4 – An additional provision is provided permitting the use of a home security system in lieu of a separate alarm for doors and windows leading to a pool area.

**10) International Property Maintenance Code (IPMC)**

- a) Property maintenance requirements in OMC Section 15.22 and 15.38 are consolidated into this section. OMC 15.38 is proposed to be repealed.
- b) No technical changes are proposed, although the inclusion of IPMC sections that were previously deleted will improve property maintenance provisions.

**11) International Fire Code (IFC)**

- a) 105.6 – Operational permit requirements are modified. Permits are required for:
  - i) Special Amusement Buildings.
  - ii) Explosives.
  - iii) Hazardous Materials.
  - iv) Mobile Food Preparation Vehicles.
  - v) Open Burning.
  - vi) Temporary tents over 900 SF.
- b) 308.1.4 – Open flame cooking appliances prohibited on combustibile balconies and decks in multi-family occupancies. Gas cooking appliances are permitted when fire sprinklers are provided.
- c) 407.5, 407.6 – HMMP and HMIS are required for facilities requiring a hazardous materials permit.
- d) 1103.5.1 – Group A-2 retroactive fire sprinkler requirements. Date of compliance is set at December 31, 2020.
- e) 1103.5.3 – Group I-2 retroactive fire sprinkler requirements. Date of compliance is set at December 31, 2020.
- f) 3310.1 – Fire access is required during construction before combustibile construction commences.
- g) Appendix D – fire apparatus turnaround requirements for cul-de-sacs reduced to 78-foot diameter.

In closing, we hope that this memo has provided a valuable summary of the extensive work that Staff has performed over the past year. Our goal is to present a codes package that is acceptable to our citizens, visitors, building owners, developers and builders; while also maintaining consistency with the surrounding jurisdictions in our county and across the metro Kansas City area. We have additional information that can be easily shared upon request concerning the code changes, process, and proposed amendments. Staff will be happy to discuss any and every concern or comment that you may have during your review of these documents.

Staff will provide this report, a presentation and the proposed ordinances at the April 2<sup>nd</sup> City Council meeting. We then plan to return on April 16<sup>th</sup> for a vote on these proposed adoptions and amendments. Please do not hesitate to contact me if you require any further information on these proposals.

Sincerely,



Mark S. Wassom, P.E., FM, CBO  
Assistant Chief of Community Risk Reduction / Chief Building Official



| 2018 International Building Code (IBC) Amendment Summary |                  |  |   |                        |
|--|------------------|--|---|------------------------|
| OMC  | Section          | Subject  | Reason Statement  | Change Type            |
| 15.02.050  | 101.1            | Section [A] 101.1 Amended – Title.   | Establishes the 2018 International Building Code with the amendments herein as the Building Code for the City of Olathe.  | Admin. Change          |
| 15.02.060  | 101.2.1          | Subsection [A] 101.2.1 Amended – Appendices.   | Adopts Appendix Sections B, C and E to provide criteria for the Board of Appeals, Group U Agricultural Buildings, and supplemental accessibility Requirements.  | Admin. Change          |
| 15.02.070  | 101.4            | Subsection [A] 101.4 Amended – Reference Standards.  | Adopts Fuel Gas, Mechanical, Plumbing, Property Maintenance, Fire, Energy, and Existing Building Codes by reference.  | Admin. Change          |
| 15.02.080  | 101.4.8, 101.4.9 | Subsections [A] 101.4.8, and [A] 101.4.9 Added – Electrical, and Swimming Pools and Spas.    | Adopts Electrical and Swimming Pool Code by reference   | Admin. Change          |
| 15.02.100  | 103.1            | Section [A] 103.1 Amended – Creation of enforcement agency.                                  | Establishes the Community Risk Reduction Section of the Fire Department as the Department of Building Safety  | Admin. Change          |
| 15.02.110  | 103.2            | Section [A] 103.2 Deleted – Appointment.   | Section 103.2 deleted - not applicable  | Existing               |
| 15.02.120  | 105.1            | Section [A] 105.1 Amended – Required.  | Existing amendment that clarifies when permits are required. Modification adds fire alarm and fire sprinkler systems to permit requirements.  | Admin. Change          |
| 15.02.130  | 105.1.3          | Subsection [A] 105.1.3 Added – County license required.                                      | Existing amendment requires county contractor license for all work requiring a permit with the exception of homeowners working in their own home. This is a county wide program to ensure contractors are properly trained and insured to perform work.   | Existing               |
| 15.02.140  | 105.2            | Section [A] 105.2 Amended – Work exempt from permit.   | Modified amendment providing clarifications and revisions to types of work or projects not requiring a permit.  | Minor Technical Change |
| 15.02.150  | 105.3.1.1        | Subsection [A] 105.3.1.1 Added – Denial of permits.  | Existing amendment that describes when permits may be denied based upon violation of codes, pending enforcement activity or incomplete applications.  | Existing               |
| 15.02.160  | 105.3.3          | Subsection [A] 105.3.3 Added – Potable water certification.                                  | Existing amendment requiring potable water availability certification prior to permit issuance.   | Existing               |
| 15.02.160  | 105.3.4          | Subsection [A] 105.3.4 Added, Fire protection certification.                                 | Existing amendment requiring fire protection water supply and fire hydrant availability certification prior to permit issuance.   | Existing               |
| 15.02.160  | 105.3.5          | Subsection [A] 105.3.5 Added – Connection to public sewer.                                   | Existing amendment requiring public sewer availability certification prior to permit issuance.  | Existing               |
| 15.02.170  | 105.3.6          | Subsection [A] 105.3.6 Added – Application for permit to move a building or other structure. | Requirements for permits to move a building into or through the City. Modifications remove text that is policy/procedure, not code - no technical changes.  | Admin. Change          |
| 15.02.171  | 105.5.1          | Subsection [A] 105.5.1 Added – Renewal of permit upon expiration                             | Modification of an existing amendment to clarify that new permit fees are required to renew expired permits, and clarification that the permit fee is based upon the value of the remaining work.   | Minor Technical Change |
| 15.02.175  | 107.1.1          | Subsection [A] 107.1.1 Added – One- and Two-Family Dwellings                                 | New section that will require residential plans for new structures to be signed and sealed by registered architects and/or engineers. Most projects have non-prescriptive engineered structural designs. Signed drawings also reduce plan review time.  | NEW                    |
| 15.02.178  | 107.2.9          | Subsection [A] 107.2.9 Added – Code Footprint  | New section that requires code footprint documents for certain occupancies to coordinate with State requirements and to consolidate life safety requirements onto an overall plan. Code footprints are required for certain Group A, E, I, R-1, R-2 and Group B higher education buildings. Amendment specifies required information to be shown on code footprint documents. | NEW                    |
| 15.02.180  | 109.2            | Section [A] 109.2 Amended – Schedule of permit fees.   | Existing amendment specifying that fees will be determined by the Governing Body and documented in a schedule of fees.  | Admin. Change          |
| 15.02.190  | 109.4            | Section [A] 109.4 Amended – Work commencing before permit issuance.                          | Existing amendment that establishes penalties for work without permits  | Existing               |
| 15.02.193  | 109.6            | Section [A] 109.6 Amended – Refunds  | Modified amendment that clarifies when refunds of permit fees may be requested and granted.   | Admin. Change          |
| 15.02.200  | 111.3            | Section 111.3 Amended – Temporary Certificate of Occupancy (TCO).                            | Existing amendment that establishes the provisions for the issuance of TCO's, TCO fees and penalties.   | Admin. Change          |
| 15.02.201  | 111.5, 111.6     | Subsection 111.5, and 111.6 Added – Record and posting of certificate of occupancy.          | Existing amendment outlining requirements for record keeping and posting of permits   | Existing               |



| 2018 International Building Code (IBC) Amendment Summary |             |  |  |               |
|--|-------------|--|--|---------------|
| OMC  | Section     | Subject  | Reason Statement   | Change Type   |
| 15.02.205  | 112.1.1     | Subsections 112.1.1 and 112.1.1.1 Added – Reconnection of Existing Service Utilities and Service Reconnect Permit Fee. | Existing amendment that establishes inspection and fee requirements for dormant service reconnection.  | Existing      |
| 15.02.210  | 113         | Section 113 Amended – Board of Appeals.  | Modified amendment that establishes the Board of Code Review as the Board of Appeals and refers to Appendix B for qualifications and procedures.   | Admin. Change |
| 15.02.220  | 114.4       | Section [A] 114.4 Amended – Violation penalties.   | Existing amendment that establishes penalties for violations of the provisions of this Code.   | Existing      |
| 15.02.230  | 114.5       | Section [A] 114.5 Added – Correcting damage to public facilities.  | Existing amendment that establishes responsibility to repair damage to public facilities during construction   | Existing      |
| 15.02.240  | 116.1.1     | Subsection [A] 116.1.1 Added – Immediate Hazard Procedures Authorized.   | Existing amendment that establishes authority for the City to abate immediate hazards to life and health.  | Existing      |
| 15.02.250  | 116.6       | Section [A] 116.6 Added – Failure to abate an unsafe condition.  | Existing amendment that establishes procedures for the abatement of unsafe conditions  | Existing      |
| 15.02.260  | 305.2.3     | Subsection 305.2.3 Amended - Care being provided in a dwelling unit in compliance with State Regulations.              | Modified amendment that allows for Group E day-care facilities providing care in dwelling units compliance with State laws and licensing programs to be designed in accordance with the Residential Code.  | Admin. Change |
| 15.02.270  | 308.5.4     | Subsection 308.5.4 Added Amended – Care being provided in a dwelling unit in compliance with State regulations         | Modified amendment that provides provisions for Group I day-care facilities providing care in dwelling units in compliance with State laws and licensing programs to be designed in accordance with the Residential Code.  | Admin. Change |
| 15.02.280  | 310.4.3     | Subsection 310.4.3 Added – Care facilities within a dwelling in compliance with State regulations.                     | Provides provisions for Group R care facilities providing care in dwelling units in compliance with State laws and licensing programs to be designed in accordance with the Residential Code.  | Admin. Change |
| 15.02.281  | 423.5       | Section 423.5 Added – Storm Protection Area.   | New section requiring either a basement or a storm shelter in Group R, I-1 and I-2 occupancies. Coordinates requirements with surrounding jurisdictions. An exception is provided for existing buildings and existing buildings undergoing modification of less than 50% of the building area.   | NEW           |
| 15.02.294  | 903.2.9(6)  | Subsection 903.2.9(6) Added - Group S-1 self-service storage automatic sprinkler system.                               | New section modifies the threshold for fire sprinkler requirements in self storage facilities. These facilities can have a wide range of items stored within in them, including hazardous materials, upholstered furniture, plastics and other high fuel loads; any of which would result in a significant fire. This amendment sets the threshold for fire sprinkler protection at the same square footage as facilities that contain upholstered furniture.  | NEW           |
| 15.02.295  | 903.3.1.2.1 | Subsection 903.3.1.2.1 Amended - Sprinkler protection for balconies and decks.   | New section that requires fire sprinkler protection of balconies and decks in multi-family structures, regardless of construction type. Multi-family structures are typically comprised of combustible construction anyway, therefore this will not be a significant change.   | NEW           |
| 15.02.296  | 903.3.1.2.3 | Subsection 903.3.1.2.3 Amended - Protection of attics.   | New section that will require fire sprinklers or other protection in attics of multi-family apartment buildings. The code as written does not require sprinklers in combustible attics unless they are greater than 55-feet high. Several of the large loss fires in Olathe and throughout Johnson County in the past 5 years are the result of combustible attics in multi-family apartment structures not having fire sprinkler protection. This amendment will require the fire sprinkler protection regardless of height, or designers can utilize other options to reduce combustibility. | NEW           |
| 15.02.297  | 903.3.1.2.4 | Subsection 903.3.1.2.4 Added - Sprinkler protection for attached garages - 13R.  | New section that will require sprinklers in attached multi-family garages when the building is equipped with fire sprinklers. The code as written does not require sprinklers in garages of multifamily residences when protected by a residential (13R) sprinkler system. This is a common origin for fires that can be easily protected by dry-sidewall sprinklers to improve fire protection and life safety.   | NEW           |
| 15.02.298  | 903.3.1.3.1 | Subsection 903.3.1.3.1 Added - Sprinkler protection for attached garages - 13D   | New section that will require sprinklers in attached townhome garages when the building is equipped with fire sprinklers. The code as written does not require sprinklers in garages of townhome residences when protected by a residential (13D) sprinkler system. This is a common origin for fires that can be easily protected by dry-sidewall sprinklers to improve fire protection and life safety.  | NEW           |
| 15.02.299  | 903.3.5.3   | Subsection 903.3.5.3 Added - Main control valves.  | New amendment that requires a main shut-off valve for fire sprinkler systems and provides requirements for access to the valve. This will only affect projects that have the backflow preventer for the fire sprinkler system outside the building in a vault. It will allow the fire department to turn off sprinkler systems more quickly once the fire is out to reduce water damage.   | NEW           |

| 2018 International Building Code (IBC) Amendment Summary |         |  |   |                        |
|--|---------|--|---|------------------------|
| OMC  | Section | Subject  | Reason Statement  | Change Type            |
| 15.02.300  | 903.4.1 | Subsection 903.4.1 Amended - Monitoring.                     | Existing amendment outlines the requirements for electronic monitoring of fire sprinkler systems. It provides additional exceptions where electronic monitoring is not feasible or appropriate.   | Admin. Change          |
| 15.02.310  | 903.4.2 | Subsection 903.4.2 Amended - Alarms.                         | This section requires fire alarm notification throughout a building when a fire sprinklers system is required. This is an existing amendment that is shared by several neighboring jurisdictions.   | Admin. Change          |
| 15.02.311  | 903.4.3 | Subsection 903.4.3 Amended - Floor control valves.           | New amendment that requires approved floor control valves on each level for buildings that are 3 or more stories in height. This improves the ability to quickly shutdown a fire sprinkler system and better isolate specific areas of the building during maintenance to avoid a complete building shutdown.                       | NEW                    |
| 15.02.320  | 907.6.6 | Subsection 907.6.6 Amended - Monitoring.                     | This is an existing amendment that requires a UL certificate on fire alarm systems and a monitoring station with enhanced capabilities. This helps ensure that systems are better maintained, which reduces false alarms. It also helps to ensure system issues are resolved more quickly, reducing fire watch requirements.        | Existing               |
| 15.02.350  | 912.3   | Section 912.3 Amended - Fire hose threads.                   | Existing amendment that specifies the connection required on fire department connections so that it is compatible with our equipment. The Olathe standards is a 4" Storz connection.  | Existing               |
| 15.02.355  | 912.4   | Section 912.4 Amended - Fire department connection access    | Modified existing amendment that clarifies required access to fire department connections.  | Minor Technical Change |
| 15.02.370  | 1031    | Section 1031 Added – Physical Security.                      | Existing amendment that establishes enhanced physical security requirements for residential occupancies. This amendment is utilized by several surrounding jurisdictions.   | Existing               |
| 15.02.390  | 1202.1  | Section 1202.1 Amended – Ventilation.                        | Existing amendment is retained to revise the mechanical ventilation threshold to 3 air changes per hour to align with local standard practice.  | Admin. Change          |
| 15.02.391  | 1612.3  | Section 1612.3 Amended – Establishment of flood hazard areas | This amendment provides the title and effective date of the City's Flood Management document.   | Admin. Change          |
| 15.02.395  | 3001.6  | Section 3001.6 Added – Certificate of Inspection.            | This modified amendment now requires an elevator inspection certificate prior to issuance of the certificate of occupancy. Removes additional permitting and fee requirements that were in the previous code that provided little additional benefit.   | Minor Technical Change |
| 15.02.401  | B101    | Appendix B Amended - Board of Code Appeals                   | Appendix B is now adopted and revised to outline the structure and procedures of the Board of Code Review. This section will contain the makeup and qualifications of the board and outline operational procedures. The amendment consolidates OMC 2.74 into this section. OMC 2.74 is repealed. No technical changes are proposed. | Admin. Change          |

| 2018 International Residential Code (IRC) Amendment Summary |                        |   |  |                              |
|---|------------------------|---|--|------------------------------|
| OMC   | Section                | Subject   | Reason Statement   | Change Type                  |
| 15.04.040   | R101.1                 | Section R101.1 Amended – Title.   | Establishes the 2018 International Residential Code as the Residential Building Code for the City of Olathe.   | Admin. Change                |
| 15.04.045   | R101.2.1               | Subsection R101.2.1 Added – Care facilities in a Dwelling                                     | New amendment that provides additional guidance and coverage of in-home care facilities to align with State licensing programs.  | NEW                          |
| 15.04.050   | R101.4                 | Section R101.4 Added – Administration.  | Refers to the administrative provisions of the International Building Code to avoid unnecessary duplication.   | Admin. Change                |
| 15.04.070   | R102.5                 | Section R102.5 Amended – Appendices.  | Revised amendment that adopts Appendix Sections E, G, H, K, and O for additional guidance on:<br>-Manufactured Housing<br>-Piping Standards, - NEW<br>-Patio Covers,<br>-Sound Transmission,<br>-Automatic Vehicle Gates,  | Significant Technical Change |
| 15.04.080   | R103 - R114            | Sections R103 through R114 Deleted – Chapter 1 Part 2 – Administration and Enforcement.       | Sections R103 through R114 are deleted. Administrative provisions are outlined in the International Building Code.   | Existing                     |
| 15.04.100   | Table R301.2(1)        | Table R301.2(1) Amended – Climatic and Geographic Design Criteria.                            | Local climatic and Geographic Design Criteria is provided for the local area as required.  | Minor Technical Change       |
| 15.04.130   | R302.3                 | Section R302.3 Amended – Two-family dwellings.  | Existing amendment that specifies duplex dwelling units must be separated in the same manner as townhome units.  | Admin. Change                |
| 15.04.160   | R303.4                 | Section R303.4 Amended – Mechanical ventilation.  | Existing amendment that revises the air-change per hour value requiring mechanical ventilation to remain at the current value of 3 ach to maintain standard practice in the metropolitan area.   | Existing                     |
| 15.04.170   | R306.5                 | Section R306.5 Added – New single-family dwelling toilet facilities.                          | Existing amendment that provides requirements for temporary toilet facilities at residential construction sites.   | Existing                     |
| 15.04.179   | R309.6                 | Section R309.6 Added – Residential driveways  | New amendment that specifies minimum thickness (4") and slope requirements for driveways.  | NEW                          |
| 15.04.180   | R310.6                 | Section R310.6 Amended – Emergency escape and rescue required.                                | Updated existing amendment that clarifies when emergency escape and rescue opening requirements will apply for existing basements. Improvements are not required until the basement undergoes a significant renovation or a sleeping area is added.  | Admin. Change                |
| 15.04.190   | R313                   | Section R313 Amended – Automatic Fire Sprinkler Systems.                                      | This new amendment revises section R312 to indicate that automatic fire sprinkler systems are required in townhome buildings with 3 or more units. Surrounding jurisdictions are already requiring these systems. State laws prohibit automatic sprinkler requirements in one-and two-family dwellings. The section also specifies applicable standards where fire sprinkler systems are provided. | NEW                          |
| 15.04.195   | R314.3                 | Section 314.3 Amended - Smoke Alarm Location  | This new amendment provides additional criteria and clarification for location of smoke alarms. Revisions better align the IRC with NFPA 72.   | NEW                          |
| 15.04.220   | R319.2, R319.3, R319.4 | Sections R319.2, 319.3 and 319.4 Added – Address identification.                              | This existing amendment is modified to provide additional requirements for address identification to ensure it is visible for emergency response.  | Significant Technical Change |
| 15.04.229   | R323.2                 | Section R323.2 Added - Storm Protection Area Required   | New section requiring basements or storm protection areas in residential occupancies to protect occupants from tornados. Aligns requirements with neighboring jurisdictions.   | NEW                          |
| 15.04.230   | R328                   | Section R328 Added – Physical Security.   | Existing amendment outlining enhanced physical security requirements in residential occupancies. This amendment is used by several surrounding jurisdictions.  | Existing                     |
| 15.04.260   | R403.1.1.1, R403.1.1.2 | Subsections R403.1.1.1 and R403.1.1.2 Added – Continuous footing reinforcement & Column pads. | Existing amendment addressing footing and column pad criteria to coordinate with local practice.   | Existing                     |
| 15.04.270   | R403.1.6.2             | Subsection R403.1.6.2 Added – Anchor bolt spacing.  | Existing amendment addressing anchor bolt criteria to coordinate with local practice.  | Existing                     |
| 15.05.275   | R404.1.1               | Subsection R404.1.1 Amended – Design required.  | Existing amendment that coordinates foundation design requirements with local practice and standards.  | Admin. Change                |
| 15.04.280   | R405.1                 | Section R405.1 Exceptions Added – Concrete or masonry foundations.                            | Existing amendment that provides additional exceptions for concrete or masonry foundations to align requirements with local practice.  | Existing                     |

| 2018 International Residential Code (IRC) Amendment Summary |                      |   |   |                        |
|---|----------------------|---|---|------------------------|
| OMC   | Section              | Subject   | Reason Statement  | Change Type            |
| 15.04.289   | R506.1.1             | Section R506.1.1 Added – Design required.   | Existing amendment that coordinates floor slab design requirements with local practice and standards.   | Existing               |
| 15.04.290   | R506.3               | Subsection R506.3 Added – Basement floor slab isolation.  | Existing amendment to coordinate floor slab isolation requirements with local practice.   | Existing               |
| 15.04.310   | R602.6.1             | Subsection R602.6.1 Amended – Drilling and notching of top plate.                                       | Existing amendment to clarify requirements for drilling and notching of top plates to coordinate with local practice.   | Existing               |
| 15.04.315   | R807.1               | Subsection R807.1 Added - Attic Access Latch  | New section that provides a minor revision to require latches on attic access doors in garages to secure them closed to maintain the required fire resistive separation between the garage and living space.  | NEW                    |
| 15.04.325   | N1101.1              | Section 1101.1 Amended - Scope  | The note following Section 1101.1 is amended to clarify that section numbers following the IRC sections point to the 2018 Edition of the IECC-R rather than the adopted 2012 Edition, therefore they may not indicate the correct section in the adopted code. The sections numbers in parenthesis shall not be considered in the application of this code. | NEW                    |
| 15.04.330   | N1101.13             | Section N1101.13 Amended - Compliance.  | Revised amendment to coordinate existing energy code compliance with revised code requirements. The intent is to maintain the current practice of accepting Home Energy Rating System (HERS) compliance. The acceptance threshold is lowered from 85 to 80 to improve energy conservation.  | Minor Technical Change |
| 15.04.360   | N1102.4.1.2          | Table N1102.1.2 (R402.1.2) Amended – Insulation and Fenestration Requirements by Component.             | Insulation and Fenestration criteria is revised in Table N1102.1.2 to coordinate with local practice.   | Minor Technical Change |
| 15.04.390   | N1102.4.1.2          | Subsection N1102.4.1.2 (R402.4.1.2) Amended – Testing.  | Revision of an existing amendment to coordinate with 2018 code and to maintain current local practice. Testing for air leakage remains as "when required by the building official" rather than mandatory on all projects.   | Admin. Change          |
| 15.04.408   | N1103.3.3            | Subsection N1103.3.3 (R403.3.3) Amended – Duct testing.   | Revision of an existing amendment to coordinate with 2018 code and to maintain current local practice. Duct testing remains as "when required by the building official" rather than becoming mandatory on all projects.   | Admin. Change          |
| 15.04.409   | N1103.3.4            | Subsection N1103.3.4 (R403.3.4) Amended – Duct leakage (Prescriptive)                                   | Revision of an existing amendment to coordinate with 2018 code and to maintain current local practice. There are no technical changes to the duct testing requirements, but they are reorganized to match the format of the 2018 code.  | Admin. Change          |
| 15.04.410   | N1103.3.5            | Subsection N1103.3.5 (R403.3.5) Amended – Building cavities (Mandatory).                                | Existing amendment to maintain current local practice. It remains acceptable to utilize building cavities for return air.   | Existing               |
| 15.16.420   | N1103.5.3            | Subsection N1103.5.3 Amended – Hot water pipe insulation (Prescriptive).                                | Hot water pipe insulation requirements are now retained, however they are amended to only apply when hot water piping passes through unconditioned space.   | NEW                    |
| 15.04.430   | N1104.1              | Section N1104.1 (R404.1) Amended – Lighting equipment (Mandatory).                                      | Existing amendment is retained to maintain current local practice. The mandate for high efficiency lighting is removed.   | Existing               |
| 15.04.433   | N1106.6.4            | Section 1106.6.4 (R406.6.4) Amended – ERI based compliance.   | Revised amendment intended to maintain current accepted practice. Establishes the acceptable ERI rating at 80 to coordinate with surrounding jurisdictions and to account for other energy code related amendments.   | Minor Technical Change |
| 15.04.440   | P2503.3              | Section P2503.3 Amended – Responsibility of permittee.  | Existing amendment clarifies that the permit holder is responsible for providing test equipment, materials and labor for required tests.  | Existing               |
| 15.04.450   | P2603.5.1            | Subsection P2603.5.1 Amended – Sewer depth.   | Existing amendment defines that permit holders must defer to City of Olathe sewer requirements or Johnson County Wastewater for sewer depth.  | Existing               |
| 15.04.470   | P2906.4.1            | Subsection P2906.4.1 Amended – Separation of water service and building sewer.                          | Existing amendment aligns requirements with City wastewater standards.  | Existing               |
| 15.04.480   | P3002.2.2, P3002.2.3 | Subsections 3002.2.2 and 3002.2.3 Added – Drainage pipe in filled ground and sanitary and storm sewers. | Existing amendment aligns requirements with City wastewater and stormwater standards.   | Existing               |
| 15.04.485   | P3005.2.2            | Subsection P3005.2.2 Amended – Cleanouts on building sewers.  | Existing amendment defines that permit holders must defer to City of Olathe sewer requirements or Johnson County Wastewater for sewer depth.  | Admin. Change          |
| 15.04.490   | E3902.2              | Section E3902.2 Exceptions 1 through 4 Added – Garage and accessory building receptacles.               | Existing amendment is revised for ground fault circuit interrupter (GFCI) requirements, exempting certain types of outlets that are connected to equipment that may fail to operate properly if placed on a GFCI circuit.   | Minor Technical Change |

| 2018 International Residential Code (IRC) Amendment Summary |         |   |   |                        |
|---|---------|---|---|------------------------|
| OMC   | Section | Subject   | Reason Statement  | Change Type            |
| 15.04.500   | E3902.5 | Section E3902.5 Exceptions Revised – Unfinished basement receptacles.                             | Existing amendment is revised for ground fault circuit interrupter (GFCI) requirements, exempting certain types of outlets that are connected to equipment that may fail to operate properly if placed on a GFCI circuit. | Minor Technical Change |
| 15.04.530   | AE607   | Section AE607 Added – Severe Storm Safety Measures for Mobile and Modular Homes and Subdivisions. | Existing amendment covering severe storm shelter requirements for mobile home subdivisions.   | Existing               |
| 15.04.535   | AO103.3 | Section AO103.3 Added - Emergency operation of security gates.                                    | New section adds provisions for emergency operation of electrical and mechanical gates installed across fire apparatus access roads and driveways.  | NEW                    |

| 2018 International Existing Building Code (IEBC) Amendment Summary |           |   |   |               |
|--|-----------|---|---|---------------|
| OMC  | Section   | Subject   | Reason Statement  | Change Type   |
| 15.06.031  | 101.1     | Section [A] 101.1 Amended - Title                           | Section establishes the 2018 IEBC and the amendments in OMC Title 15.06 as the Existing Building Code for the City of Olathe            | Admin. Change |
| 15.06.040  | 101.6     | Section [A] 101.6 Amended - Appendices                      | Adopts Appendix B and C for additional requirements and guidance on accessibility requirements and wind retrofit of existing buildings. | Admin. Change |
| 15.06.050  | 101.8     | Section [A] 101.8 Added – Administration                    | Refers to OMC 15.02 and IBC Chapter 1 for Administrative and Enforcement Provisions.  | Existing      |
| 15.06.070  | 103 - 117 | Sections 103 - 117 Deleted - Administration and Enforcement | Sections 103-117 are deleted. Administration and Enforcement are covered by OMC 15.02 and the IMC.                                      | Existing      |



| 2018 International Plumbing Code (IPC) Amendment Summary |              |   |  |                        |
|--|--------------|---|--|------------------------|
| OMC  | Section      | Subject   | Reason Statement   | Change Type            |
| 15.08.031  | 101.1        | Section [A] 101.1 Amended - Title   | Establishes the 2018 International Plumbing Code and amendments in OMC 15.08 as the Plumbing Code for the City of Olathe   | Admin. Change          |
| 15.08.040  | 101.5        | Section [A] 101.5 Added – Appendices.   | Adopts Appendix Sections C for additional guidance on Structural Safety.   | Admin. Change          |
| 15.08.050  | 101.6        | Section [A] 101.6 Added – Administration.   | Refers to OMC 15.02 and IBC Chapter 1 for administrative and enforcement provisions  | Existing               |
| 15.08.060  | 102.8.3      | Section [A] 102.8.3 Added – Referenced codes and standards                                    | This revised amendment indicates that service lines and connections to water and sewer utilities must comply with the utility's requirements. Where conflicts exist, the most restrictive provisions apply.                                    | Admin. Change          |
| 15.08.070  | 130-110      | Sections [A] 103 through [A] 110 Deleted – Chapter 1 Part 2 – Administration and Enforcement. | Sections 103 through 110 are deleted. Administrative and enforcement provisions are listed in OMC 15.02 and IBC Chapter 1.   | Existing               |
| 15.08.080  | 305.4.1      | Section 305.4.1 Amended – Sewer depth.  | Establishes a minimum sewer cover depth. The city is covered by two sewer utilities, therefore the designers must refer to the appropriate utility provider requirements for guidance.   | Admin. Change          |
| 15.08.083  | 308.1        | Section 308.10 Amended - Thermal Expansion Tanks  | New amendment indicating that thermal expansion tanks shall be supported in accordance with manufacturer's instructions.   | NEW                    |
| 15.08.085  | T403.1, e.   | Table 403.1, footnote 'e' Amended - Service Sinks   | Footnote e is modified to indicate service sinks may not be required depending upon the use and conditions of the space. This provides additional exceptions for facilities where a service sink would not be necessary for normal operations. | NEW                    |
| 15.08.087  | 410.4        | Section 410.4 Amended - Drinking Fountain Substitutions                                       | New amendment provides additional substitutions for drinking fountain requirements. This will allow break room sinks, water coolers and bottle fillers to substitute for drinking fountains.   | NEW                    |
| 15.08.090  | 608.7        | Section 608.7 Amended – Cross Connection Control.   | The existing amendment is modified to outline requirements for cross connection protection, testing, fees and the City's reimbursement program. The existing amendment was revised to follow the IPC formatting.                               | Admin. Change          |
| 15.08.100  | 608.16.4     | Subsection 608.16.4 Exception Added – Protection by a Vacuum Breaker.                         | This modified exception provides revised installation criteria for vacuum breaker devices when on the City of Olathe Water System  | Admin. Change          |
| 15.08.120  | 703.1        | Section 703.1 Amended – Building sewer pipe near the water service.                           | Existing amendment coordinating with utility provider requirements for building sewer pipes near the water service.  | Existing               |
| 15.08.130  | 703.2        | Section 703.2 Amended – Drainage pipe in filled ground.                                       | Existing amendment coordinating with utility provider requirements for drainage pipe in filled ground.   | Existing               |
| 15.08.140  | 703.3        | Section 703.3 Amended – Sanitary and storm sewers.  | Existing amendment coordinating with utility provider requirements for sanitary and storm sewers.  | Existing               |
| 15.08.160  | 708.1.2      | Subsection 708.1.2 Amended – Building sewers.   | Existing amendment coordinating with utility provider requirements for building sewers.  | Existing               |
| 15.08.170  | 903.1        | Section 903.1 Amended – Roof extension.   | Existing amendment establishes the minimum required height of vent terminations above the roof.  | Admin. Change          |
| 15.08.180  | 1003.1       | Section 1003.1 Amended – Where Required.  | Existing amendment coordinating with utility provider provisions to indicate where grease interceptors and separators are required.  | Admin. Change          |
| 15.08.190  | 1003.1.1     | Subsection 1003.1.1 Added – Grease interceptors required.                                     | Existing amendment coordinating with utility provider requirements for grease interceptors.  | Admin. Change          |
| 15.08.200  | 1003.1.2     | Subsection 1003.1.2 Added – Point of use grease interceptors.                                 | Existing amendment coordinating with utility provider requirements for point of use grease interceptors.   | Admin. Change          |
| 15.08.210  | 1003.3.1     | Subsection 1003.3.1 Amended – Grease interceptors.  | Existing amendment is revised to relate new code language to utility provider requirements for grease interceptors and point of use grease interceptors.   | Admin. Change          |
| 15.08.220  | 1003.3.2.1   | Subsection 1003.3.2.1 Added – Food waste grinders prohibited.                                 | Existing amendment is revised to relate new code language to utility provider requirements prohibiting food waste grinders on new commercial occupancies.  | Existing               |
| 15.08.240  | 1003.3.5.1.1 | Subsection 1003.3.5.1.1 Added – Large-capacity grease interceptor sizing                      | Existing amendment is revised to relate new code language to utility provider requirements for large-capacity grease interceptor sizing.   | Minor Technical Change |

| 2018 International Plumbing Code (IPC) Amendment Summary |            |   |  |                        |
|--|------------|---|--|------------------------|
| OMC  | Section    | Subject   | Reason Statement   | Change Type            |
| 15.08.241  | 1003.3.5.3 | Subsection 1003.3.5.3 Added – Grease interceptor requirements.                                    | Existing amendment is revised to relate new code language to utility provider requirements for grease interceptor location and design criteria.                | Admin. Change          |
| 15.08.250  | 1003.3.5.4 | Subsection 1003.3.5.4 Added – Construction standards and inspections.                             | Existing amendment is revised to relate new code language to utility provider requirements for construction standards and inspections for grease interceptors. | Admin. Change          |
| 15.08.260  | 1003.3.5.5 | Subsection 1003.3.5.5 Added – Pumping, cleaning and maintenance.                                  | Existing amendment is revised to relate new code language to utility provider requirements for pumping, cleaning and maintenance of grease interceptors.       | Minor Technical Change |
| 15.08.270  | 1003.3.5.6 | Subsection 1003.3.5.6 Added – Recommended food service facility Best Management Practices (BMPs). | Existing amendment is revised to relate new code language to utility provider requirements for food service facility best management practices (BMPs).         | Admin. Change          |
| 15.08.280  | 1202.1     | Section 1202.1 Amended – Nonflammable medical gases.  | Existing amendment is revised for clarity. This amendment refers to State requirements for work on medical gas systems.  | Admin. Change          |



| 2018 International Mechanical Code (IMC) Amendment Summary |         |   |  |                        |
|--|---------|---|--|------------------------|
| OMC  | Section | Subject   | Reason Statement   | Change Type            |
| 15.10.031  | 101.1   | Section R101.1 Amended - Title  | Establishes the 2018 International Mechanical Code and amendments in OMC Title 15.10 as the Mechanical Code for the City of Olathe.                    | Admin.                 |
| 15.10.040  | 101.5   | Section [A] 101.5 Added – Administration.   | Refers to OMC 15.02 and IBC Chapter 1 for administration and enforcement.  | Existing               |
| 15.10.060  | 102.12  | Section [A] 102.12 Added – State Boiler Inspector.                                    | Revised existing amendment that refers to State boiler safety requirements.  | Minor Technical Change |
| 15.10.070  | 103-110 | Sections 103 through 110 Deleted – Chapter 1 Part 2 – Administration and Enforcement. | Refers to OMC 15.02 and IBC Chapter 1 for administrative and enforcement provisions  | Existing               |
| 15.10.080  | 401.2   | Section 401.2 Amended – Ventilation required.   | Ventilation requirement is modified to 3 air changes per hour to coordinate with other related codes and to maintain local industry standard practice. | Existing               |

| 2018 International Fuel Gas Code (IFGC) Amendment Summary |         |   |   |               |
|---|---------|---|---|---------------|
| OMC   | Section | Subject   | Reason Statement  | Change Type   |
| 15.12.031   | 101.1   | Section R101.1 Amended - Title  | Establishes the 2018 International Fuel Gas Code and amendments in OMC Title 15.12 as the Fuel Gas Code for the City of Olathe. | Admin. Change |
| 15.12.040   | 101.5   | Section [A] 101.6 Added – Administration.   | Refers to OMC 15.02 and IBC Chapter 1 for administration and enforcement.   | Existing      |
| 15.12.060   | 103-110 | Sections 103 through 110 Deleted – Chapter 1 Part 2 – Administration and Enforcement. | Sections deleted - administration and enforcement is covered by OMC 15.02 and IBC Chapter                                       | Existing      |

| 2017 National Electrical Code (NEC) Amendment Summary |              |  |   |                        |
|---|--------------|--|---|------------------------|
| OMC   | Section      | Subject  | Reason Statement  | Change Type            |
| 15.14.040   | 90.4, 90.4.1 | Section 90.4 Added Amended – Administration  | Amendments to refer to the IBC and OMC 15.02 for administration and enforcement. 90.4.1 establishes this document as the Electrical Code for the City.            | Admin. Change          |
| 15.14.050   | 210.8(A)(2)  | Subsection 210.8 (A) (2) Exceptions Added – GFCI protection for garage and accessory building receptacles.                                     | Amends GFCI requirements to match provisions in the Residential Code. Additional exceptions are provided for GFCI receptacles in garages and accessory buildings. | Minor Technical Change |
| 15.14.060   | 210.8(A)(5)  | Subsection 210.8 (A) (5) Exceptions Amended – GFCI protection for unfinished portions or areas of the basement not intended as habitable rooms | Amends GFCI requirements to match provisions in the Residential Code. Additional exceptions are provided for GFCI receptacles in unfinished basements.            | Minor Technical Change |

| 2012 International Energy Conservation Code (IECC) Amendment Summary |                    |   |  |                        |
|--|--------------------|---|--|------------------------|
| OMC  | Section            | Subject   | Reason Statement   | Change Type            |
| 15.16.040  | C101.1             | Section C101.1 Amended - Title  | Establishes the <b>2012</b> IECC and amendments in OMC 15.16 as the Energy Conservation Code for commercial occupancies.   | Admin.                 |
| 15.16.050  | C101.6             | Section C101.6 Added – Administration.  | Refers to OMC 15.02 and IBC Chapter 1 for administrative and enforcement provisions  | Existing               |
| 15.16.060  | C104               | Section C104 Deleted – Inspections.   | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.070  | C107               | Section C107 Deleted – Fees.  | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.080  | C108               | Section C108 Deleted – Stop Work Order.   | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.090  | C109               | Section C109 Deleted – Board of Appeals.  | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.110  | C402.3.2           | Subsection C402.3.2 Deleted – Minimum skylight fenestration area.               | Existing amendment deletes mandatory skylight requirements, leaving the decision to utilize them up to designers and building owners.  | Existing               |
| 15.16.130  | C408               | Section C408 Deleted – System Commissioning.                                    | Existing amendment deletes mandatory commissioning requirements. Many building owners perform commissioning voluntarily as part of optional energy efficiency programs (i.e. LEED)   | Existing               |
| 15.16.131  | R101.1             | Section R101.1 Amended - Title  | Establishes the 2012 IECC and amendments in OMC 15.16 as the Energy Conservation Code for residential occupancies.   | Admin.                 |
| 15.16.140  | R101.2             | Section R101.2 Exception Added - Scope  | New exception indicates that buildings designed under the IRC shall follow IRC requirements for energy code provisions.  | Admin.                 |
| 15.16.160  | R101.6             | Section R101.6 Added – Administration.  | Existing amendment refers to OMC 15.02 and IBC Chapter 1 for administrative and enforcement provisions   | Existing               |
| 15.16.180  | R104               | Section R104 Deleted – Inspections.   | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.190  | R107               | Section R107 Deleted – Fees.  | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.200  | R108               | Section R108 Deleted – Stop Work Order.   | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.210  | R109               | Section R109 Deleted – Board of Appeals.  | Section deleted - administration provisions are in OMC 15.02   | Existing               |
| 15.16.215  | 401.2              | Section 401.2 Amended - Compliance  | Section is revised to provide three options for energy code compliance, including the HERS approach. The intent is to maintain current practice, however the pass threshold for the HERS rating is lowered from 85 to 80 to improve energy conservation. | Minor Technical Change |
| 15.16.220  | R402.1.1           | Table R402.1.1 Amended – Insulation and Fenestration Requirements by Component. | Table R402.1.1 is amended to coordinate insulation and fenestration requirements with the IRC.   | Minor Technical Change |
| 15.16.250  | R402.4.1.2         | Subsection R402.4.1.2 Amended – Testing.  | Existing amendment revises section to only require ventilation testing when required by the Building Official.   | Existing               |
| 15.16.260  | 403.2.2, 403.2.2.1 | Subsection R403.2.2 Amended – Sealing (Mandatory).                              | Modified amendment provides sealing requirements for mechanical systems and outlines the testing and leakage criteria. Duct testing remains as "when required by the building official."   | Admin.                 |
| 15.16.260  | 403.2.2.2          | Continued... Subsection R403.2.2 Amended – Sealing (Mandatory).                 | Continued... Amends sealing requirements for mechanical systems and outlines the testing and leakage criteria.   | Admin.                 |
| 15.16.270  | R403.2.3           | Subsection R403.2.3 Amended – Building cavities (mandatory).                    | Existing amendment is retained to allow the continued use of building cavities as return air pathways.   | Existing               |
| 15.16.280  | R403.4.2           | Subsection R403.4.2 Amended – Hot water pipe insulation (Prescriptive).         | Hot water pipe insulation requirements are now retained, however they are amended to only apply when hot water piping passes through unconditioned space. .  | NEW                    |
| 15.16.290  | R404               | Section R404 Amended – Lighting equipment (Mandatory).                          | Existing amendment is retained to remove electrical power lighting equipment provisions to match local standards and to align with the IRC.  | Existing               |

| 2012 International Energy Conservation Code (IECC) Amendment Summary |         |   |   |             |
|--|---------|---|---|-------------|
| OMC  | Section | Subject   | Reason Statement  | Change Type |
| 15.16.295  | R406    | Section R406 Added - Energy Rating Index Compliance Alternative | A new section is added to address the ERI method for compliance. This maintains the existing practice of utilizing this method and revises the required rating to 80. | NEW         |

| 2018 International Swimming Pool and Spa Code (ISPSC) Amendment Summary |         |   |   |               |
|---|---------|---|---|---------------|
| OMC   | Section | Subject   | Reason Statement  | Change Type   |
| 15.20.031   | 101.1   | Section 101.1 Amended - Title   | Establishes the 2018 ISPSC and the amendments in OMC 15.20 as the Swimming Pool and Spa Code for the City of Olathe.  | Admin. Change |
| 15.20.040   | 101.5   | Section 101.5 Added – Administration.   | Indicates that admirative and enforcement provisions are in OMC 15.02 and Chapter 1 of the IBC.   | Existing      |
| 15.20.050   | 103-108 | Sections 103 through 108 Deleted – Chapter 1 Part 2 – Administration and Enforcement. | Sections 103 through 108 are deleted. Administration and enforcement are covered by the IBC.  | Existing      |
| 15.20.060   | 305.2.1 | Subsection 305.2.1 Amended – Barrier height and clearances.                           | Existing amendment is updated to new code . Barrier heights are modified to require 6-foot barriers for public and non-residential pools. Residential pools may have 4-foot barriers.   | Admin. Change |
| 15.20.065   | 305.4   | Section 305.4 Amended - Structure wall as a barrier.                                  | A new amendment is provided allowing an additional option is for door and window alarms is provided for 1 and 2 family dwellings to allow the use of a home security system to provide the required audible warning in lieu of a water hazard entrance alarm. | NEW           |
| 15.20.070   | 321.1.1 | Subsection 321.1.1 Added – Lighting operation.  | Existing amendment is retained adding a new section to the code to prevent pool lighting from being a nuisance to surrounding properties.   | Existing      |
| 15.20.080   | 401.1   | Section 401.1 Amended – Public swimming pools.  | Existing amendment provides additional criteria for public pools, including lifeguard requirements, hours of operation, nuisance limitations and safety equipment.  | Existing      |

| 2018 International Property Maintenance Code (IPMC) Amendment Summary |         |   |  |                        |
|---|---------|---|--|------------------------|
| OMC   | Section | Subject   | Reason Statement   | Change Type            |
| 15.10.031   | 101.1   | Section 101.1 Amended - Title   | Establishes the 2018 International Property Maintenance Code and amendments in OMC Title 15.10 as the Property Maintenance Code for the City of Olathe.  | Admin. Change          |
| 15.10.035   | 101.2   | Section 101.2 Amended - Scope   | Clarifies the scope and purpose of the IPMC. <u>The revisions of this section will consolidate requirements of 15.22 and 15.38 and OMC 15.38 will be repealed.</u> This is an administrative change and no significant requirement changes are proposed. | Admin. Change          |
| 15.22.040   | 103.1   | Section 103 Amended – Creation of Enforcement agency.                       | Designates the Community Enhancement Unit within the Building Codes Division as the enforcement agency under the direction of the Chief Building Official.   | Admin. Change          |
| 15.22.043   | 103.2   | Section 103.2 Deleted - Appointment   | Section 103.2 deleted - not applicable   | Admin. Change          |
| 15.22.047   | 103.5   | Section 103.5 Deleted - Fees  | Section 103.5 deleted - not applicable   | Admin. Change          |
| 15.22.050   | 106.1   | Section 106.1 Amended – Violations.   | Amended amendment outlines what is defined as an unlawful act under this code.   | Admin. Change          |
| 15.22.060   | 106.4   | Section 106.4 Amended – Violation Penalties.                                | Existing amendment defines the penalties for failure to comply with this code.   | Admin. Change          |
| 15.22.063   | 107.2   | Section 107.2 Amended - Notification form                                   | IPMC language is modified to carry over notification requirements from repealed OMC 15.38  | Admin. Change          |
| 15.22.070   | 111     | Section 111 Amended – Means of Appeal.                                      | Existing amendment provides guidance for an appeal, and designates the Board of Code Review as the Board of Appeals.   | Admin. Change          |
| 15.22.072   | 301.4   | Section 301.4 Added - Repairs after casualty damage                         | Retains requirements from 15.28 for repairs required after fire, wind or other damage to a property, Repairs must be initiated or completed within 90 days after damage occurs.  | Admin. Change          |
| 15.22.073   | 301.5   | Section 301.5 Added - Repairs   | Retains repair requirements from 15.38. Repairs must use materials matching surrounding materials.   | Admin. Change          |
| 15.22.075   | 302.1.1 | Section 302.1.1 Added - Animal Sanitation                                   | Requirements are brought in from OMC 15.38 to cover animal sanitation.   | Admin. Change          |
| 15.22.076   | 302.1.2 | Section 302.1.2 Added - Unsanitary premises.                                | Requirements are brought from OMC 15.38 to cover unsanitary premises, including accumulation of garbage and debris, rodents, etc.  | Admin. Change          |
| 15.22.078   | 302.3   | Section 302.3 Amended - Hard Surfaces, Sidewalks and Driveways.             | The IPMC section is modified to include additional requirements as currently enforced under 15.38 for hard surfaces, sidewalks and driveways.  | Admin. Change          |
| 15.22.080   | 302.4   | Section 302.4 Amended - Land Maintenance                                    | IPMC section is modified to match language currently in 15.38 for land maintenance.  | Admin. Change          |
| 15.22.083   | 302.7   | Section 302.7 Amended - Accessory Structures.                               | IPMC section is modified to match language currently in 15.38 for maintenance of accessory structures.   | Admin. Change          |
| 15.22.085   | 302.8   | Section 302.8 Amended - Outdoor Storage - 1- and 2-family dwellings.        | Section 302.8 is repealed and replaced with requirements from 15.38 pertaining to Outdoor storage at one- and two-family dwellings.  | Admin. Change          |
| 15.22.085   | 302.9   | Section 302.9 Amended - Outdoor Storage - other property.                   | Section 302.9 is repealed and replaced with requirements from 15.38 pertaining to Outdoor storage at other property.   | Admin. Change          |
| 15.22.090   | 303     | Section 303 Amended - Swimming Pools, Spas, Hot Tubs, Ponds and Reservoirs. | Section 303 is modified to match requirements currently in 15.38. This adds ponds and reservoirs to bodies of water that must be maintained to avoid nuisance and health hazards.  | Admin. Change          |
| 15.22.100   | 304.5   | Section 304.5 Amended - Foundation Walls                                    | Section 304.5 is modified to include additional language currently in 15.38 for maintenance of foundation walls.   | Admin. Change          |
| 15.22.105   | 304.14  | Section 304.14 Amended - Insect screens.                                    | The section is amended as required to establish the date range in which insect screens are required to be in place.  | Minor Technical Change |
| 15.22.120   | 308     | Section 308 Deleted   | This subject of rubbish and garbage is regulated in OMC Title 6 and is therefore not necessary here.   | Admin. Change          |
| 15.22.123   | 602.3   | Section 602.3 Amended - Heat Supply.  | The section is amended as required to establish the date range in which heating is required in occupied spaces.  | Minor Technical Change |
| 15.22.124   | 602.4   | Section 602.4 Amended - Occupiable work spaces.                             | Section 602.4 is amended to recognize that interior heat is not required in some work spaces that are intended to be cold (cooler/freezer warehouses) and those that are not intended to be regularly occupied (storage warehouses).                     | Minor Technical Change |

| 2018 International Fire Code (IFC) Amendment Summary |            |   |   |                              |
|--|------------|---|---|------------------------------|
| OMC  | Section    | Subject   | Reason Statement  | Change Type                  |
| 16.05.040  | 101.1      | Section [A] 101.1 Amended - Title and Jurisdiction.                                     | Establishes the 2018 International Fire Code with the amendments herein as the Fire Code for the City of Olathe.  | Existing                     |
| 16.05.050  | 101.2.1    | Subsection [A] 101.2.1 Amended - Appendices.  | Adopts Appendix Sections B, C, D, H, and I to provide criteria for: fire flow; fire hydrant locations; fire apparatus access roads; hazardous materials management plans and inventory statements; and non-compliant conditions for fire protection systems.  | Minor Technical Change       |
| 16.05.060  | 102.7      | Section [A] 102.7 Amended - Referenced codes and standards.                             | Existing amendment is modified to outline requirements of NFPA 495 to comply with State Explosives regulations. The previous amendment separately listed each modification of 495. This amendment is simplified to just refer to the modified version as adopted by the State of Kansas.  | Admin. Change                |
| 16.05.065  | 102.13     | Subsection [A] 102.13 Added - Home child daycares.                                      | Existing amendment references Johnson County Home Daycare Handbook for clarified requirements in home daycares. The handbook was reviewed and updated in 2018 by participating jurisdictions in Johnson County.   | Admin. Change                |
| 16.05.070  | 103.1      | Section 103.1 Amended - Department of Fire Prevention.                                  | Establishes the Community Risk Reduction Section of the Olathe Fire Department as the department of fire prevention.  | Admin. Change                |
| 16.05.075  | 105.1.7    | Subsection [A] 105.1.7 Added - County license required                                  | New amendment coordinates requirements with the IBC. Requires county contractor license for all work requiring a permit with the exception of homeowners working in their own home. This is a county wide program to ensure contractors are properly trained and insured to perform work.   | Admin. Change                |
| 16.05.101  | 105.6      | Section 105.6 Amended - Required operational permits.                                   | Establishes requirements for operational permits pertaining to hazardous materials, open burning, explosives, special amusement buildings, and mobile food preparation vehicles. Significant revisions were made to clarify the section and to add operational permits for special amusement buildings, temporary tents over 900 SF and mobile food trucks. | Significant Technical Change |
| 16.05.135  | 109        | Section [A] 109 Amended - Board of Appeals  | The entire section is replaced. Designates the Board of Code Review as the board of appeals.  | Admin. Change                |
| 16.05.140  | 110.4      | Section [A] 110.4 Amended - Violation penalties.  | Existing amendment establishes penalties for failure to comply with the provisions of this code.  | Admin. Change                |
| 16.05.145  | 112.4      | Section [A] 112.4 Amended - Unlawful continuance  | Amendment clarifies that continuing to engage in unpermitted work or occupancy of an unsafe building is subject to enforcement action and violation penalties.  | Admin. Change                |
| 16.05.150  | 307        | Section 307 Amended - Open burning, Recreational Fires and Portable Outdoor Fireplaces. | Revised amendment outlines the permit requirements and regulations for commercial, residential and agricultural open burning.   | Significant Technical Change |
| 16.05.155  | 308.1.4    | Section 308.1.4 Amended - Open flame cooking devices.                                   | New amendment regulates open flame cooking devices on decks and balconies of multi-family residential occupancies. It is unsafe to operate barbeque grills on balconies of apartment buildings of combustible construction. Gas-fueled grills can be permitted when the balcony or deck is protected by fire sprinklers.                                    | NEW                          |
| 16.05.170  | 310.2      | Section 310.2 Amended - Prohibited areas.   | Existing amendment prohibits smoking within buildings per Title 6.20 of the Municipal Code with limited exceptions permitted by State Law.  | Existing                     |
| 16.05.175  | 310.7.1    | Subsection 310.7.1 Added - Smoking receptacles required                                 | New amendment that requires building owners where smoking is permitted by municipal code and state law to provide approved smoking material receptacles.  | NEW                          |
| 16.05.180  | 312.4      | Subsection 312.4 Added - Protection of utility equipment.                               | Existing amendment that requires protection of utility equipment where subject to vehicle impact to avoid electrical or natural gas emergencies.  | Existing                     |
| 16.05.185  | 315.7.6(1) | Table 315.7.6(1) Amended - Separation distance between pallet stacks and buildings.     | New amendment that corrects published errors/tipos in IFC Table 315.7.6(1)  | NEW                          |
| 16.05.190  | 403.12.3   | Section 403.12.3 Amended - Crowd managers.  | Existing amendment has been modified to revise requirements for crowd managers. Maintains 1,000 occupant threshold and provides additional exception for outdoor, unrestricted events. This section defines when crowd managers are required and what duties they are to perform.   | Significant Technical Change |
| 16.05.192  | 405.2      | Section 405.2 Exception Added - emergency drills in Group E occupancies.                | Exception added to defer emergency drill frequency to state regulations in K.A.R. 22-18-2.  | Admin. Change                |
| 16.05.194  | 407.5      | Section 407.5 Amended - Hazardous Materials Inventory Statement                         | New amendment that specifies when Hazardous Materials Inventory Statements are required. The requirement is tied to facilities that require a hazardous materials permit.   | NEW                          |
| 16.05.196  | 407.6      | Section 407.6 Amended - Hazardous Materials Management Plan                             | New amendment that specifies when Hazardous Materials Management Plans are required. The requirement is tied to facilities that require a hazardous materials permit.   | NEW                          |



| 2018 International Fire Code (IFC) Amendment Summary |             |   |  |                        |
|--|-------------|---|--|------------------------|
| OMC  | Section     | Subject   | Reason Statement   | Change Type            |
| 16.05.198  | 503.1       | Section 503.1 - Fire apparatus access roads   | Existing amendment that directs designers to follow both this section and Appendix D for fire apparatus road requirements.   | Admin. Change          |
| 16.05.200  | 503.3.1     | Section 503.3.1 Marking requirements.   | Existing amendment that provides the criteria for marking of fire lanes. These criteria are coordinated with surrounding fire departments to ensure uniformity during automatic aid response.  | Admin. Change          |
| 16.05.205  | 503.6       | Section 503.6 Amended - Security gates  | New amendment that provides requirements when security gates are installed across fire apparatus access roads (fire lanes). Electrically and mechanically controlled gates require emergency operation. These criteria are coordinated with surrounding fire departments to ensure uniformity during automatic aid response.   | NEW                    |
| 16.05.210  | 505.1       | Subsection 505.1 Amended - Address identification.  | Existing and updated amendment provides requirements and criteria for address identification on commercial and residential properties. New provisions indicate that address numbers are required during construction until permanent numbers are installed.  | Minor Technical Change |
| 16.05.212  | 506.1       | Section 506.1 Amended - Key boxes - where required.   | Updated amendment outlines when key box ("Knox Box" ®) is required. Key boxes are required when electronically monitored fire sprinkler or fire alarm systems are provided.  | Minor Technical Change |
| 16.05.215  | 507.1.1     | Subsection 507.1.1 Added - Water distribution system impairment.                            | This new amendment requires water utility companies serving the City to notify the fire department when there is a system impairment affecting water supply for fire fighting. We are well informed when City of Olathe water systems are under repair or impairment, but are not typically made aware when WaterOne systems are impaired.   | NEW                    |
| 16.05.217  | 507.5       | Subsection 507.5 Amended - Hydrant for fire department connections.                         | This existing amendment requires a fire hydrant within 100-feet of a fire department connection for standpipe and automatic fire sprinkler systems. This is an existing amendment that was revised and relocated from a different section. The restriction on use of private hydrants is removed to coordinate with WaterOne practices.  | Minor Technical Change |
| 16.05.220  | 507.5.7     | Subsection 507.5.7 Added -Fire hydrant color.   | Existing amendment specifies the color for fire hydrants. Public hydrant colors are specified by the water utility. Private hydrants are required to be red.   | Admin. Change          |
| 16.05.230  | 901.1.1     | Subsection 901.1.1 Added - Responsibility.  | Existing amendment clarifies that building owners are responsible for maintaining the fire protection systems in their buildings, whether installed new, or existing in a building they have purchased.  | Existing               |
| 16.05.250  | 901.4.5.1   | Subsection 901.4.5.1 Added - Non-operational equipment.                                     | Modified existing amendment clarifies that fire and life safety systems that have been removed from service must be removed from the building so that the do not provide a false sense of safety.  | Minor Technical Change |
| 16.05.260  | 901.4.7     | Subsection 901.4.7 Added - Existing installations - supervision.                            | Existing amendment clarifies that existing systems must continue to be electronically monitored as required by the original code of record when the facility was constructed.  | Existing               |
| 16.05.270  | 901.6.3     | Subsection 901.6.3 Added - Test documentation.  | Existing amendment requires documentation for annual testing performed by maintenance contractors to be submitted to the City's third-party reporting system; Compliance Engine.   | Existing               |
| 16.05.280  | 901.6.4     | Subsection 901.6.4 Added - Qualifications of inspection, testing and maintenance personnel. | Existing amendment specifies minimum qualifications for inspection, testing and maintenance personnel to ensure that persons inspecting and maintaining life safety systems have proper training.  | Existing               |
| 16.05.282  | 903.2.9(6)  | Subsection 903.2.9(6) Added - Group S-1 self-service storage automatic sprinkler system.    | This new amendment lowers the threshold for fire sprinkler requirements in self-storage facilities. These facilities can have a wide range of items stored within in them, including hazardous materials, upholstered furniture, plastics and other high fuel loads; any of which would result in a significant fire. This amendment sets the threshold for fire sprinkler protection at the same square footage as facilities that contain upholstered furniture.   | NEW                    |
| 16.05.284  | 903.3.1.2.1 | Subsection 903.3.1.2.1 Amended - Sprinkler protection for balconies and decks.              | This new amendment clarifies the requirements for fire sprinkler protection of balconies and decks in multi-family structures regardless of construction type. Most multi-family buildings are constructed with combustible materials so this will not be a significant change as it is already required in this type of building.   | NEW                    |
| 16.05.285  | 903.3.1.2.3 | Subsection 903.3.1.2.3 Amended - Protection of attics.                                      | This new amendment requires protection of combustible attics in multi-family residential buildings regardless of height. The code as written does not require sprinklers in combustible attics unless they are greater than 55-feet high. Several of the large loss fires in Olathe and throughout Johnson County in the past 5 years are the result of combustible attics in multi-family apartment structures not having fire sprinkler protection. This amendment will require the fire sprinkler protection regardless of height, or designers can utilize other options to reduce combustibility. | NEW                    |

| 2018 International Fire Code (IFC) Amendment Summary |             |   |  |                              |
|--|-------------|---|--|------------------------------|
| OMC  | Section     | Subject   | Reason Statement   | Change Type                  |
| 16.05.286  | 903.3.1.2.4 | Subsection 903.3.1.2.4 Added - Sprinkler protection for attached garages - 13R. | This new amendment requires sprinklers in attached garages of multi-family buildings when provided with a sprinkler system. The code as written does not require sprinklers in garages of multifamily residences when protected by a residential (13R) sprinkler system. This is a common origin for fires that can be easily protected by dry-sidewall sprinklers to improve fire protection and life safety. | NEW                          |
| 16.05.288  | 903.3.1.3.1 | Subsection 903.3.1.3.1 Added - Sprinkler protection for attached garages - 13D  | This new amendment requires sprinklers in attached garages of townhomes when provided with a sprinkler system. The code as written does not require sprinklers in garages of townhome residences when protected by a residential (13D) sprinkler system. This is a common origin for fires that can be easily protected by dry-sidewall sprinklers to improve fire protection and life safety.                 | NEW                          |
| 16.05.289  | 903.3.5.3   | Subsection 903.3.5.3 Added - Main control valves.                               | This new amendment requires a main shut-off valve for fire sprinkler systems and provides requirements for access to the valve. This will only apply to buildings with the backflow preventer for the fire sprinkler system installed outside of the building in a vault.  | NEW                          |
| 16.05.290  | 903.4.1     | Subsection 903.4.1 Amended - Monitoring.  | This existing amendment outlines the requirements for electronic monitoring of fire sprinkler systems and provides exceptions where electronic monitoring is not feasible or appropriate. Additional exceptions are provided when electronic monitoring is not feasible.   | Minor Technical Change       |
| 16.05.300  | 903.4.2     | Subsection 903.4.2 Amended - Alarms.  | This section requires fire alarm notification throughout a building when a fire sprinklers system is required. This is an existing amendment that is shared by several neighboring jurisdictions. Revisions to the amendment clarify that the notification design must comply with NFPA 72.  | Minor Technical Change       |
| 16.05.305  | 903.4.3     | Subsection 903.4.3 Amended - Floor control valves.                              | This new amendment requires approved floor control valves on each level for buildings that are 3 or more stories in height. This improves the ability to quickly shutdown a fire sprinkler system and better isolate specific areas of the building during maintenance to avoid a complete building shutdown.  | NEW                          |
| 16.05.310  | 907.6.6     | Subsection 907.6.6 Amended - Monitoring.  | This is an existing amendment that requires a UL certificate on fire alarm systems and a monitoring station with enhanced capabilities. This helps ensure that systems are better maintained, which reduces false alarms. It also helps to ensure system issues are resolved more quickly, reducing fire watch requirements.   | Existing                     |
| 16.05.340  | 912.3       | Section 912.3 Amended - Fire hose threads.                                      | Existing amendment specifies the connection required on fire department connections so that it is compatible with our equipment. Olathe utilizes a 4" Storz connection.  | Existing                     |
| 16.05.341  | 912.4       | Section 912.4 Amended - Fire department connection access                       | This new amendment clarifies required access to fire department connections.   | NEW                          |
| 16.05.351  | 1103.5.1    | Subsection 1103.5.1 - Existing Group A-2 fire sprinkler systems.                | The amendment to this code section provides a deadline of 12/31/2020 for the addition of fire sprinklers to existing A-2 occupancies with more than 300 occupants. The code as written would require immediate compliance. The section would have otherwise been applicable immediately upon adoption.   | NEW                          |
| 16.05.361  | 1103.5.3    | Subsection 1103.5.3 - Existing Group I-2, Condition 2 sprinkler systems.        | The amendment to this code section provides a deadline of 12/31/2020 for the addition of fire sprinklers to existing I-2 occupancies. The code as written would require immediate compliance.  | NEW                          |
| 16.05.370  | 1104.25     | Section 1104.25 Deleted - Egress path markings.                                 | This retroactive requirement for photoluminescent egress path marking is deleted. It has limited application in the City of Olathe and implementation would be problematic.  | Existing                     |
| 16.05.373  | 3103.2      | Section 3103.2 Amended - Approval required.                                     | The existing amendment is modified to increase the size limit of tents and membrane structures requiring a permit to 900 SF to coordinate with neighboring jurisdictions.  | Minor Technical Change       |
| 16.05.375  | 3310.1      | Section 3310.1 Amended - Access for firefighting.                               | This new amendment enhances requirements for fire apparatus access for projects under construction to ensure that fire apparatus can get to each building under construction for fire or medical emergencies.  | NEW                          |
| 16.05.377  | 5607.4      | Section 5607.4 Amended - Restricted hours                                       | This new amendment specifies the hours during which blasting can be conducted to coordinate with the City's Technical Specification.   | NEW                          |
| 16.05.381  | 5704.2.13.1 | Subsection 5704.2.13.1 Amended - Underground tanks out of service for one year. | This new amendment modifies and clarifies the requirements for flammable liquid storage tanks that are removed from service. The amendment will require removal of tanks rather than abandonment in place.   | NEW                          |
| 16.05.405  | D103.4      | Table D103.4 Amended - Requirements for dead-end fire apparatus roads           | The Table is revised to coordinate with the City's current requirements for turnarounds on dead end roads.   | Significant Technical Change |

| 2018 International Fire Code (IFC) Amendment Summary |         |   |  |             |
|--|---------|---|--|-------------|
| OMC  | Section | Subject   | Reason Statement   | Change Type |
| 16.05.380  | n/a     | Establishment of Above Ground Storage of Flammable Liquid Limits. | Existing amendment establishes zoning districts where flammable liquid tanks are not permitted.            | Existing    |
| 16.05.385  | n/a     | Establishment of Limitations on Flammable Cryogenic Fluids        | New amendment establishes zoning districts where storage of flammable cryogenic fluids is not permitted.   | NEW         |
| 16.05.390  | n/a     | Establishment of Storage of Liquefied Petroleum Gas Limits.       | Existing amendment establishes zoning districts where storage of liquefied petroleum gas is not permitted. | Existing    |
| 16.05.400  | n/a     | Establishment of Explosives Storage Limits.                       | Existing amendment establishes zoning districts where explosives storage is not permitted.                 | Existing    |

## ORDINANCE NO. 19-XX

AN ORDINANCE PERTAINING TO THE OLATHE BUILDING CODE; ADDING CERTAIN SECTIONS; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.02.020, 15.02.030, 15.02.050, 15.02.060, 15.02.070, 15.02.080, 15.02.100, 15.02.130, 15.02.140, 15.02.160, 15.02.170, 15.02.180, 15.02.200, 15.02.210, 15.02.230, 15.02.240, 15.02.260, 15.02.270, 15.02.280, 15.02.300, 15.02.310, 15.02.320, 15.02.350, 15.02.370, 15.02.390, AND 15.02.395 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 15.02.090, 15.02.290, 15.02.330, 15.02.340, 15.02.360, 15.02.380, 15.02.400, CHAPTER 2.74, SECTIONS 2.74.010 THROUGH 2.74.050, INCLUSIVE, AND CHAPTER 15.24, SECTIONS 15.24.010 THROUGH 15.24.060, INCLUSIVE.

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

**SECTION ONE:** Section 15.02.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.020 Code Adopted.**

The ~~2012~~ 2018 International Building Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.02.030 through and including 15.02.430.”

**SECTION TWO:** Section 15.02.030 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.030 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.02.020 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-41~~ 19-XX” with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.02.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.050 Section [A] 101.1 Amended – Title.**

Subsection [A] 101.1 of the International Building Code is hereby amended to read as follows:

**[A] 101.1 Title.** The ~~2012~~ 2018 International Building Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.02 shall be known as the Building Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Building Code.”

**SECTION FOUR:** Section 15.02.060 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.060 Subsection [A] 101.2.1 Amended – Appendices.**

Subsection [A] 101.2.1 of the International Building Code is hereby amended to read as follows:

**[A] 101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**[A] 101.2.1.1 Appendices adopted.** The following appendices are hereby adopted as part of this code:

[Appendix B: Board of Appeals](#)

Appendix C: Group U – Agricultural Buildings

Appendix E: Supplementary Accessibility Requirements”

**SECTION FIVE:** Section 15.02.070 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.070 Subsection [A] 101.4.3 Amended – ~~Plumbing~~ Reference Standards.**

Subsection [A] 101.4 of the International Building Code is hereby amended to read as follows:

**[A] 101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference.

**[A] 101.4.1 Gas.** The provision of the International Fuel Gas code; as adopted by the City and set forth in Chapter 15.12 of the Olathe Municipal Code shall apply to the installation of gas piping from the point of delivery, gas appliances

and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

**[A] 101.4.2 Mechanical.** The provision of the International Mechanical code; as adopted by the City and set forth in Chapter 15.10 of the Olathe Municipal Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and appurtenances, including ventilating, heating, cooling, air-condition and refrigeration systems, incinerators and other energy-related systems.

~~Subsection [A] 101.4.3 of the International Building Code is hereby amended to read as follows:~~

**[A] 101.4.3 Plumbing.** The provisions of the International Plumbing Code (as adopted by the City and set forth in Chapter 15.08 of the Olathe Municipal Code) shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the Johnson County, Kansas Environmental Sanitary Code, 2004 edition, as adopted by the City shall apply to private sewage disposal systems.

**[A] 101.4.4 Property maintenance.** The provisions of the International Property Maintenance Code; as adopted by the City and set forth in Chapter 15.22 of the Olathe Municipal Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

**[A] 101.4.5 Fire prevention.** The provisions of the International Fire Code; as adopted by the City and set forth in Chapter 16.05 of the Olathe Municipal Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures of premises; and from the construction, extension, repair, alteration or removal of fire suppression systems, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operations.

**[A] 101.4.6 Energy.** The provisions of the International Energy Conservation Code; as adopted by the City and set forth in Chapter 15.16 of the Olathe Municipal Code shall apply to all matters governing the design and construction of building for energy efficiency.



[\[A\] 101.4.7 Existing Buildings.](#) The provisions of the International Existing Building Code (as adopted by the City in accordance with Chapter 15.06 of the Olathe Municipal Code) shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings.

**SECTION SIX:** Section 15.02.080 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.080 Subsections ~~[A] 101.4.7,~~ [A] 101.4.8, and [A] 101.4.9 Added – Electrical, and Swimming Pools and Spas, ~~and Existing Buildings.~~**

Subsections ~~[A] 101.4.7,~~ [A] 101.4.8, and [A] 101.4.9 are hereby added to the International Building Code and shall read as follows:

**[A] 101.4.7–8 Electrical.** The provisions of the National Electrical Code (as adopted by the City ~~in accordance with~~ and set forth in Chapter 15.14 of the Olathe Municipal Code) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**[A] 101.4.8–9 Swimming Pools and Spas.** The provisions of the International Swimming Pool & Spa Code; ~~(as adopted by the City in accordance with~~ and set forth in Chapter ~~15.20~~ 15.20 of the Olathe Municipal Code) shall apply to the installation of swimming pools, hot tubs, spas, and fixed in-place wading pools, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

~~[A] 101.4.9 Existing Buildings. The provisions of the International Existing Building Code (as adopted by the City in accordance with Chapter 15.06 of the Olathe Municipal Code) shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings.~~

~~15.02.090 Section [A] 102.4 Amended – Referenced Codes and Standards.~~

~~Section [A] 102.4 of the International Building Code is hereby amended to read as follows:~~

~~[A] 102.4 Referenced Codes and Standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections [A] 102.4.1 and [A] R102.4.2.~~

~~[A] 102.4.1 Differences. Where differences occur between provisions of this code and referenced codes and standards, the most restrictive provisions shall apply.~~

~~[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the most restrictive provisions, as applicable, shall take precedence over all other provisions."~~

**SECTION SEVEN:** Section 15.02.100 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.100 Section [A] 103.1 Amended – Creation of enforcement agency.**

Section [A] 103.1 of the International Building Code is hereby amended to read as follows:

**[A] 103.1 Creation of enforcement agency.** The department of building safety is hereby established within the jurisdiction under the direction of the Building Official. The Community Risk Reduction Section – Building Codes Division within the Olathe Fire Department shall be established as the department of building safety where referenced by this Code. The function of the division shall be the implementation, administration and enforcement of the provisions of this Code. ~~The Chief Building Official in charge of the Building Code Division for the City shall be the designated enforcement officer of this code, and is herein referred to as the "building official." The term "Code Official," "authority having jurisdiction," and/or "Code Administrator" shall be used synonymously with the term "building official" and the term "Building Code Division" shall be used synonymously with the term "Department of Building Safety."~~

**SECTION EIGHT:** Section 15.02.130 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.130 Subsection [A] 105.1.3 Added – County license required.**

Section [A] 105.1.3 is hereby added to the International Building Code and shall read as follows:

**[A] 105.1.3 County license required.** All persons undertaking work which requires a permit as provided in Section 105, or seeking to obtain that permit from the City, are required to have a currently valid Johnson County contractor's license. That ~~County~~ license shall have been issued by the County in accordance with the provisions of the Johnson County Contractors Licensing Program and the Contractor Licensing Regulations adopted by the Board of County Commissioners by Resolution 058-01 on August 9, 2001, and any regulations subsequently adopted by the Contractor Licensing Review Board as authorized by said County Licensing Regulations, as said Resolution and regulations may be amended from time to time by said Boards.



### **Exceptions:**

1. The owner of a single-family dwelling shall be allowed to secure a permit to construct, alter, or repair said home provided the following conditions are met:

A. The homeowner currently occupies the dwelling or will occupy the residence once the construction has been completed.

B. The homeowner undertakes the work themselves.

2. The Building Official may waive the provisions of this section where it can be established that no license exists for the installation, alteration, or repair of a certain type of work requiring a permit, or due to other unique circumstances.”

**SECTION NINE:** Section 15.02.140 of the Olathe Municipal Code is hereby amended to read as follows:

#### **“15.02.140 Section [A] 105.2 Amended – Work exempt from permit.**

Section [A] 105.2 of the International Building Code is hereby amended to read as follows:

**[A] 105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

#### **Building:**

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet. ~~(18.58 m<sup>2</sup>).~~

2. ~~Re-siding the dwelling or structure with materials other than stucco or EIFS.~~ Fences not over seven (7) feet in height.

3. Oil derricks.

4. Retaining walls that are not over 4 feet ~~(1,219 mm)~~ in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons ~~(18,925 L)~~ and the ratio of height to diameter or width is not greater than 2:1.

6. Sidewalks and driveways not more than 30 inches ~~(762 mm)~~ above adjacent grade, and not over any basement or story below and are not part of an accessible route. [Right-of-way permits are required for sidewalk or driveway installation or replacement in the public right-of-way.](#)

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches ~~(610 mm)~~ deep, are not greater than 5,000 gallons ~~(18,925 L)~~ and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches ~~(1,372 mm)~~ from the exterior wall and do not require additional support.

13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches ~~(1,753 mm)~~ in height.

[14. Re-roofing.](#)

[15. Decks not exceeding two hundred \(200\) square feet in area that are not more than thirty \(30\) inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4](#)

**Electrical:**

1. Repairs and maintenance: Minor repair work, including: the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles; listed cord and plug connected temporary decorative lighting; reinstallation of attachment plug receptacles but not the outlet; repair or replacement of branch circuit over current devices of the required capacity in the same location; electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy, and are not part of a fire alarm system.

2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television

transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

~~4. The installation of portable generators, complying with National Electric Code Section 250.34 (A), used to provide temporary power.~~

**Gas:**

1. Portable heating appliance, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

**Mechanical:**

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter ~~its~~ approval of equipment or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

**Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, sinks and lavatories in the same location, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

**[A] 105.2.1 Emergency Repairs.** Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

**[A] 105.2.2 Repairs.** Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

**[A] 105.2.3 Public Service Agencies.** A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.”

**SECTION TEN:** Section 15.02.160 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.160 Subsections [A] 105.3.3, [A] 105.3.4, and [A] 105.3.5 Added – Potable water certification, Fire protection certification, and Connection to public sewer.**

Subsections [A] 105.3.3, [A] 105.3.4, and [A] 105.3.5 are hereby added to the International Building Code and shall read as follows:

**[A] 105.3.3 Potable water certification.** A permit shall not be issued until written evidence is presented to the Building Official certifying the availability of satisfactory potable water supply. Applicants that are within areas under the jurisdiction of a duly constituted water utility shall submit a connection permit or notice of intent to supply water service from the water utility having jurisdiction. Applicants from areas that are not within an area under the jurisdiction of a duly constituted water utility shall submit a certificate from the Johnson County Health Director that the proposed water supply meets the required standards for health and safety.

**Exception:** On structures other than one- and two-family dwellings, the Building Official may issue a building permit prior to receiving the connection permit or notice of intent to supply water service specified in Section [A] 105.3.3 if all the following conditions are met:

1. A written document acceptable to the City is provided to the Building Official describing the unusual circumstances preventing the issuance of such connection permit.

2. Documentation acceptable to the City is provided showing the status of the application to the water utility having jurisdiction.

3. The applicant verifies in writing, in a form acceptable to the City, an acknowledgment and understanding that the permit required in Section [A] 105.3.3 must be provided to the Building Codes Division prior to any form of final inspection being conducted by the City and prior to any temporary or final certificate of occupancy being issued by the City.

4. The Building Official is satisfied that all pertinent information has been provided and that issuance of a building permit under these circumstances would be in full compliance with the intent and purpose of this code.

**[A] 105.3.4 Fire protection certification.** A permit for construction shall not be issued until written evidence is presented to the Building Official certifying the availability of satisfactory [fire protection water supply and](#) hydrant locations. Applicants that are within areas under the jurisdiction of a duly constituted water utility, shall submit a statement from the utility certifying that the proposed fire protection system conforms to the regulations of the district. The water supply and hydrants shall also comply with the requirements of Section [A] 507 and Appendices B and C of the International Fire Code (as adopted by the City in accordance with Chapter 16.05 of the Olathe Municipal Code).

**[A] 105.3.5 Connection to public sewer.** No building permit for any structure or building to be located within a legally created sewer district in the City in which sanitary sewage will, or may, originate shall be issued a permit until and unless the applicant, or their agent, has previously applied for and received from the sewage utility having jurisdiction, an outside sanitary sewer construction and connection permit as required by the rules and regulations of the sewage utility having jurisdiction.

**Exception:** On structures other than one- and two-family dwellings, the Building Official may issue a building permit prior to receiving the sanitary sewer permit if all the following conditions are met:

1. A written document acceptable to the City is provided to the Building Official describing the unusual circumstances preventing the issuance of such connection permit.

2. Documentation acceptable to the City is provided showing the status of the application to the sewage utility having jurisdiction.

3. The applicant verifies in writing, in a form acceptable to the City, an acknowledgment and understanding that the permit required in Section [A] 105.3.5 must be provided to the Building Code Division prior to any form of final inspection being conducted by the City and prior to any temporary or final occupancy permit being issued by the City.

4. The Building Official is satisfied that all pertinent information has been provided and that issuance of a building permit under these circumstances would be in full compliance with the intent and purpose of this code.

**[A] 105.3.5.1 Private sewage disposal facilities.** Where a public sewer is not available, a private sewage disposal system designed and constructed in accordance with the Johnson County, Kansas Environmental Sanitary Code and approved by the Johnson County Environmental Department shall be acceptable.”

**SECTION ELEVEN:** Section 15.02.170 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.170 Subsection [A] 105.3.6 Added – Application for permit to move a building or other structure.**

Section [A] 105.3.6 is hereby added to the International Building Code and shall read as follows:

**[A] 105.3.6 Application for permit to move a building or other structure.** Application for a permit shall be made to move a building or other structure over, along or across any highway, street, road or alley in the City. A move permit application shall include the information required in Sections [A] 105.3.6.1 or [A] 105.3.6.2. The application shall be made not less than fourteen (14) calendar days prior to the commencement of the move. Buildings or structures shall not be lifted off their existing foundation until a permit to move the building or structure has been secured.

**Exception:** Camping trailers are specifically excluded from this requirement, and no permit shall be required for moving any house, building, mobile home, modular home or structure exclusively upon Interstate 35 Highway.

**[A] 105.3.6.1 Moving buildings or structures within or into the City limits.** A permit for a foundation, or a new single family or a remodel permit shall be secured prior to the issuance of a permit to move a building or structure onto property within the City limits. The foundation shall be constructed prior to the building or structure being moved. All applications for permits to move buildings or structures within the City limits of Olathe or into the City shall include the following information:

1. A complete building permit application.
2. Building permit fee per Section [A] 109.
3. A letter indicating the day and hour when the move is to start; the length of time required for the move; and the number and type of escort vehicles.
4. The dimensions of the building or structure as to length, width, and height at its highest point when loaded for moving, including a diagram of how the structure will be loaded and supported during the move.
5. A map showing the route of the move.

~~6. A deposit of a sum of money equal to twice the amount of the estimated City expense enumerated in the cost estimates included in the submitted route approval letters from the Police and Public Works Departments.~~

~~7~~6. Letter from the Police Department approving the date, time and route of the move and including an estimate of costs for police services, to include escort service for the move.

~~8~~7. Letter from the Public Works Department approving the date, time and route of the move and including an estimate of the expense that will be incurred in removing and replacing any facilities belonging to the City or any other property of the City, the removal and replacement of which will be required by reason of the moving of the building through the City, together with the cost of materials necessary to be used in making such removals and replacements.

~~9~~8. Bond or cash deposit per Section [A] 105.3.6.3.

~~10~~9. Certificate of Insurance per Section [A] 105.3.6.4.

~~11~~10. Certificate of Ownership or Entitlement. The applicant, if other than the owner, shall file with the application a written statement or bill of sale signed by the owner, or other sufficient evidence, that he/she is entitled to move the building.

~~12~~11. A copy of the state highway move permit, if applicable.

~~13~~12. A letter or electronic communication from any utility agency having overhead lines along the proposed route indicating that they have approved the route.

~~14~~13. Written permission from the Olathe agency having jurisdiction to trim trees in the public right-of-way necessary to provide clearance for the move along the proposed route.

~~15~~14. If being moved off a site within the City limits, letters from all utility agencies verifying that all utilities have been disconnected, i.e. gas, electric, water,

sewer. A verbal or electronic communication from the utility agency is acceptable in lieu of a letter.

~~16~~15. If being moved off a site within the City limits, a Tax Certificate. The owner of the building to be moved shall file with the application sufficient evidence that the building and lot from which it is to be removed are free of any entanglements and that all taxes, liens, and any City charges against the same are paid in full.

~~17~~16. If being moved off a site within the City limits, a letter signed by the property owner that the site will have the original foundation demolished, all excavations filled to existing grade, and all debris cleared to return the site to a safe and sanitary condition within 30 days. The letter will include a timeline for these actions and an agreement that a four (4) foot fence will be provided around any open foundation or excavation and that erosion and sediment control measures shall be put in place as needed and shall remain in place until vegetation has been established.

~~18~~17. If being moved off a site within the City limits, a plot plan, sealed by a Kansas design professional, showing the property or lot where the building or structure is to be removed from and including a legal description of the property.

~~19~~18. A plot plan, sealed by a Kansas design professional, showing the property or lot where the building or structure is to be moved to and including a legal description of the property.

~~20~~19. Letter from the water utility having jurisdiction certifying the availability of the water supply per Section [A] 105.3.3.

~~21~~20. Verification from the Fire Department of a satisfactory fire hydrant location per Section [A] 105.3.4.

~~22~~21. Sewer permit from the utility having jurisdiction, or a septic tank or holding tank permit from the Johnson County Environmental Department as specified per Section [A] 105.3.5.

~~23~~22. Verification from the Planning Services Division that the building or structure to be moved is architecturally compatible with adjacent buildings or structures in the area where the building or structure is to be moved.

~~24~~23. Verification by the Building Codes Division that the building or structure meets current adopted codes and standards.

~~25~~24. Any additional information which the City shall find necessary to make a fair determination of whether a permit should be issued.



**[A] 105.3.6.2 Buildings or structures being moved out of the City or passing through the City.** All permit applications for moving buildings or structures out of or through the City shall include the following information:

1. A complete building permit application.
2. Building permit fee per Section [A] 109.
3. A letter indicating the day and hour when the move is to start; the length of time required for the move; and the number and type of escort vehicles.
4. The dimensions of the building or structure as to length, width, and height at its highest point when loaded for moving, including a diagram of how the structure will be loaded and supported during the move.
5. A map showing the route of the move.

~~6. A deposit of a sum of money equal to twice the amount of the estimated City expense enumerated in the cost estimates included in the submitted route approval letters from the Police and Public Works Departments.~~

~~7~~6. Letter from the Police Department approving the date, time and route of the move and including an estimate of costs for police services, to include escort service for the move.

~~8~~7. Letter from the Public Works Department approving the date, time and route of the move and including an estimate of the expense that will be incurred in removing and replacing any facilities belonging to the City or any other property of the City, the removal and replacement of which will be required by reason of the moving of the building through the City, together with the cost of materials necessary to be used in making such removals and replacements.

~~9~~8. Bond or cash deposit per Section [A] 105.3.6.3.

~~10~~9. Certificate of Insurance per Section [A] 105.3.6.4.

~~11~~10. Certificate of Ownership or Entitlement. The applicant, if other than the owner, shall file with the application a written statement or bill of sale signed by the owner, or other sufficient evidence, that he is entitled to move the building.

~~12~~11. A copy of the state highway move permit, if applicable.

~~13~~12. A copy of the move permit from the next jurisdiction that the structure will enter when leaving the Olathe City limits.

~~14~~13. A letter or electronic communication from any utility agency having overhead lines along the proposed route indicating that they have approved the route.

~~15~~14. Written permission from the Olathe agency having jurisdiction to trim trees in the public right-of-way necessary to provide clearance for the move along the proposed route.

~~16~~15. If being moved off a site within the City limits, letters from all utility agencies verifying that all utilities have been disconnected, i.e. gas, electric, water, sewer. A verbal or electronic communication from the utility agency is acceptable in lieu of a letter.

~~17~~16. If being moved off a site within the City limits, a Tax Certificate. The owner of the building to be moved shall file with the application sufficient evidence that the building and lot from which it is to be removed are free of any entanglements and that all taxes, liens, and any City charges against the same are paid in full.

~~18~~17. If being moved off a site within the City limits, a letter signed by the property owner that the site will have the original foundation demolished, all excavations filled to existing grade, and all debris cleared to return the site to a safe and sanitary condition within 30 days. The letter will include a timeline for these actions and an agreement that a four foot fence will be provided around any open foundation or excavation and that erosion and sediment control measures shall be put in place as needed and shall remain in place until vegetation has been established.

~~19~~18. If being moved off a site within the City limits, a plot plan, sealed by a Kansas design professional, showing the property or lot where the building or structure is to be removed from and including a legal description of the property.

~~20~~19. Any additional information which the City shall find necessary to make a fair determination of whether a permit should be issued.

#### **[A] 105.3.6.3 General Deposit.**

1. Bond. An application hereunder shall be accompanied by a bond, essentially in the form shown below, executed by a bonding or surety company authorized to do business in the state of Kansas in the amount of Five Thousand Dollars (\$5,000.00), conditioned upon the assurance that this and other applicable ordinances and laws will be complied with. Such bond shall run to the City for the use and benefit of any person or persons intended to be protected thereby and shall be conditioned on the payment of any damage to public or private property and the payment for any damages or losses resulting from any malfeasance, misfeasance, or non-feasance or negligence in connection with any of the activities or conditions upon which the permit applied for is granted. Bond forms should be substantially in the following form:

**CITY OF OLATHE, KANSAS**

## HOUSE, BUILDING AND STRUCTURE PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, \_\_\_\_\_ and as Surety, are held and firmly bound unto the City of Olathe, Kansas, in the penal sum of Five Thousand and No/100 Dollars (\$5,000.00), to the payment of which will be made we hereby bind ourselves, our heirs, executors, administrators, and successors, severally and firmly by these presents.

**DATED** this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_, for the period of one year ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CONDITION** of the foregoing obligation is such that **WHEREAS**, said principal desires to move houses, buildings and/or structures over and along the public streets or ways, roads, alleys or sidewalks in the City of Olathe, Kansas, this bond is conditioned that said person, firm or corporation shall perform all covenants, conditions and obligations pertaining to the moving of the house, building or structure and the compliance with all City codes pertaining to said house, building and/or structure, and shall hold the City harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said permit by said principal, or by reason of any injury to persons or property occasioned by the action of said principal or his employees.

**IN TESTIMONY WHEREOF**, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized agent or agents, all as of the date and year first above written.

\_\_\_\_\_

Principal

(Seal)

\_\_\_\_\_

Surety

2. Any person filing an application hereunder may, in lieu of the bond required above, deposit with the City Clerk a cash deposit in the sum of Five Thousand Dollars (\$5,000.00) as an indemnity for any damage which the City may sustain by reason of damage or injury to any highway, street or alley, sidewalk, fire hydrant or other property of the City, which may be caused by or be incidental to the removal of any building over, along or across any street in the City and to indemnify the City against any claim of damages to persons or private property, and to satisfy any claims by private individuals arising out of, caused by or incidental to the moving of any building over, along or across any street in the City.

**[A] 105.3.6.4 Certificate of Insurance.** The applicant shall file with the City a certificate of insurance, demonstrating evidence of satisfactory Commercial General Liability and Automobile Liability insurance. No permit shall be issued until such evidence is filed. Policies of insurance must contain the following limits of protection and conditions:

1. Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence.
2. Automobile Liability insurance in an amount no less than \$250,000 bodily injury each person / \$500,000 bodily injury each occurrence / \$250,000 property damage each occurrence; or \$500,000 bodily injury and property damage combined single limit.

The City will only accept coverage from an insurance carrier meeting these criteria:

- a. Is licensed to do business in the state of Kansas;
- b. Carries a Best's policyholder and financial rating of A- or better;
- c. Carries at least a Class VIII financial rating; or
- d. Is a company mutually agreed upon by the City and the applicant.

The City shall be notified in writing not less than thirty (30) days prior to cancellation or material modification of any policy provisions.

~~[A] 105.3.6.5 Duties of Chief Building Official. Upon receipt of the application the Chief Building Official or designee shall:~~

- ~~1. Check and verify that all application, fee and deposit requirements have been complied with;~~
- ~~2. Endorse the application to indicate applicant compliance with contents, requirements and forward to other City agencies for concurrence/approval as appropriate.~~
- ~~3. Deposit all fees and cash deposits with the Director of Resource Management or designee.~~
- ~~4. Hold all bonds and/or insurance policies until either denial of application or final resolution of the move and any damages that may result therefrom.~~
- ~~5. Issue the permit upon return of application approval by the departments listed in subparagraph 2. above.~~
- ~~6. In the event the permit is refused, return to the applicant all deposits, bonds and insurance policies (permit fees shall not be returned).~~
- ~~7. Inspection. The Building Official may direct inspection of the building to determine whether the standards for issuance of a permit are met.~~

~~8. Standards for Issuance. The Building Official shall refuse to issue a permit if he/she finds:~~

~~a. The building is too large to move without endangering persons or property in the City;~~

~~b. The building is in such a state of deterioration or disrepair or is otherwise so structurally unsafe that it could not be moved without endangering persons and property in the City;~~

~~c. The building is structurally unsafe or unfit for the purpose for which moved, if the removal location is in the City;~~

~~d. The applicant's equipment is unsafe and that persons and property would be endangered by its use;~~

~~e. That zoning or other ordinances would be violated by the building in its new location;~~

~~f. That for any other reason persons or property in the City would be endangered by the moving of the building.~~

~~9. Return upon allowance for expense. After the building has been removed, the Chief Building Official shall furnish the Director of Resource Management or designee with a written statement of all expenses incurred in removing and replacing all property belonging to the City, and of all material used in the making of the removal and replacement together with a statement of all damage caused to or inflicted upon property belonging to the City. Provided however, that if any wires, poles, lamps or other property are not located in conformity with governing ordinances, the permittee shall not be liable for the cost of removing the same. The Director of Resource Management shall return to the applicant all deposits after deduction of sum sufficient to pay for all of the costs and expenses and for all damage done to property of the City by reason of the removal of the building. The return of deposits shall be made no later than thirty (30) days after completion of the move. Permit fees deposited with the application shall not be returned.~~

~~10. Designate Streets for Moving. The Chief Building Official may designate streets for moving buildings or he/she may modify the applicant's proposed route and moving dates and hours in order to assure maximum safety to persons and property in the City and to minimize congestion and traffic hazards on public streets. The Building Official may require the planking of any street, bridge or culvert, or any part thereof, to support the building being moved to prevent damage. Further, the Building Official may, at his/her discretion, inspect the progress of moving the building to ensure compliance with the provisions of this chapter.~~

~~[A] 105.3.6.6 Duties of Director of Resource Management.~~

~~1. Deposit all monies received into the City general operating fund.~~

~~2. The Director of Resource Management or designee shall return to the applicant all deposits after deduction of sum sufficient to pay for all of the costs and expenses and for all damage done to property of the City by reason of the removal of the building. The return of deposits shall be made no later than thirty (30) days after completion of the move. Permit fees deposited with the application shall not be returned.~~

~~[A] 105.3.6.7 Duties of Police Chief.~~

~~1. The Police Chief or designee shall review the application and, if concurring, indicate the same thereon and assign police escort as may be required. If nonconcurring, return the application with reasons for recommended disapproval.~~

~~2. Upon completion of the movement of the building and the termination of any police escort, notify the Chief Building Official of all police services costs.~~

~~[A] 105.3.6.8 Duties of City Attorney. The City Attorney or designee shall review the application for legal sufficiency and signify approval or in the event of recommended disapproval submit reasons therefor.~~

**[A] 105.3.6.95 Duties of Permittee Conditions of the permit.** In addition to other provisions of the Code, the permit holder shall be responsible for compliance with the following: ~~Every permittee under this chapter shall:~~

1. Use of Streets. Use only those streets and routes as approved by the permit.

2. Notify of Revised Moving Time. Notify the Chief Building Official in writing at least forty-eight (48) hours prior to the move of any desired change in the date, hour, or route of the move as proposed in the application. All changes must be approved by the Chief Building Official before initiating the move.

3. Notify of Damage. Notify the Chief Building Official in writing of any and all damage done to public and private property within 24 hours after the damage or injury has occurred.

4. Street Occupancy Period. Remove the building from the City streets after twenty-four (24) hours of such occupancy. No building or structure or any part of any building or structure being moved shall be left in the parkway, street, or on the dedicated right-of-way line between the curb and the front property line of any lot.

5. Comply with Governing Law. Comply with the building code, the fire code, the zoning ordinance and all other applicable ordinances and laws upon relocating the building in the City.

~~6. Pay Expense of Officer. Pay the expense of any officer that may be ordered by the Police Chief or designee to accompany the movement of the building to protect the public from injury.~~

**76.** Clear Old Premises. Within 30 days demolish original foundation, remove all rubbish and materials, and fill all excavations to existing grade at the original

building site so that the premises are left in a safe and sanitary condition. Any open foundation or excavation shall be protected by a four foot fence. Erosion and sediment control measures shall be put in place as needed and shall remain in place until vegetation has been established.

~~87.~~ Remove Service Connection. See that the sewer line is plugged with a stopper, the water shut off, and the meter returned to the City water office. Permittee shall notify the gas and electric service companies to remove their services.

~~98.~~ Permit Aboard Moving Vehicle. Ensure that at all times while the moving or towing vehicle is engaged in moving the building, the permit and route of travel are in the possession of the vehicle operator and available for inspection by City authorities.

~~409.~~ Railroad Crossings. Notify railroad officials of times, location and direction of crossing of all railroad tracks on the route of travel.

~~44~~~~10.~~ Compliance with Moving Provisions. Be responsible for furnishing its own escort and for complying with all provisions contained in Section [A] 105.3.6.10.

**[A] 105.3.6.~~406~~ General Provisions.** The following general provisions shall be complied with during the moving of any building within the limits of the City of Olathe:

1. Escort Vehicles. The movement of all buildings within the City shall be protected by two (2) escort vehicles to be provided by the permittee. Each escort vehicle shall have a ~~rotating~~ flashing amber light ~~eight inches (8") in diameter~~ mounted on the top of the escort vehicle in such a manner that it is readily visible in all directions at a distance of not less than eight hundred feet (800'), and it shall have attached to the top of said vehicle an "OVERSIZE LOAD" sign. Such sign shall be yellow with black lettering. The sign shall be fourteen inches (14") in height and sixty inches (60") in length. The lettering is to be eight inches (8") high and have a one and one-eighth inch (1-1/8") stroke and it must be readily visible from a distance of five hundred feet (500'). One escort vehicle shall precede the building being moved and the other shall follow it.

2. Warning Flags. The building being moved shall have red flags not less than eighteen inches (18") square attached to each corner of the building at all times it is in transit.

3. Display Lights. Cause red lights to be displayed during the night time on every side of the building, while standing on a street, in such manner as to warn the public of the obstruction, and shall at all times erect and maintain barricades across the streets in such manner as to protect the public from damage or injury by reason of the removal of the building. Night time is from thirty (30) minutes after sunset to thirty (30) minutes before sunrise.

**[A] 105.3.6.~~41~~<sup>7</sup> Enforcement.**

1. The Chief Building Official or designee and Police Chief or designee shall enforce and carry out the requirements of this chapter.
2. Permittee Liable for Expense above Deposit. The permittee shall be liable for any expense, damages or costs in excess of deposited amounts or securities, and the City Attorney shall prosecute an action against the permittee in a court of competent jurisdiction for the recovery of such excessive amounts.
3. Original Premises Left Unsafe. The City shall proceed to do the work necessary to leaving the original premises in a safe and sanitary condition, where permittee does not comply with the requirements of this chapter, and the cost thereof shall be charged against the general deposit. In lieu thereof the City may levy a special assessment in accordance with the provisions of Section [A] 116.6.

**[A] 105.3.6.~~42~~<sup>8</sup> Penalties.** Any person violating any of the provisions of this code shall be subject to the penalties as stipulated in Section [A] 114.4.

**[A] 105.3.6.~~43~~<sup>9</sup> Liability.** The requirements stated in this code shall not be construed as imposing upon the City, its officers, agents or employees any liability or responsibility for damages to any property or injury to any person due to an improper moving of buildings on the City's streets. The City or any official, employee or agent thereof shall not assume liability or responsibility whatsoever by reason of any inspection or approval of any move. Acceptance of the permit by the permittee will be prima facie evidence that the permittee assures full compliance with all requirements contained in this chapter, and assumes all responsibility for injury to persons or damages to public or private property, and further agrees to hold the City immune from all suits, claims and damages arising from the movement of the building."

**SECTION TWELVE:** Section 15.02.171 is hereby added to the Olathe Municipal Code to read as follows:

**"15.02.171 Subsection [A] 105.5.1 Added – Renewal of permit upon expiration.**

**Subsection [A] 105.5.1 is hereby added to the International Building Code and shall read as follows:**

**[A] 105.5.1 Renewal of permit upon expiration.** Once a permit has expired for any reason, the permit may not be renewed, and work may not recommence until the payment in full of a new permit fee based upon the value of the work remaining to complete the project."

**SECTION THIRTEEN:** Section 15.02.175 is hereby added to the Olathe Municipal Code to read as follows:



**“15.02.175 Subsection [A] 107.1.1 Added – One- and Two-Family Dwellings**

Subsection [A] 107.1.1 is hereby added to the International Building Code and shall read as follows:

**[A] 107.1.1 One- and Two-Family Dwellings.** Construction documents for new residential structures designed in accordance with the International Residential Code shall be prepared by a design professional duly registered in the State of Kansas. The drawings shall bear the professional seal(s) of the design professional(s).

**Exception:** The Building Official is authorized to waive the submission of construction documents and other data when it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.”

**SECTION FOURTEEN:** Section 15.02.178 is hereby added to the Olathe Municipal Code to read as follows:

**15.02.178 Subsection [A] 107.2.9 Added – Code Footprint**

Subsection [A] 107.2.9 is hereby added to the International Building Code and shall read as follows:

**[A] 107.2.9 Code Footprint.** The construction documents submitted with an application for permit for certain occupancies as defined in 107.2.9.1 shall include a code footprint document as defined in K.A.R. 22-1-7. The same shall be submitted to the Office of the Kansas State Fire Marshall as required by K.A.R. 22-1-7.

**[A] 107.2.9.1 Occupancies requiring a code footprint.** A code footprint shall be created for all new construction, renovation, or change in occupancy for any of the following types of buildings:

1. Group A assembly occupancies with an occupant load greater than 2,000 persons;

2. Group E educational occupancies, including any day-care facility with an occupant load greater than 24 persons;

3. Group B business occupancies at any community college, area vocational school, vocation technical school, technical college, or any institution under the governance of the state board of regents;

4. Group A assembly occupancy mixed with a Group E educational occupancy or a Group I institutional occupancy;

5. Group I institutional occupancy, including any state or other governmental entity's detention facilities, and any occupancy physically attached to a Group I occupancy regardless of fire barrier separation;

6. Group R-1 or R-2 residential occupancy that is three or more stories in height, including basements, or more than 12,000 square feet in area, and any R-4 occupancy

**[A] 107.2.9.2 Information Required.** The following shall be required on all code footprints.

1. A graphic bar scale and north directional indicator;
2. A complete building floor plan, with a clear identification of new, remodeled, and existing portions;
3. Identification of all permanent partitions, taller than six (6) feet;
4. A label with plain text, keynotes, or legends for each room and space;
5. The occupant load of assembly rooms and total occupant load for each floor level;
6. Identification of openings and ratings of stair and shaft enclosures;
7. Identification of openings and ratings of corridors and openings;
8. Identification of occupancy and area separations;
9. Identification of all horizontal exit arrangements, exit passageways, and smoke compartments;
10. Identification of all required exterior exits and exit capacity;
11. The location of the central fire alarm control panel and any remote annunciator panels;
12. The location of each fire department supply connections;
13. The location of fire department access roads and fire hydrants;
14. The distances to property line and exposures;
15. Identification of any special hazards or conditions; and
16. The location of any anticipated future additions.

**[A] 107.2.9.2.1 Narrative information.** The following narrative information shall be required on each code footprint submitted:

1. The project construction purpose: new, addition, change in use, renovation, or other;

2. The reason for submittal: new construction, new licensure, certificate of occupancy or plan of correction for existing code deficiencies;

3. The code or codes used;

4. The street address, city, state, zip code, and county of the building;

5. The name, address, city, state, zip code, phone number, and fax number of the owner;

6. The date developed and any revision dates;

7. The name, address, city, state, zip code, phone number, and fax number of the designer;

8. The designer's seal (RA or PE)

9. The name of the responding fire service;

10. The name of the local building inspection department;

11. Each occupancy group and type;

12. The type of construction;

13. The structural code requirements, including the following:

(a) The total floor area of each occupancy, both actual and allowable;

(b) Height and area limitations, both actual and allowable; and

(c) Structural fire ratings, both actual and allowable;

14. Identification of active fire safety features, including the following:

(a) The type of automatic suppression systems and locations;

(b) The fire alarm signaling systems;

(c) Emergency lighting and power features; and

(d) The smoke control system;

15. Water supply requirements of the facility for fire suppression; and

16. Alternative methods of design or construction, or both.”

**SECTION FIFTEEN:** Section 15.02.180 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.180 Section [A] 109.2 Amended – Schedule of permit fees.**

Section [A] 109.2 of the International Building Code is hereby amended to read as follows:

**[A] 109.2 Schedule of permit fees. Permit fees.** On buildings, structures, electrical, gas, mechanical, plumbing, fire alarm and fire suppression systems or alterations requiring a permit, a fee for each permit shall be paid as required. Permit fees for all applications shall be established by a resolution of the Governing Body. Permit fees may be reviewed on an annual basis and revised as necessary by adoption of a new resolution. Copies of the current resolution establishing permit fees shall be on file in the City Clerk's office."

**SECTION SIXTEEN:** Section 15.02.193 is hereby added to the Olathe Municipal Code to read as follows:

**"15.02.193 Section [A] 109.6 Amended-Refunds**

Section [A] 109.6 of the International Building Code is hereby amended to read as follows:

**[A] 109.6 Refunds.** The building official may authorize refunds of permit fees paid under the following circumstances:

1. Any fee paid which was erroneously paid or collected; or
2. A permit fee paid when no work has commenced under a permit issued in accordance with this code, provided the request is received within 180 days after the issuance of the permit."

**SECTION SEVENTEEN:** Section 15.02.200 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.200 Section 111.3 Amended – Temporary Certificate of Occupancy.**

Section 111.3 of the International Building Code is hereby amended to read as follows:

**~~SECTION 111~~**

**~~CERTIFICATE OF OCCUPANCY~~**

~~[A] 111.1 Use and occupancy. No change in the character, use or occupancy classification of land or of a building shall be made, nor shall any new or old building or structure or portion thereof be so occupied or used until the Chief Building Official has issued a certificate of occupancy certifying that such building or use complies with all regulations of Title 15 of the Olathe Municipal Code, the Unified Development Ordinance and all other ordinances and regulations applicable thereto. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances.~~

~~Exception: Certificates of occupancy are not required for work exempt from permits under Section [A] 105.2.~~

~~[A] 111.1.1 Change in Use. Changes in the character or use of a building shall not be made except as specified in the International Existing Building Code.~~

~~[A] 111.2 Certificate issued. After the Building Official conducts the final inspection of the building, structure, and grounds and finds no violations of the provisions of this code and the Unified Development Ordinance, the Chief Building Official shall issue a Certificate of Occupancy which shall contain the following:~~

- ~~1. The building permit number.~~
- ~~2. The address of the structure.~~
- ~~3. The name and address of the owner.~~
- ~~4. A description of that portion of the structure for which the certificate is issued.~~
- ~~5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.~~
- ~~6. The name of the Building Official.~~
- ~~7. The edition of the code under which the permit was issued.~~
- ~~8. The use and occupancy, in accordance with the provisions of Chapter 3.~~
- ~~9. The type of construction as defined in Chapter 6.~~
- ~~10. The design occupant load.~~
- ~~11. If an automatic sprinkler system is provided, whether the sprinkler system is required.~~
- ~~12. Any special stipulations and conditions of the building permit.~~

**[A] 111.3 Temporary occupancy.** ~~A Temporary Certificate of Occupancy may be issued by the Building Official for the use of a portion or portions of a building or structure prior to the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. Such temporary certificate shall be issued only for a specified period of time and shall specifically state the item or items needed to be completed before a Certificate of Occupancy shall be issued. [The](#)~~

Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid. There is hereby established a fee for issuance of a temporary certificate of occupancy. The fee shall be adopted by the Governing Body of the City by resolution.

**[A] 111.3.1 Unlawful occupancy.** It shall be unlawful for any person, firm or corporation that has been issued a Temporary Certificate of Occupancy to occupy or to allow the occupancy of a building or structure beyond the time specified in the temporary certificate without completing the item or items needed to be completed and obtaining a Certificate of Occupancy.

**[A] 111.3.2 Extensions.** The building official is authorized to grant one or more extensions of time, for periods not more than 30 days each upon written request prior to the expiration of the temporary certificate of occupancy. There is hereby established a fee for renewal of a temporary certificate of occupancy. The fee shall be adopted by the Governing Body of the City by resolution.~~[A] 111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.~~

~~[A] 111.5 Record. A record of all Certificates of Occupancy shall be on file in the office of the Building Official and copies shall be furnished upon request to any person having a proprietary or tenancy interest in the land or building affected by such Certificate of Occupancy.~~

~~[A] 111.6 Posting. The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official."~~

**SECTION EIGHTEEN:** Section 15.02.201 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**"15.02.201 Subsection 111.5, and 111.6 Added – Record and posting of eCertificate of eOccupancy.**

Subsections 111.5 and 111.6 are hereby added to the International Building Code and shall read as follows:

**[A] 111.5 Record.** A record of all Certificates of Occupancy shall be on file in the office of the Building Official and copies shall be furnished upon request to

any person having a proprietary or tenancy interest in the land or building affected by such Certificate of Occupancy.

**[A] 111.6 Posting.** The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official.”

**SECTION NINETEEN:** Section 15.02.210 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.210 Section 113 Amended – Board of Appeals.**

Section 113 of the International Building Code is hereby amended to read as follows:

**[A] 113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code; there shall be and is hereby created a board of appeals; hereinafter known as the “Board of Code Review.” The Board of Code Review shall be empowered to carry out these and other such duties as defined in Section B101 of this Code.

**[A] 113.2 Limitation of authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provision of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

**[A] 113.3 Qualification and Procedures.** Refer to Appendix B of this Code for information pertaining to membership, qualifications and procedures of the Board of Code Review.

**SECTION 113**

**BOARD OF APPEALS**

~~[A] 113.1 Board of Code Review. A Board of Code Review shall be established and empowered to act as the Board of Appeals in order to determine suitability of alternate materials, methods of construction and to provide for reasonable interpretation of the code and to perform all other such duties as defined in Chapter 2.74 of the Olathe Municipal Code.~~

~~[A] 113.2 Procedures for Conduct of Hearing Appeals.~~

~~A. Hearing. The Board shall conduct all hearings.~~

~~B.—Record. A record of the entire proceedings shall be made by audio recording, or by any other means of permanent recording determined to be appropriate by the Board.~~

~~C.—Continuances. The Board may grant continuances for good cause shown.~~

~~D.—Oaths. In any proceedings under this chapter, the Board, or any Board member, has the power to administer oaths and affirmations to certify to official acts.~~

~~E.—Reasonable Dispatch. The Board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.~~

~~[A] 113.3 Form of Notice of Hearing. The notice to appellant shall be substantially in the following form, but may include other information:~~

~~You are hereby notified that a hearing will be held before the Board of Code Review at \_\_\_\_\_, on the day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.~~

~~[A] 113.4 Conduct of Hearing.~~

~~A.—Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.~~

~~B.—Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.~~

~~C.—Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.~~

~~D.—Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.~~



~~E.—Rights of Parties. Each party shall have these rights, among others:~~

~~1.—To call and examine witnesses on any matter relevant to the issues of the hearing;~~

~~2.—To introduce documentary and physical evidence;~~

~~3.—To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;~~

~~4.—To impeach any witness regardless of which party first called him/her to testify;~~

~~5.—To rebut the evidence against him/her;~~

~~6.—To represent himself/herself or to be represented by anyone of his/her choice who is lawfully permitted to do so.~~

~~F.—Official Notice.~~

~~1.—What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the Board or departments and ordinances of the City or rules and regulations of the Board.~~

~~2.—Parties to be notified. Parties at the hearing shall be informed of the matters to be noticed, and these matters shall be noted on the record, referred to therein, or appended thereto.~~

~~3.—Opportunity to refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the Board.~~

~~4.—Inspection of the premises. The Board may inspect any building or premises involved in the appeal during the course of the hearing, provided that~~

~~a.—notice of inspection shall be given to the parties before the inspection is made,~~

~~b.—the parties are given an opportunity to be present during the inspection, and~~

~~c.—the Board shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the Board or hearing examiner.~~

~~[A] 113.5 Method and Form of Decision.~~

~~A. Hearing Before the Board. When a contested case is heard before the Board, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.~~

~~B. Form of Decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by certified mail, postage prepaid, return receipt requested.~~

~~[A] 113.6 Effective Date of Decision. The effective date of the decision shall be as stated therein.~~

~~[A] 113.7 Filing Fee. Filing fees for all appeals to the Board of Appeals shall be established by resolution of the Governing Body."~~

**SECTION TWENTY:** Section 15.02.230 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.230 Section [A] 114.5 Added – Correcting damage to public facilities.**

Section [A] 114.5 is hereby added to the International Building Code and shall read as follows:

**[A] 114.5 Correcting ~~D~~amage to ~~P~~ublic ~~F~~acilities.**

**[A] 114.5.1 Responsible ~~P~~arty.** The person, firm or corporation in whose name a building permit is issued will be responsible for the repair of any damage to public facilities which occurs as a result of construction activities covered by such permit.

**[A] 114.5.2 Definitions.** For the purposes of this section, public facilities shall be defined to include but not be limited to sanitary sewer pipes and manholes, storm sewer pipes and inlets, waterlines, valves, fire hydrants, water meters, curbs, sidewalks and pavement, which facilities are located on the property in question or in easements immediately adjacent thereto.

**[A] 114.5.3 Notice of ~~C~~orrective ~~A~~ction.** Whenever such damage is discovered, the responsible permit holder shall be given written notice of what corrective action is necessary and what period of time is specified for completing the corrective action.

**[A] 114.5.4 When City to ~~P~~erform ~~W~~ork.** If the responsible party fails to complete the repair work within the specified time, the City may cause the

necessary work to be done and the permit holder shall reimburse the City for the costs incurred in completing said repair work.

**[A] 114.5.5 Refusal of ~~P~~ermits for ~~N~~oncompliance.** The City may refuse to issue permits to anyone who has been billed for the cost of making such repairs but has refused to pay such costs. The full amount due under this section shall constitute a debt to the City. An action for collection thereof may be commenced in the name of the City in any court having jurisdiction of the cause.

**[A] 114.5.6 Not ~~R~~esponsible for ~~P~~rior ~~D~~amage.** The permittee shall not be held responsible for damage which existed prior to the commencement of such construction activity. The permit applicant shall make a thorough inspection of the site prior to beginning construction and notify the building inspector of any such pre-existing damage of which he becomes aware.

**[A] 114.5.7 Appeal.** Any party aggrieved by a decision of the building inspector hereunder may appeal said decision to the Board of Code Review, and any pending enforcement action shall be suspended until final determination by said board."

**SECTION TWENTY-ONE:** Section 15.02.240 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.240 Subsection [A] 116.1.1 Added – Immediate Hazard Procedures Authorized.**

Subsection [A] 116.1.1 is hereby added to the International Building Code and shall read as follows:

**[A] 116.1.1 Immediate ~~H~~azard ~~P~~rocedures ~~A~~uthorized.** When, in the opinion of the Building Official, any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public, such officer may erect barricades or cause the property to be vacated, taken down, repaired, shored or otherwise made safe without delay and such action may, under such circumstances, be taken without prior notice to or hearings of the owners, agents, lienholders, and occupants. The cost of any such action shall be assessed against the property and paid in the manner provided by Section 116.6.3."

**SECTION TWENTY-TWO:** Section 15.02.260 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.260 Subsection 305.2.3 Amended – Care being provided in a dwelling unit in compliance with ~~K.S.A. § 65-508~~ State Regulations.**

Subsection 305.2.3 of the International Building Code is hereby amended to read as follows:

**305.2.3 Care being provided in a dwelling unit in compliance with ~~K.S.A. § 65-508~~ with State laws and licensing programs.** A facility such as the above within a dwelling unit that is providing custodial care in compliance with ~~K.S.A. § 65-508~~ State laws and licensing programs shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code for One and Two-Family Dwellings as adopted by the City in accordance with Chapter 15.04 of the Olathe Municipal Code.”

**SECTION TWENTY-THREE:** Section 15.02.270 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.270 Subsection ~~308.6.5~~ 5.4 Added-Amended. – Care being provided in a dwelling unit in compliance with ~~K.S.A. § 65-508~~ State regulations.**

Subsection ~~308.6.5~~ 5.4 ~~is hereby added to~~ of the International Building Code and shall read as follows:

**~~308.6.5~~ 5.4 Care being provided in a dwelling unit in compliance with ~~K.S.A. § 65-508~~ State laws and licensing programs.** A facility such as the above within a dwelling unit that is providing custodial care in compliance with ~~K.S.A. § 65-508~~ State laws and licensing programs shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code for One and Two-Family Dwellings as adopted by the City in accordance with Chapter 15.04 of the Olathe Municipal Code.”

**SECTION TWENTY-FOUR:** Section 15.02.280 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.280 Subsection ~~310.5.1~~ 4.3 Exception Added – Care facilities within a dwelling unit in compliance with State laws and licensing programs.**

Subsection ~~310.5.1~~ 4.3 ~~Exception~~ is hereby added to the International Building Code and shall read as follows:

**~~310.5.1~~ 4.3 Care facilities within a dwelling in compliance with State laws and licensing programs.** Care facilities in a single family dwelling in compliance with State laws and licensing programs are permitted to comply with the International Residential Code for One- and Two-Family Dwellings as adopted by the City in accordance with Chapter 15.04 of the Olathe Municipal Code. ~~Exception: Where custodial care is provided in compliance with K.S.A. § 65-508.~~

~~15.02.290 — Subsection [F] 901.6.4 Added — Qualifications of inspection, testing and maintenance personnel.~~

~~Subsection [F] 901.6.4 is hereby added to the International Building Code and shall read as follows:~~

~~[F] 901.6.4 Qualifications of inspection, testing and maintenance personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance are performed by an outside service company, the company shall be appropriately licensed in accordance with the Office of the Kansas State Fire Marshal."~~

**SECTION TWENTY-FIVE:** Section 15.02.281 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**"15.02.281 Section 423.5 Added – Storm Protection Area Required**

Section 423.5 is hereby added to the International Building Code and shall read as follows:

**423.5 Storm protection area required.** All Group R-1, R-2, R-3, R-4, I-1 and I-2 occupancies of any occupant load shall have a storm protection area constructed in accordance with ICC 500 or shall have a basement. Sub-surface areas located beneath concrete stoops with or without doors are considered equivalent to a basement. Such areas shall be provided with ventilation in accordance with applicable code requirements.

**Exception:** Storm shelters are not required for existing buildings or for repairs, alterations or additions for existing buildings when the area of work is less than 50% of the building area.

**423.5.1 Required occupant capacity.** The required occupant capacity of the storm protection area in all Group R and I occupancies shall be calculated as private dwellings per Table 403.3.1.1 of the International Mechanical Code as adopted and amended. Where approved by the building official, the required occupant capacity of the storm protection area shall be permitted to be reduced by the occupant capacity of any existing storm protection area on the site."

**SECTION TWENTY-SIX:** Section 15.02.294 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**"15.02.294 Subsection 903.2.9(6) Added – Group S-1 self-service storage automatic sprinkler system.**

Subsection 903.2.9(6) is hereby added to the International Building Code and shall read as follows:

**6. A Group S-1 self-service storage facility (mini-storage) exceeds 2,500 square feet (232m<sup>2</sup>).**

**SECTION TWENTY-SEVEN:** Section 15.02.295 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.295      Subsection [F] 903.3.1.2.1. Amended – Balconies and decks**

Subsection [F] 903.3.1.2.1 of the International Building Code is hereby amended to read as follows:

**[F] 903.3.1.2.1. Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units, regardless of construction type, provided that there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of 14 inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.”

**SECTION TWENTY-EIGHT:** Section 15.02.296 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.296      Subsection 903.3.1.2.3 Amended – Attics**

Subsection [F] 903.3.1.2.3 of the International Building Code is hereby amended to read as follows.

**[F] 903.3.1.2.3 Attics.** Attic protection shall be provided as follows:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.

2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.

3. Where located in a building of Type III, Type IV or Type V construction, regardless of height, attics shall comply with one of the following:

a) Provide automatic sprinkler system protection.

b) Construct the attic using noncombustible materials.

c) Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.

d) Fill the attic with noncombustible insulation.”

**SECTION TWENTY-NINE:** Section 15.02.297 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.297 Subsection [F] 903.3.1.2.4 Added – Attached garages**

Subsection [F] 903.3.1.2.4 is hereby added to the International Building Code and shall read as follows:

**[F] 903.3.1.2.4 Attached garages.** Fire sprinkler protection shall be provided in attached garages.”

**SECTION THIRTY:** Section 15.02.298 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.298 Subsection [F] 903.3.1.3.1 Added – Attached garages**

Subsection [F] 903.3.1.3.1 is hereby added to the International Building code and shall read as follows:

**903.3.1.3.1 Attached garages.** Fire sprinkler protection shall be provided in attached garages.”

**SECTION THIRTY-ONE:** Section 15.02.299 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.299 Subsection 903.3.5.3 Added – Main control valves**

Subsection [F] 903.3.5.3 is hereby added to the International Building code and shall read as follows:

**[F] 903.3.5.3 Main control valves.** Water supply lines for automatic sprinkler systems shall be provided with a control valve located on the riser. The valve shall be capable of isolating the underground fire service main from the automatic sprinkler system.

**[F] 903.3.5.3.1 Main control valve access.** The main control valve shall be accessible. To be considered accessible, a clear space three (3) feet wide by three (3) feet by seven (7) feet high shall be provided in front of the valve. Access to the clear space shall be provided by an unobstructed aisle not less than three (3) feet wide and seven (7) feet high. The valve shall be operable from the floor level.”

**SECTION THIRTY-TWO:** Section 15.02.300 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.300 Subsection [F] 903.4.1 Amended – Monitoring.**

Subsection [F] 903.4.1 of the International Building Code is hereby amended to read as follows:

**[F] 903.4.1 Monitoring.** Alarm, water flow, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved UL-listed central station as defined in NFPA 72, or, when



approved by the fire code official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system and shall be documented as a UL-certificated central station service system. In occupancies required to be equipped with a fire alarm system, the control and backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

**Exceptions:**

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.

2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. ~~In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~

3. Backflow prevention device valves located in an exterior, underground vault may be chained and locked in the open position in lieu of electronic tamper switches where approved by the fire code official."

**SECTION THIRTY-THREE:** Section 15.02.310 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.02.310 Subsection [F] 903.4.2 Amended – Alarms.**

Subsection [F] 903.4.2 of the International Building Code is hereby amended to read as follows:

**[F] 903.4.2 Alarms.** One exterior audible/visual device shall be connected to every automatic sprinkler system in an approved location. Such sprinkler water-flow devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section [F] 903.4.2.1.

**[F] 903.4.2.1** ~~Notification devices~~ Waterflow alarm notification. Where an automatic fire sprinkler system is installed in a building, and a fire alarm system is not otherwise required by this code, an occupant notification system shall be provided in accordance with 907.5. ~~audible and visible notification appliances shall be installed throughout the building as follows:~~

**Exceptions:**



~~1. Audible notification appliances shall be installed so as to be audible at 15 dB above average sound pressure level throughout the building.~~

~~2. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.~~

~~3~~ 1. Visible notification devices can be eliminated in normally unoccupied portions of buildings where permitted by the fire code official.

~~Exception:~~ 2. The requirements of this section do not apply to Group R-3 occupancies.”

**SECTION THIRTY-FOUR:** Section 15.02.311 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.311 Subsection [F] 903.4.3 Amended – Floor control valves.**

Subsection [F] 903.4.3 of the International Building Code is hereby amended to read as follows:

**[F] 903.4.3 Floor control valves.** Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor for buildings three (3) or more stories in height.”

**SECTION THIRTY-FIVE:** Section 15.02.320 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.320 Subsection [F] 907.6.5 ~~6~~ Amended – Monitoring.**

Subsection [F] 907.6.5 of the International Building Code is hereby amended to read as follows:

**[F] 907.6.5 ~~6~~ Monitoring.** Fire alarm systems required by this chapter or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72. An Underwriters Laboratories (UL) Fire Alarm certificate shall be issued by the UL listed fire alarm contractor for all newly installed fire alarm system or existing fire alarm systems included in any existing building involved in any construction project involving a building permit. Any fire alarm system involved in one (1) or more false alarms within the same calendar year shall be subject to a fee in accordance with Section 16.07.070 of the Olathe Municipal Code. Any fire alarm system involved in four (4) or more false alarms within the same calendar year will be required to meet the monitoring requirements of new fire alarm systems, including the issuance of a UL fire alarm certificate. The Fire Department shall maintain a listing of approved UL listed fire alarm contractors.

**Exception:** Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section [F] 907.2.~~44~~10.

2. Smoke detectors in Group I-3 occupancies.

3. Automatic sprinkler systems in one- and two-family dwellings.”

**SECTION THIRTY-SIX:** Section 15.02.350 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.350    ~~Subsection~~ Section [F] 912.3.~~4~~ ~~Added~~ Amended – Fire department connections hose threads.**

~~Subsection~~Section [F] 912.3.~~4~~ ~~is hereby added to~~ of the International Building Code is hereby amended and shall read as follows:

**[F] 912.~~3.4~~ Fire department connections Fire hose threads.** The fire department connection shall be a four-inch (4") Storz quick coupling connector.”

**SECTION THIRTY-SEVEN:** Section 15.02.355 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.355    Section [F] 912.4 Amended – Access.**

Section [F] 912.4 of the International Building Code is hereby amended to read as follows.

**[F] 912.4 Access – Immediate access to fire department connections, not less than three (3) feet in width, shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.**”

**SECTION THIRTY-EIGHT:** Section 15.02.370 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.370    ~~Section 4030~~ 1031 Added – Physical Security.**

Section ~~4030~~ 1031 is hereby added to the International Building Code and shall read as follows:

## **SECTION ~~4030~~1031**

### **PHYSICAL SECURITY**

**~~4030~~1031.1 Purpose.** The purpose of this section is to establish minimum standards that incorporate physical security to make dwelling units resistant to unlawful entry.

**~~4030~~1031.1.1 Scope.** The provisions of this section shall apply to all new residential structures and to alterations, additions and repairs to existing residential structures as stipulated in Chapter 34 and in the

International Existing Building Code as adopted by the City in accordance with Chapter 15.06 of the Olathe Municipal Code.

~~1030~~1031.2 **Doors.** Except for vehicular access doors, all exterior swinging doors of residential buildings and attached garages, including the doors leading from the garage area into the dwelling unit, shall comply with Sections 1030.2.1 through 1030.2.5 for the type of door installed.

~~1030~~1031.2.1 **Wood doors.** Where installed, exterior wood doors shall be of solid core construction such as high-density particleboard, solid wood, or wood block core with a minimum thickness of one and three-fourths inches ( $1\frac{3}{4}$ ") at any point. Doors with panel inserts shall be solid wood. The panels shall be a minimum of one (1) inch thick. The tapered portion of the panel that inserts into the groove of the door shall be a minimum of one-quarter inch ( $1/4$ ") thick. The groove shall be a dado groove or applied molding construction. The groove shall be a minimum of one-half inch ( $1/2$ ") in depth.

~~1030~~1031.2.2 **Steel doors.** Where installed, exterior steel doors shall be a minimum thickness of 24 gauge.

~~1030~~1031.2.3 **Fiberglass doors.** Fiberglass doors shall have a minimum skin thickness of one-sixteenth inch ( $1/16$ ") and have reinforcement material at the location of the deadbolt.

~~1030~~1031.2.4 **Double doors.** Where installed, the inactive leaf of an exterior double door shall be provided with flush bolts having an engagement of not less than one inch into the head and threshold of the doorframe.

~~1030~~1031.2.5 **Sliding doors.** Where installed, exterior sliding doors shall comply with all of the following requirements:

A. Sliding door assemblies shall be installed to prevent the removal of the panels and the glazing from the exterior with the installation of shims or screws in the upper track.

B. All sliding glass doors shall be equipped with a secondary locking device consisting of a metal pin or a surface mounted bolt assembly. Metal pins shall be installed at the intersection of the inner and outer panels of the inside door and shall not penetrate the frame's exterior surface. The surface mounted bolt assembly shall be installed at the base of the door.

~~1030~~1031.3 **Door frames.** The exterior door frames shall be installed prior to a rough-in inspection. Door frames shall comply with

Sections ~~1030~~1031.3.1 through ~~1030~~1031.3.3 for the type of assembly installed.

~~1030~~1031.3.1 **Wood frames.** Wood door frames shall comply with all of the following requirements:

A. All exterior door frames shall be set in frame openings constructed of double studding or equivalent construction, including garage doors, but excluding overhead doors. Door frames, including those with sidelights, shall be reinforced in accordance with ASTM F476-84 Grade 40.

B. In wood framing, horizontal blocking shall be placed between studs at the door lock height for three (3) stud spaces or equivalent bracing on each side of the door opening.

~~1030~~1031.3.2 **Steel frames.** All exterior door frames shall be constructed of 18 gauge or heavier steel, and reinforced at the hinges and strikes. All steel frames shall be anchored to the wall in accordance with manufacturer specifications. Supporting wall structures shall consist of double studding or framing of equivalent strength. Frames shall be installed to eliminate tolerances inside the rough opening.

~~1030~~1031.3.3 **Door jambs.** Door jambs shall be installed with solid backing in a manner so that no void exists between the strike side of the jamb and the frame opening for a vertical distance of twelve inches (12") each side of the strike. Filler material shall consist of a solid wood block. Door stops on wooden jambs for in-swinging doors shall be of one-piece construction. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

~~1030~~1031.4 **Door hardware.** Exterior door hardware shall comply with Sections 1030.4.1 through 1030.4.6.

~~1030~~1031.4.1 **Hinges.** Hinges for exterior door hardware shall comply with the following:

A. At least two (2) screws, three inches (3") in length, penetrating at least one inch (1") into wall structure shall be used. Solid wood fillers or shims shall be used to eliminate any space between the wall structure and door frame behind each hinge.

B. Hinges for out-swinging doors shall be equipped with mechanical interlock to preclude the removal of the door from the exterior.

~~1030~~1031.4.2 **Strike plates.** Exterior door strike plates shall be a minimum of eighteen (18) gauge metal with four (4) offset screw holes. Strike plates shall be attached to wood with not less than three-inch (3")

screws, which shall have a minimum of one inch (1") penetration into the nearest stud. Note: For side lighted units, refer to section R328.4.6.

**~~4030~~1031.4.3 Escutcheon plates.** All exterior doors shall have escutcheon plates or wraparound door channels installed around the lock protecting the door's edge.

**~~4030~~1031.4.4 Locks.** Exterior doors shall be provided with a locking device complying with one of the following: Single Cylinder Deadbolt shall have a minimum projection of one inch (1"). The deadbolt shall penetrate at least three-fourths inch (3/4") into the strike receiving the projected bolt. The cylinder shall have a twist-resistant, tapered hardened steel cylinder guard. The cylinder shall have a minimum of five (5) pin tumblers, shall be connected to the inner portion of the lock by solid metal connecting screws at least one-fourth inch (1/4") in diameter and two and one-fourth inches (2 1/4") in length. Bolt assembly (bolt housing) unit shall be of single piece construction. All deadbolts shall meet ANSI grade 2 specifications.

**~~4030~~1031.4.5 Entry vision and glazing.** All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. The view may be provided by a door viewer having a field of view of not less than one hundred eighty degrees (180°) through windows or through view ports.

**~~4030~~1031.4.6 Side lighted entry doors.** Side light door units shall have framing of double stud construction or equivalent construction complying with Sections ~~4030~~ 1031.3.1, ~~4030~~1031.3.2 and ~~4030~~1031.3.3. The doorframe that separates the door opening from the side light, whether on the latch side or the hinge side, shall be double stud construction or equivalent construction complying with Sections ~~4030~~1031.3.1 and ~~4030~~1031.3.2. Double stud construction or construction of equivalent strength shall exist between the glazing unit of the side light and wall structure of the dwelling.

**~~4030~~1031.5 Street numbers.** Street numbers shall comply with Section 501.2.

**~~4030~~1031.6 Exterior lighting.** Exterior lighting shall comply with the Section 210-70 of the National Electric Code as adopted by the City in accordance with Chapter 15.14 of the Olathe Municipal Code.

**~~4030~~1031.7 Alternate material and methods of construction.** The provisions of this section are not intended to prevent the use of any material or method of construction not specifically prescribed by this section, provided any such alternate has been approved by the enforcing authority, nor is it the intention of this section to exclude any sound method of

structural design or analysis not specifically provided for in the section. The materials, methods of construction, and structural design limitations provided for in this section shall be used, unless the enforcing authority grants an exception. The enforcing authority is authorized to approve any such alternate provided they find the proposed design, materials, and methods of work to be at least equivalent to those prescribed in the section in quality, strength, effectiveness, burglary resistance, durability, and safety.”

**SECTION THIRTY-NINE:** Section 15.02.390 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.390 Section ~~4203.4~~1202.1 Amended – General.**

Section ~~4203.4~~1202.1 of the International Building Code is hereby amended to read as follows:

**~~4203.4~~1202.1 General.** Buildings shall be provided with natural ventilation in accordance with Section ~~4203.4~~1202.5, or mechanical ventilation in accordance with the International Mechanical Code. Where the air infiltration rate in a dwelling unit is less than 3 air changes per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the International Energy Conservation Code - Residential Provisions, the dwelling unit shall be ventilated by mechanical means in accordance with Section 403 of the International Mechanical Code. Ambulatory care facilities and Group 1-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.

**SECTION FORTY:** Section 15.02.391 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**15.02.391 Section 1612.3 Amended – Establishment of flood hazard areas**

Section 1612.3 of the International Building code is hereby amended to read as follows:

**1612.3 Establishment of flood hazard areas.** To establish flood hazard area, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The Flood Insurance Study for Johnson county Kansas and incorporated Areas” dated August 3, 2009, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions

thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

**SECTION FORTY-ONE:** Section 15.02.395 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.02.395 Section ~~3009~~3001.6 Added – Certificate of Inspection.**

Section 3001.6 of the International Building Code is hereby added and shall read as follows.

**3001.6 Certificate of Inspection.** Each elevator, escalator, and dumbwaiter shall be tested by a certified elevator inspector/tester at the time of installation, repair, or remodel prior to placing the equipment in service. The test report shall be submitted to the Building Official prior to issuance of the Certificate of Occupancy for the building or area of work.

~~Section 3009 is hereby added to the International Building Code and shall read as follows:~~

~~3009.1 Certificate of Inspection. Prior to operation of each elevator, escalator, and dumbwaiter, a Certificate of Inspection shall be issued by the Building Official after receiving the required test report and elevator certification fee. The Certificate of Inspection shall be on display within the elevator or attached to the escalator or dumbwaiter or be available for public inspection in the office of the building operator. The effective date of this Section is January 1, 2017.~~

~~3009.1.1 Testing. Each elevator, escalator, and dumbwaiter shall be tested by a certified elevator tester at the time of installation, repair, or remodel, and said tester shall submit the test report and elevator certification fee to the Building Official to obtain a Certificate of Inspection.~~

~~.1.2 Elevator Certification Fee. There is hereby established a fee for issuance of a Certificate of Inspection for an elevator, escalator, or dumbwaiter that has been inspected and tested by a certified elevator tester on behalf of the City pursuant to this Section. The testing fee shall be adopted by the Governing Body of the City by resolution.”~~

**SECTION FORTY-TWO:** Section 15.02.401 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.401 Section B101 Amended – Board of Code Review.**

Section B101 of the International Building Code is hereby amended as follows.

**B101.1 Duties and Responsibilities.** The Board of Code Review shall have the following function, duties and responsibilities:



1. To review, evaluate and make recommendations to the Governing Body of the City of Olathe on the adoption or amendment of building, residential, plumbing, mechanical, fuel gas, electrical, energy conservation, property maintenance, fire and other adopted codes as outlined in Municipal Code Chapters 15 and 16
2. To receive, evaluate and determine the suitability of materials and methods of construction alternate to those established by the building, residential, plumbing, mechanical, fuel gas, electrical, energy conservation, property maintenance, fire and other adopted codes as outlined in Municipal Code Chapters 15 and 16.
3. To review and provide interpretations of the provisions of the building, residential, plumbing, mechanical, fuel gas, electrical, energy conservation, property maintenance, fire and other adopted codes as outlined in Municipal Code Chapters 15 and 16.
4. To receive requests and render a decision to mitigate specific provisions of the various codes which create practical difficulties in their enforcement.
5. To advise the Governing Body of the City of Olathe on other such matters as may be requested by the Governing Body.

**B101.2 Membership of Board.** The members of the Board of Code Review shall be appointed by the Mayor with the consent and approval of the remainder of the Governing Body as follows:

1. Two for 4 years; three for 3 years; two for 2 years.
2. Thereafter, each new member shall serve for 4 years or until a successor has been appointed.
3. The expiration date of the terms for members shall be September 1<sup>st</sup> of the appropriate year for each member. Vacancies, occurring before the expiration of a term shall be filled in the manner of the original appointment for the remainder of the unexpired term.

**B101.2.1 Ex-officio members.** The Chief Building Official, Chief Planning and Development Officer, and City Engineer shall serve as ex-officio, nonvoting members. Ex-officio members shall serve as long as they remain employees of the city in the appropriate position.

**B101.2.2 Qualifications.** The Board shall consist of seven (7) members. One member shall be a master electrician; one member shall be a master plumber; one member shall be a master mechanical installer; one member shall be a professional licensed engineer and/or architect; one member shall be a builder and/or contractor, and two members shall be persons who by training and experience are qualified to pass on matters pertaining to building construction.



**B101.2.3 Rules and procedures.** The Board may make and establish such reasonable by-laws, rules and regulations, as may be necessary for their own governance for the full and complete execution of their duties and responsibilities; provided such rules and regulations do not conflict with procedures established by other chapters of this code or other codes adopted by reference by city ordinance. The board may form itself into sub-committees composed of no less than three members for the purpose of reviewing and rendering decisions pursuant to the duties and responsibilities described in B101.1.

**B101.2.4 Chairperson.** The members of the Board shall, by majority vote, elect from among the appointed members a chairperson or vice-chairperson.

**B101.2.5 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest. The mayor, with the consent of the remainder of the Governing Body, may remove any member appointed by the mayor for a good and sufficient cause.

**B101.2.6 Secretary.** The ex-officio member whose responsibility includes enforcement of the code being questioned shall act as secretary to record the proceedings of the meeting and decisions rendered.

**B101.2.7 Compensation.** The members of the Board of Code Review shall serve without compensation.

**B101.3 Application.** Applications for appeal shall be obtained from the building official. Applications shall be filed within 20 days after notice has been served.

**B101.3.1 Filing Fee.** Filing fees for all appeals to the Board of Code Review shall be established by resolution of the Governing Body.

**B101.4 Notice of Meeting.** The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic meetings.

**B101.4.1 Form of Notice of Hearing.** The notice to appellant shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board of Code Review at \_\_\_\_\_, on the day of \_\_\_\_\_, 20\_\_\_\_; at the hour of \_\_\_\_\_, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will

be given full opportunity to cross-examine all witnesses testifying against you.

**B101.5 Procedures.** The Board shall conduct all hearing and shall utilize the general procedures described herein. The procedures shall not require compliance with strict rules of evidence and witnesses but shall mandate that only relevant information be received. General or special meetings may be held at such time as the chairperson may direct. A majority of the members of the board shall constitute a quorum for the transaction of business.

**B101.5.1 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the building official and any person whose interests are affected shall be given an opportunity to be heard.

**B101.5.2 Record.** A record of the entire proceedings shall be made by audio recording, or by any other means of permanent recording determined to be appropriate by the Board.

**B101.5.3 Continuances.** The Board may grant continuances for good cause shown. When five members are not present to hear an appeal, either the applicant of the appellant's representative shall have the right to request a postponement of the hearing.

**B101.5.4 Oaths.** In any proceedings under this chapter, the Board, or any Board member, has the power to administer oaths and affirmations to certify to official acts.

**B101.5.5 Reasonable Dispatch.** The Board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

**B101.5.6 Evidence.**

1. Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.
2. Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

3. Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

**B101.5.7 Rights of Parties.** Each party shall have these rights, among others;

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him/her to testify;
5. To rebut the evidence against him/her;
6. To represent himself/herself or to be represented by anyone of his/her choice who is lawfully permitted to do so.

**B101.5.8 Official Notice.**

**B101.5.8.1 What may be noticed.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the Board or departments and ordinances of the City or rules and regulations of the Board.

**B101.5.8.2 Parties to be notified.** Parties at the hearing shall be informed of the matters to be noticed, and these matters shall be noted on the record, referred to therein, or appended thereto.

**B101.5.8.3 Opportunity to refute.** Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the Board.

**B101.5.8.4 Inspection of the premises.** The Board may inspect any building or premises involved in the appeal during the course of the hearing, provided that

1. Notice of inspection shall be given to the parties before the inspection is made,
2. The parties are given an opportunity to be present during the inspection, and
3. The Board shall state for the record upon completion of the inspection the material facts observed, and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the Board or hearing examiner.

**B101.6 Method and Form of Decision.** The board shall modify or reverse the decision of the building official by a concurring vote of two-thirds of its members.

**B101.6.1 Hearing Before the Board.** When a contested case is heard before the Board, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.

**B101.6.2 Form of Decision.** The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant and to the building official personally or sent to them by certified mail, postage prepaid, return receipt requested.

**B101.6.3 Effective Date of Decision.** The effective date of the decision shall be as stated therein.

**B101.6.4 – Administration.** The building official shall take immediate action in accordance with the decision of the board.”

**SECTION FORTY-THREE:** Existing Sections 15.02.020, 15.02.030, 15.02.050, 15.02.060, 15.02.070, 15.02.080, 15.02.090, 15.02.100, 15.02.130, 15.02.140, 15.02.160, 15.02.170, 15.02.180, 15.02.200, 15.02.210, 15.02.230, 15.02.240, 15.02.260, 15.02.270, 15.02.280, 15.02.290, 15.02.300, 15.02.310, 15.02.320, 15.02.330, 15.02.340, 15.02.350, 15.02.360, 15.02.370, 15.02.380, 15.02.390, 15.02.395, 15.02.400, Chapter 2.74, Sections 2.74.010 through 2.74.050, inclusive, and Chapter 15.24, Sections 15.24.010 through 15.24.060, inclusive, are hereby repealed.

**SECTION FORTY-FOUR:** 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:

\_\_\_\_\_  
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.

## ORDINANCE NO. 19-XX

AN ORDINANCE PERTAINING TO THE OLATHE RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS; ADDING CERTAIN SECTIONS; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.04.010, 15.04.020, 15.04.040, 15.04.050, 15.04.070, 15.04.080, 15.04.100, 15.04.130, 15.04.160, 15.04.170, 15.04.180, 15.04.190, 15.04.220, 15.04.230, 15.04.260, 15.04.270, 15.04.290, 15.04.330, 15.04.360, 15.04.390, 15.04.410, 15.04.420, 15.04.430, 15.04.470, 15.04.480, 15.04.490, 15.04.500 AND 15.04.530, AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING 15.04.060, 15.04.090, 15.04.110, 15.04.120, 15.04.140, 15.04.150, 15.04.200, 15.04.210, 15.04.240, 15.04.250, 15.04.300, 15.04.320, 15.04.340, 15.04.350, 15.04.370, 15.04.380, 15.04.400, 15.04.460, 15.04.510, AND 15.04.520.

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

**SECTION ONE:** Section 15.04.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.010 Code Adopted.**

The ~~2012~~ 2018 International Residential Code for One- and Two-Family Dwellings, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.04.030 through and including 15.04.560.”

**SECTION TWO:** Section 15.04.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.04.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-42~~ 19-XX” with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.04.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.040    ~~Section R101.2 Exception 3 Added – Scope~~ Section R101.1 Amended – Title.**

Section R101.2 1 of the ~~Exception 3 is hereby added to the~~ International Residential Code for One- and Two-Family Dwellings ~~and shall read~~ is hereby amended to read follows:

~~R101.2 Scope.~~

~~Exceptions:~~

~~3. Swimming pools, hot tubs, and spas shall be constructed in accordance with the International Swimming Pool and Spa Code as adopted by the City in accordance with Chapter 15.20 of the Olathe Municipal Code.~~

**R101.1 Title.** The 2018 International Residential Code for One- and Two-Family Dwellings and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.04 shall be known as the Residential Building Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Residential Building Code.”

**SECTION FOUR:** Section 15.04.045 is hereby added to the Olathe Municipal Code to read as follows:

**“15.04.045    Subsection R101.2.1 Added – Care Facilities in a Dwelling.**

Subsection R101.2.1 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R101.2.1 Care facilities in a dwelling.** The provisions of this code shall apply to the use and occupancy of care facilities in a dwelling, not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, that are an accessory use of the dwelling unit in compliance with all of the following:

1. Care facility operations are in compliance with applicable state laws and licensing programs.
2. Approved fire extinguishers are provided.
3. Approved flashlights are provided.

4. Approved secondary means of egress doors, including landings and stairs from any story used for care.

5. The smoke alarm and carbon monoxide alarms comply with requirements for new construction.

6. The dwelling unit principal residents are the primary care providers.”

**SECTION FIVE:** Section 15.04.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.050 Section R101.4 Added – Administration.**

Section R101.4 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R101.4 Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION SIX:** Section 15.04.070 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.070 Section R102.5 Amended – Appendices.**

Section R102.5 of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**R102.5 Appendices.** Provisions in the appendices shall not apply unless specifically referenced in the adopting ordinance.

**R102.5.1 Appendices adopted.** The following appendices are adopted as part of this code:

Appendix E – Manufactured Housing Used as Dwellings

[Appendix G – Piping Standards for Various Applications](#)

Appendix H – Patio Covers

~~Appendix J – Existing Buildings and Structures~~

Appendix K – Sound Transmission

Appendix O – Automatic Vehicular Gates”

**SECTION SEVEN:** Section 15.04.080 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.080 Sections R103 through R114 Deleted – Chapter 1 Part 2 – Administration and Enforcement.**



Sections R103 through R114 of the International Residential Code for One- and Two-Family Dwellings are hereby deleted.

**SECTION EIGHT:** Section 15.04.100 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.100 Table R301.2(1) Amended – Climatic and Geographic Design Criteria.**

Table R301.2(1) of the International Residential Code for One- and Two-Family Dwellings is hereby deleted and a new table amended R301.2(1) is added to read as follows:

**TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.**

| Ground Snow Load | Wind Design              |                                  | Seismic Design Category <sup>f</sup> | Subject to Damage From  |                               |                      | Winter Design Temp <sup>e</sup> | Ice—Barrier Underlayment Required <sup>h</sup> | Flood Hazard <sup>g</sup> | Air Freezing Index <sup>i</sup> | Mean Annual Temp <sup>j</sup> |
|------------------|--------------------------|----------------------------------|--------------------------------------|-------------------------|-------------------------------|----------------------|---------------------------------|--|---------------------------|---------------------------------|-------------------------------|
|                  | Speed <sup>d</sup> (mph) | Topographic effects <sup>k</sup> |                                      | Weathering <sup>a</sup> | Frost line depth <sup>b</sup> | Termite <sup>c</sup> |                                 |  |                           |                                 |                               |
| 20               | 90                       | No                               | A                                    | Severe                  | 36"                           | Moderate to Heavy    | 6° F                            | No   | 8/3/2009                  | 1,000                           | 54.7° F                       |

| WIND DESIGN                              |   |  |   | SEISMIC DESIGN CATEGORY <sup>f</sup> | SUBJECT TO DAMAGE FROM         |                                     |                            |
|--|---|--|---|--------------------------------------|--------------------------------|-------------------------------------|----------------------------|
| <u>SPEED<sup>d</sup></u><br><u>(mph)</u> | <u>TOPO-GRAPHIC EFFECTS<sup>k</sup></u> | <u>SPECIAL WIND REGION<sup>l</sup></u> | <u>WIND-BORNE DEBRIS ZONE<sup>m</sup></u> |                                      | <u>WEATHER-ING<sup>a</sup></u> | <u>FROST LINE DEPTH<sup>b</sup></u> | <u>TERMITE<sup>c</sup></u> |
| <u>115</u>                               | <u>NO</u>                               | <u>NO</u>                              | <u>NO</u>                                 | <u>A</u>                             | <u>SEVERE</u>                  | <u>36-INCHES</u>                    | <u>YES</u>                 |

**TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA – CONTINUED.**

| <u>WINTER DESIGN TEMP<sup>e</sup></u> | <u>ICE BARRIER UNDERLAYMENT REQUIRED<sup>h</sup></u> | <u>FLOOD HAZARDS<sup>g</sup></u> | <u>AIR FREEZING INDEX<sup>i</sup></u> | <u>MEAN ANNUAL TEMP<sup>j</sup></u> |
|---------------------------------------|--|----------------------------------|---------------------------------------|-------------------------------------|
| <u>6° F</u>                           | <u>YES</u>   | <u>8/3/2009</u>                  | <u>1000</u>                           | <u>54.8° F.</u>                     |

~~For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.~~

- a. ~~Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., “negligible,” “moderate” or “severe”) for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.~~

a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, “negligible,” “moderate” or “severe” for concrete as determined from Figure R301.2(4). The grade of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.

b. ~~The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.~~ Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)(5)A]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. The outdoor design dry-bulb temperature shall be selected from the columns of 97 ½-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local weather climates or local weather experience as determined by the Building Official. [Also see Figure R301.2(1).]

f. The jurisdiction shall fill in this part of the table with the Seismic Design Category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date

of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFM, or other flood hazard map adopted by the authority having jurisdiction, as ~~may be~~ amended.

h. In accordance with Sections R905.~~2.7.1~~1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32° ~~Fahrenheit~~). at ~~www.ncdc.noaa.gov/fpsf.html~~."

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32° Fahrenheit)" ~~at~~ www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise the jurisdiction shall indicate "NO" in this part of the table.

l. In accordance with Figure R301.2(5)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the windborne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

n. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2(6)."

**SECTION NINE:** Section 15.04.130 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.04.130 Section R302.3 Amended – Two-family dwellings.**

Section R302.3, [Exceptions 1 and 2, and Section R302.3.1](#) - of the International Residential Code for One- and Two-Family Dwellings ~~is~~[are](#) hereby ~~deleted and a new section R302.3 is added to~~ ~~amended to~~ read as follows:

**R302.3 Two-family dwellings.** Dwelling units in two-family dwellings shall be separated in accordance with the requirements of townhouses as set forth in [section R302.2 of](#) this code.”

**SECTION TEN:** Section 15.04.160 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.160 Section R303.4 Amended – Mechanical ventilation.**

Section R303.4 of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**303.4 Mechanical ventilation.** Where the air infiltration rate of a dwelling unit is less than 3 air changes per hour when tested with a blower door at a pressure of 0.2 inch w.c. (50 Pa) in accordance with Section N1102.4.1.2, the dwelling unit shall be provided with whole-house mechanical ventilation in accordance with Section ~~M1507.3-~~[1505.4.](#)”

**SECTION ELEVEN:** Section 15.04.170 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.170 Section R306.5 Added – New single-family dwelling toilet facilities.**

Section R306.5 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R306.5 New single-family dwelling toilet facilities.** Toilet facilities shall be provided within 500 feet (measured from the property line adjacent to the street for platted subdivisions along the public right-of-way) for all new single-family dwellings starting from the time of the first footing inspection until facilities are available in the dwelling. If the facilities are not located on the job site, the location of the required facilities shall be posted on the job site or other certification provided to the ~~Building-Official~~ [building official](#) to verify the availability of toilet facilities. The facilities on the site shall be removed prior to issuance of a Temporary Certificate of Occupancy.”

**SECTION TWELVE:** Section 15.04.179 is hereby added to the Olathe Municipal Code to read as follows:

**“15.04.179 Section R309.6 Added – Residential Driveways.**

Section R309.6 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R309.6 Residential driveways.** Residential concrete and asphalt driveway slabs shall be a minimum of four inches nominal thickness. The driveway shall have a constant slope so as to avoid ponding of water. The slope shall be away from the house or building or drain by means approved by the building official."

**SECTION THIRTEEN:** Section 15.04.180 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.04.180 Section R310.4 6 Amended. – ~~Emergency escape and rescue required~~ Alterations or repairs of existing basements.**

Section R310.46 of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

~~R310.1 Emergency escape and rescue required. Basements and every sleeping room shall have at least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1,118 mm) measured from the finished floor to the bottom of the clear opening. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.~~

~~Exceptions:~~

~~1. Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m<sup>2</sup>).~~

~~2. R310.6 Alterations or repairs of existing basements.~~

Dwellings for which the building permit for the initial construction of that dwelling was issued prior to September 15, 2001, are exempt from ~~the above requirement~~ the emergency escape and rescue opening requirements for subsequent basement remodels; provided, however, that exemption shall only apply if the basement has not been expanded subsequent to September 15, 2001, or that basement does not at any time contain any sleeping areas. ~~;~~ 6C Conversion of any habitable area to a

sleeping area at any time will trigger the emergency escape and rescue requirements ~~set forth above~~ in R310.1. All currently existing openings that provide for emergency escape and rescue, regardless of whether or not they comply with ~~the above escape and rescue requirements,~~ R310.1, cannot be removed or altered without bringing the basement into full compliance with the minimum requirements of this section, regardless of when building permits for the dwelling were issued.

~~R310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 square meters).~~

~~Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 square meters).~~

~~R310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).~~

~~R310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).~~

~~R310.1.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge."~~

**SECTION FOURTEEN:** Section 15.04.190 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.04.190 Section R313 Amended – Automatic Fire Sprinkler Systems.**

Section R313 of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**SECTION R313**

**AUTOMATIC FIRE SPRINKLER SYSTEMS**

**R313.1 Townhouse automatic fire sprinkler systems.** An automatic residential fire sprinkler system shall be installed in new townhouses containing three or more connected dwellings.

**Exception:** An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

**R313.1.1 Design and installation.** Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section P2904 or NFPA 13D.

**R313.2 One- and two-family dwellings automatic fire sprinkler systems.** Automatic residential fire sprinkler systems are not required in one- and two-family dwellings; however, systems may be provided on a voluntary basis.

**R313.2.1 Design and installation.** Where provided, automatic residential fire sprinkler systems for one- and two-family dwellings shall be designed and installed in accordance with Section P2904 or NFPA 13D.

~~R303.1 Townhouse automatic fire sprinkler systems. If an automatic sprinkler system is installed in townhouses, then the automatic residential fire sprinkler system shall be designed and installed in accordance with Section P2904 or NFPA 13R.~~

~~R313.2 One- and two-family dwellings automatic fire sprinkler systems. If an automatic residential fire sprinkler system is installed in a one- and two-family dwelling, then the automatic residential fire sprinkler system shall be designed and installed in accordance with Section P2904 or NFPA 13D."~~

**SECTION FIFTEEN:** Section 15.04.195 is hereby added to the Olathe Municipal Code to read as follows:

**"15.04.195 Section R314.3 – Amended – Smoke Alarm Location.**

Section R314.3 of the International Residential Code for One- and Two-Family Dwellings is hereby amended and shall read as follows:

**R314.2 Location.** Smoke alarms shall be installed in the following locations and in accordance with Chapter 29 of NFPA 72:

1. In each sleeping room.
2. Outside of each separate sleeping area in the immediate vicinity of the bedrooms within 21 ft of any door to a sleeping room, with the distance measured along a path of travel.
3. On each additional story of the dwelling, including basements and habitable attics and not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. Smoke alarms shall be installed not less than 3 feet horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by this section.



5. Smoke alarms shall be installed not less than 3 feet horizontally from a supply register of a forced air heating or cooling system, or from the tip of the blade of a ceiling fan unless this would prevent placement of a smoke alarm required by this section.

6. Ceiling mounted smoke alarms shall be installed not less than 4-inches horizontally from a wall or other vertical obstruction. Wall mounted smoke alarms shall be installed not less than 4-inches, and not more than 12-inches from the ceiling.

7. Smoke alarms shall be installed in locations where they are accessible for testing and maintenance without special equipment.”

**SECTION SIXTEEN:** Section 15.04.220 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.220 Section R319.42, R319.3, and R319.4 AddedAmended – Address numbers illuminated, posted during construction and supplemental address identification for townhomes.**

Sections R319.42, R319.3, and R319.4 are hereby added to~~of~~ the International Residential Code for One- and Two-Family Dwellings ~~is hereby amended to~~and shall read as follows:

~~R319.1 Address numbers. Buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Where access is by means of a private road and the building address cannot be viewed from the public right-of-way, a monument, pole or other sign or means shall be used to identify the structure.~~

**R319.2 Illumination.** All buildings shall have the ability to illuminate the address numbers during the hours of darkness from a power source connected to the house electrical system or other approved source of illumination.

**R319.3 Numbers displayed during construction.** Prior to beginning construction of any building for which a number is required, address numbers shall be posted in a conspicuous place on the front of the lot and shall be maintained throughout construction until the permanent address numbers are installed.

**R319.4 Townhome supplemental address identification.** In addition to the requirements in Sections R319.1 through R319.3,



townhomes with exterior electrical meter banks and/or disconnect switches shall have supplemental address number identification at the electrical equipment to identify the address served by the equipment. Identification shall be permanently installed in an approved manner. Characters shall contrast with their background and shall have be a minimum of 1-inch in height.”

**SECTION SEVENTEEN:** Section 15.04.229 is hereby added to the Olathe Municipal Code to read as follows:

**“15.02.229 Section 323.2 Added – Storm Protection Area Required.**

Section 323.2 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**323.2 Storm protection area required.** All residential occupancies of any occupant load shall have a storm protection area constructed in accordance with ICC 500 or shall have a basement. Sub-surface areas located beneath concrete stoops with or without doors are considered equivalent to a basement. Such areas shall be provided with ventilation in accordance with applicable code requirements.

**Exception:** Storm shelters are not required for existing buildings or for repairs, alterations or additions for existing buildings when the area of work is less than 50% of the building area.

**323.2.1 Required occupant capacity.** The required occupant capacity of the storm protection area in all residential occupancies shall be calculated as private dwellings per Table 403.3.1.1 of the International Mechanical Code as adopted and amended. Where approved by the building official, the required occupant capacity of the storm protection area shall be permitted to be reduced by the occupant capacity of any existing storm protection area on the site.”

**SECTION EIGHTEEN:** Section 15.04.230 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.230 Section ~~R324~~R328 Added – Physical Security.**

Section ~~R324~~R328 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**SECTION ~~R324~~R328**

**PHYSICAL SECURITY**

**~~R324~~R328.1 Purpose.** The purpose of this section is to establish minimum standards that incorporate physical security to make dwelling units resistant to unlawful entry.

**R324R328.1.1 Scope.** The provisions of this section shall apply to all new residential structures and to alterations, additions and repairs to existing residential structures as stipulated in Appendix J.

**R324R328.2 Doors.** Except for vehicular access doors, all exterior swinging doors of residential buildings and attached garages, including the doors leading from the garage area into the dwelling unit, shall comply with Sections R324R328.2.1 through R324R328.2.5 for the type of door installed.

**R324R328.2.1 Wood doors.** Where installed, exterior wood doors shall be of solid core construction such as high-density particleboard, solid wood, or wood block core with a minimum thickness of one and three-fourths inches (1 ¾") at any point. Doors with panel inserts shall be solid wood. The panels shall be a minimum of one (1) inch thick. The tapered portion of the panel that inserts into the groove of the door shall be a minimum of one-quarter inch (1/4") thick. The groove shall be a dado groove or applied molding construction. The groove shall be a minimum of one-half inch (1/2") in depth.

**R324R328.2.2 Steel doors.** Where installed, exterior steel doors shall be a minimum thickness of 24 gauge.

**R324R328.2.3 Fiberglass doors.** Fiberglass doors shall have a minimum skin thickness of one-sixteenth inch (1/16") and have reinforcement material at the location of the deadbolt.

**R324R328.2.4 Double doors.** Where installed, the inactive leaf of an exterior double door shall be provided with flush bolts having an engagement of not less than one inch into the head and threshold of the doorframe.

**R324R328.2.5 Sliding doors.** Where installed, exterior sliding doors shall comply with all of the following requirements:

1. Sliding door assemblies shall be installed to prevent the removal of the panels and the glazing from the exterior with the installation of shims or screws in the upper track.
2. All sliding glass doors shall be equipped with a secondary locking device consisting of a metal pin or a surface mounted bolt assembly. Metal pins shall be installed at the intersection of the inner and outer panels of the inside door and shall not penetrate the frame's exterior surface. The surface mounted bolt assembly shall be installed at the base of the door.

**~~R324~~R328.3 Door frames.** The exterior door frames shall be installed prior to a rough-in inspection. Door frames shall comply with Sections ~~R324~~R328.3.1 through ~~R324~~R328.3.3 for the type of assembly installed.

**~~R324~~R328.3.1 Wood frames.** Wood door frames shall comply with all of the following requirements:

1. All exterior door frames shall be set in frame openings constructed of double studding or equivalent construction, including garage doors, but excluding overhead doors. Door frames, including those with sidelights, shall be reinforced in accordance with ASTM F476-84 Grade 40.

2. In wood framing, horizontal blocking shall be placed between studs at the door lock height for three (3) stud spaces or equivalent bracing on each side of the door opening.

**~~R324~~R328.3.2 Steel frames.** All exterior door frames shall be constructed of 18 gauge or heavier steel and reinforced at the hinges and strikes. All steel frames shall be anchored to the wall in accordance with manufacturer specifications. Supporting wall structures shall consist of double studding or framing of equivalent strength. Frames shall be installed to eliminate tolerances inside the rough opening.

**~~R324~~R328.3.3 Door jambs.** Door jambs shall be installed with solid backing in a manner so that no void exists between the strike side of the jamb and the frame opening for a vertical distance of twelve inches (12") each side of the strike. Filler material shall consist of a solid wood block. Door stops on wooden jambs for in-swinging doors shall be of one-piece construction. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

**~~R324~~R328.4 Door hardware.** Exterior door hardware shall comply with Sections ~~R324~~R328.4.1 through ~~R324~~R328.4.6.

**~~R324~~R328.4.1 Hinges.** Hinges for exterior door hardware shall comply with the following:

1. At least two (2) screws, three inches (3") in length, penetrating at least one inch (1") into wall structure shall be used. Solid wood fillers or shims shall be used to eliminate any space between the wall structure and door frame behind each hinge.

2. Hinges for out-swinging doors shall be equipped with mechanical interlock to preclude the removal of the door from the exterior.

**R324R328.4.2 Strike plates.** Exterior door strike plates shall be a minimum of eighteen (18) gauge metal with four (4) offset screw holes. Strike plates shall be attached to wood with not less than three inch (3") screws, which shall have a minimum of one inch (1") penetration into the nearest stud. Note: For side lighted units, refer to Section R328.4.6.

**R324R328.4.3 Escutcheon plates.** All exterior doors shall have escutcheon plates or wraparound door channels installed around the lock protecting the door's edge.

**R324R328.4.4 Locks.** Exterior doors shall be provided with a locking device complying with one of the following:

Single Cylinder Deadbolt shall have a minimum projection of one inch (1"). The deadbolt shall penetrate at least three-fourths inch (3/4") into the strike receiving the projected bolt. The cylinder shall have a twist-resistant, tapered hardened steel cylinder guard. The cylinder shall have a minimum of five (5) pin tumblers, shall be connected to the inner portion of the lock by solid metal connecting screws at least one-fourth inch (1/4") in diameter and two and one-fourth inches (2 1/4") in length. Bolt assembly (bolt housing) unit shall be of single piece construction. All deadbolts shall meet ANSI grade 2 specifications.

**R324R328.4.5 Entry vision and glazing.** All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. The view may be provided by a door viewer having a field of view of not less than one hundred eighty degrees (180°) through windows or through view ports.

**R324R328.4.6 Side lighted entry doors.** Side light door units shall have framing of double stud construction or equivalent construction complying with Sections **R324R328.3.1**, **R324R328.3.2** and **R324R328.3.3**. The doorframe that separates the door opening from the side light, whether on the latch side or the hinge side, shall be double stud construction or equivalent construction complying with Sections **R324R328.3.1** and **R324R328.3.2**. Double stud construction or construction of equivalent strength shall exist between the glazing unit of the side light and wall structure of the dwelling.

**R324R328.5 Street numbers.** Street numbers shall comply with Section R319.

**R324R328.6 Exterior lighting.** Exterior lighting shall comply with Section E3903.3.

~~R324~~R328.7 **Alternate material and methods of construction.** The provisions of this section are not intended to prevent the use of any material or method of construction not specifically prescribed by this section, provided any such alternate has been approved by the enforcing authority, nor is it the intention of this section to exclude any sound method of structural design or analysis not specifically provided for in the section. The materials, methods of construction, and structural design limitations provided for in this section shall be used, unless the enforcing authority grants an exception. The enforcing authority is authorized to approve any such alternate provided they find the proposed design, materials, and methods of work to be at least equivalent to those prescribed in the section in quality, strength, effectiveness, burglary resistance, durability, and safety.”

**SECTION NINETEEN:** Section 15.04.260 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.260 Subsections R403.1.1.1 and R403.1.1.2 Added – Continuous footing reinforcement & Column pads.**

Subsections R403.1.1.1 and R403.1.1.2 are hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R403.1.1.1 Continuous footing reinforcement.** Continuous footings for basement foundation walls shall have minimum reinforcement consisting of not less than two ~~No~~no. 4 bars, uniformly spaced, located a minimum 3 inches (3") clear from the bottom of the footing.

**R403.1.1.2 Column pads.** Column pads shall be designed to support the imposed design load based upon allowable soil bearing capacity. Column pads shall be a minimum of 24 inches by 24 inches and 8 inches deep (24" x 24" x 8"). Reinforcement shall consist of a minimum of three (3) No. 4 bars each way, uniformly spaced.”

**SECTION TWENTY:** Section 15.04.270 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.270 Subsection R403.1.6.2~~Exception—4~~ Added – Foundation anchorage.**

Subsection R403.1.6.2~~Exception—4~~ is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R403.1.6.2~~Foundation anchorage~~Anchor bolt spacing.**

~~Exceptions:~~

~~4.~~ The spacing of anchor bolts or foundation anchor straps shall be ~~reduced to a~~ a maximum of 3 feet (3') on center ~~for basement foundation walls.~~ Where a foundation design is utilized in accordance with section F404.1.1 of this code; the location of the anchor bolts shall be specified."

**SECTION TWENTY-ONE:** Section 15.04.275 is hereby added to the Olathe Municipal Code to read as follows:

**"15.04.275 Subsection R404.1.1 Amended – Design required.**

Subsection R404.1.1 of the International Residential Code for One- and Two-Family Dwellings is hereby amended and shall read as follows:

**R404.1.1 Design required.** A design in accordance with accepted engineering practice shall be provided for concrete or masonry foundation walls when any of the conditions listed below exist:

1. Walls are subject to hydrostatic pressure from ground water.
2. Walls supporting more than 48 inches (48") of unbalanced backfill that do not have permanent lateral support at the top and bottom.
3. Sites containing CH, MH, OL, or OH soils as identified in Table R405.1.
4. Foundation walls exceeding ten feet (10') in height, measured from the top of the wall to the bottom of the slab.
5. Lots identified on the subdivision grading plan as having more than six feet (6') of fill or having a finished slope steeper than 4 horizontal to 1 vertical before grading.
6. Footings and foundations with existing fill soils below the footing level.
7. Sloping lots steeper than 4 to 1 before grading.
8. Lots where some footings will bear on soil and others will bear on rock.
9. Areas where problems have historically occurred.
10. Stepped footing and foundation walls."

**SECTION TWENTY-TWO:** Section 15.04.289 is hereby added to the Olathe Municipal Code to read as follows:

**"15.04.289 Subsection R506.1.1 Added – Design required.**

Subsection R506.1.1 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R506. 1.1 Design required.** A design in accordance with accepted engineering practice shall be provided for concrete floors when the limitations for fill material set forth in Section R506.2.1 are exceeded."

**SECTION TWENTY-THREE:** Section 15.04.290 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.04.290 Subsection R506.~~2.5~~3 Added – Basement floor slab isolation.**

Subsection R506.~~2.5~~3 is hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**R506.~~2.5~~3 Basement floor slab isolation.** Basement floor slabs shall be isolated from column pads, interior columns and interior bearing walls to facilitate differential movement. Nonbearing walls supported on basement floor slabs shall be provided with a minimum one-inch (1") expansion joint to facilitate differential movement between the floor slab and the floor framing above. Isolation and/or an expansion joint is not required within six inches (6") of the exterior walls."

**SECTION TWENTY-FOUR:** Section 15.04.315 is hereby added to the Olathe Municipal Code to read as follows:

**"15.04.315 Subsection R807.1.1 Added – Attic Access Latch.**

Subsection R807.1.1 is hereby added to the International Residential Code and shall read as follows.

**R807.1.1 Attic Access Latch.** Attic access openings located in a garage shall be equipped with latches or a hinge and latch such that the access door is secured closed when not in use."

**SECTION TWENTY-FIVE:** Section 15.04.325 is hereby added to the Olathe Municipal Code to read as follows:

**"15.04.325 Section 1101.1 Amended – Scope.**

Section 1101.1, in the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows.

**N1101.1 Scope.** This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.



Note: The text of the following Sections N1101.2 through N1111 parallels the text of the 2018 Edition of the International Energy Conservation Code – Residential Provisions (IECC-R), however the 2012 Edition of the IECC-R is adopted rather than the 2018 Edition. The section numbers appearing in parenthesis after each section number are section numbers of the corresponding text in the 2018 Edition and may not align with the adopted 2012 Sections and therefore should not be considered in the application of this code.”

**SECTION TWENTY-SIX:** Section 15.04.330 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.330 Section ~~N1101.1~~ ~~Exception~~ ~~Added~~ ~~Scope~~ N1101.13 Amended – Compliance.**

~~An exception is hereby added to Section N1101.1 of Section N1101.13 of - the International Residential Code for One- and Two-Family Dwellings and shall read as follows~~ is hereby repealed and a new Section N1101.13 is added and shall read as follows:

**N1101.13 (R401.2) Compliance.** Projects shall comply with one of the following. The permit applicant of record shall elect which compliance path will be followed at the time the permit application is made.

1. Sections N1101.14 through N1104.
2. Section N1105 and the provisions of Sections N1101.14 through N1104 indicated as “mandatory.”
3. The energy rating index (ERI) approach in Section N1106.”

**N11013.1 ~~Scope~~Home Energy Rating System (HERS).**

~~Exception. Structures certified to meet or exceed the energy efficiency standards of the 2009 International Energy Conservation Code (IECC) through a simulated energy performance analysis conducted by a nationally certified energy auditor (for example, a HERS rating of 85 or lower) shall be exempted from the requirements of Chapter 11. The energy auditor shall present their national certification credentials for review and approval by the Building Official prior to issuance of the permit, and no Certificate of Occupancy shall be issued for the structure until documentation from the auditor certifying 2009 IECC performance compliance is submitted to and approved by the Building Official.~~

The ERI Index rating option can be satisfied by utilizing a HERS rater and constructing a residence that scores 80 or less on the HERS



Index. All HERS ratings shall be performed by a rater accredited by the Residential Energy Services Network (RESNET/ICC). The final HERS certificate which indicates that the dwelling unit achieve a compliant HERS Index score must be submitted to the City before a Certificate of Occupancy will be issued. The final HERS certificate shall identify the project address and include the HERS raters name and contact information.

**Exception:** Equivalent ERI ratings as approved by the Building Official.

**SECTION TWENTY-SEVEN:** Section 15.04.360 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.360 Table N1102.1.42 (R402.1.1) Amended – Insulation and Fenestration Requirements by Component.**

Table N1102.1.42 (R402.1.1) of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**TABLE N1102.1.42 (R402.1.42)**

**INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT<sup>a</sup>**

| Climate Zone | Fenestration U-Factor <sup>b</sup> | Skylight U-Factor <sup>b</sup> | Glazed Fenestration SHGC <sup>b,e</sup> | Ceiling R-Value <sup>g</sup> | Wood Frame Wall R-Value | Mass Wall R-Value <sup>f</sup> | Floor R-Value | Basement Wall R-Value <sup>c</sup> | Slab R-Value & Depth <sup>d</sup> | Crawl Space Wall R-Value <sup>c</sup> |
|--------------|------------------------------------|--------------------------------|---|------------------------------|-------------------------|--------------------------------|---------------|------------------------------------|-----------------------------------|---------------------------------------|
| 4            | <u>0.32</u> <del>5</del>           | <u>0.55</u>                    | <u>0.40</u>                             | 49                           | 13                      | 8/13                           | 19            | 10/13                              | NR                                | 10/13                                 |

For SI: 1 foot – 304.8 mm.

NR = Not Required

a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. “10/13” means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.

d. R-5 shall be added to the required slab edge R-values for heated slabs.

e. Or insulation sufficient to fill the framing cavity, R-19 minimum.

f. The second R-value applies when more than half the insulation is on the interior of the mass wall.

g. Loose-fill-insulation shall be installed at the rate recommended by the manufacturer's statement "so many bags per 1000 sq ft". Where the pitch of the roof restricts the "minimum thickness" at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the "minimum thickness" can be achieved. An alternative is to install high-density batts around the perimeter edge per N1102.2."

**SECTION TWENTY-EIGHT:** Section 15.04.390 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.04.390 Subsection N1102.4.1.2 (R402.4.1.2) Amended – Testing.**

Subsection N1102.4.~~2~~1.2 (R402.4.1.2) of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**N1102.4.1.2 (R402.4.1.2) Testing.** Where required by the Building Official, the building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (-50 Pascals). ~~Where required by the Building Official, t~~Testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the Building Official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed; beyond the intended weather stripping or other infiltration control measures:

2. Dampers including exhaust, intake, makeup, air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures;

3. Interior doors, if installed at the time of the test, shall be open;

4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;

5. Heating and cooling systems, if installed at the time of the test shall be turned off; and

6. Supply and return registers, if installed at the time of the test, shall be fully open.”

**SECTION TWENTY-NINE:** Section 15.04.408 is hereby added to the Olathe Municipal Code to read as follows:

**“15.04.408 Subsection N1103.3.3 Amended– Duct testing.**

Subsection N1103.3.3 of the International Residential Code for One-and Two-Family Dwellings is hereby amended to read as follows.

**N1103.3.3 (R403.2.2.1) Duct testing.** Where required by the Building Official, ducts shall be pressure tested to determine air leakage by one of the following methods:

1. Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer’s air handler enclosure if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.

2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer’s air handler enclosure. Registers shall be taped or otherwise sealed during the test.

Exceptions:

1. A duct air-leakage test shall not be required where the ducts and air handlers are located entirely within the building thermal envelope.

2. A duct air-leakage test shall not be required for ducts serving heat or energy recovery ventilators that are not integrated with ducts serving heating or cooling systems.”

**SECTION THIRTY:** Section 15.04.409 is hereby added to the Olathe Municipal Code to read as follows:

**15.04.409 Subsection N1103.3.4 Amended– Duct leakage.**

Subsection N1103.3.4 of the International Residential Code for One-and Two-Family Dwellings is hereby amended to read as follows.

**N1103.3.4 (R403.2.2.2) Duct leakage (Prescriptive).** The total leakage of the ducts, where measured in accordance with Section R403.3.3, shall be as follows:

1. Rough-in test: The total leakage shall be less than or equal to 4 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3 cubic feet per minute (85 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area.

2. Postconstruction test: Total leakage shall be less than or equal to 4 cubic feet per minute {113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area. On the postconstruction test, it is permissible to test for “leakage to the outdoors” versus a “total leakage.” Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.”

**SECTION THIRTY-ONE:** Section 15.04.410 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.410 Subsection N1103.~~2.3~~5 (R403.~~2.3~~5) DeletedAmended— Building cavities (Mandatory).**

Subsection N1103.~~2.3~~5 (R403.~~2.3~~5) of the International Residential Code for One- and Two-Family Dwellings is hereby ~~deleted~~amended to read as follows:

**N1103.3.5 (R403.2.3) Building cavities (Mandatory).** Building framing cavities are permitted to be used as return air ducts or plenums.”

**SECTION THIRTY-TWO:** Section 15.04.420 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.420 Subsection N1103.4.2 (R403.4.2) DeletedAmended – Hot water pipe insulation (Prescriptive).**

Subsection N1103.4.2 (R403.4.2) of the International Residential Code for One- and Two-Family Dwellings is hereby ~~deleted~~amended to read as follows.

**N1103.5.3 (R403.5.3) Hot water pipe insulation (Prescriptive).**  
Insulation for hot water piping with a thermal resistance, R-value, of not less than R-3 shall be applied to the following:

1. Piping located outside the conditioned space.
2. Piping located under a floor slab.
3. Buried piping.”

**SECTION THIRTY-THREE:** Section 15.04.430 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.430 Section N1104.1 (R404.1) Amended – Lighting equipment (Mandatory).**

Section N1104.1 (R404.1) of the International Residential Code for One- and Two-Family Dwellings is hereby deleted and replaced with a new Section N1104 amended to read as follows:

**SECTION N1104 (R404)**  
**LIGHTING SYSTEMS (MANDATORY)**

**N1104.1 (R404.1) Lighting equipment (Mandatory).** Fuel gas lighting systems shall not have continuously burning pilot lights.”

**SECTION THIRTY-FOUR:** Section 15.04.433 is hereby added to the Olathe Municipal Code to read as follows:

**“15.04.433 Section N1106.6.4 (R406.4) Amended – ERI-based compliance.**

Section N1106.6.4 (R406.4) of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**N1106.4 ERI-based compliance.** Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal to the appropriate value of 80 when compared to the ERI reference design. Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet the mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.”

**SECTION THIRTY-FIVE:** Section 15.04.470 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.470 Subsection P290~~5~~6.4.~~2~~1 Amended – ~~Water—service installation.~~ Separation of water service and building sewer.**

Subsection P290~~5~~6.4.~~2~~1 of the International Residential Code for One- and Two-Family Dwellings is hereby amended to read as follows:

**P2906.4.1 Separation of water service and building sewer.**  
Trenching, pipe installation and backfilling shall be in accordance with Section P2604. Where water service piping is installed within 5-feet of the water service, the installation shall comply with the provisions provided by the appropriate authority having jurisdiction.

Exceptions.

1. The required separation distance shall not apply where a water service pipe crosses a sewer pipe, provided that the water service is sleeved to a point not less than 5 feet (1524 mm) horizontally from the sewer pipe centerline on both sides of such crossing. The sleeve shall be of pipe materials indicated in Table P2906.4, P3002.1(2) or P3002.2.

2. The required separation distance shall not apply where the bottom of the water service pipe that is located within 5 feet (1524 mm) of the sewer is not less than 12 inches (305 mm) above the highest point of the top of the building sewer.

~~P2905.4.2 Water service installation. Trenching, pipe installation and backfilling shall be in accordance with Section P2604. Where the building sewer is installed within 5 feet (1,524 mm) of the water service, the installation shall comply with the provisions provided by the appropriate authority having jurisdiction.~~

~~Exception: The required separation distance shall not apply where a water service pipe crosses a sewer pipe, provided that the water service pipe is sleeved not less than 5 feet (1,524 mm), horizontally from the sewer pipe centerline, on both sides of the crossing with pipe materials listed in Table P2905.4, P3002.1(1), P3002.1(2), or P3002.2.”~~

**SECTION THIRTY-SIX:** Section 15.04.480 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.480 Subsections 3002.2.~~1~~2 and 3002.2.~~2~~3 Added – Drainage pipe in filled ground and sanitary and storm sewers.**

Subsections 3002.2.~~4-2~~ and 3002.2.~~23~~ are hereby added to the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

**P3002.2.~~4-2~~ Drainage pipe in filled ground.** Where a building drain is installed on filled or unstable ground, the drainage pipe shall conform to one of the standards for ABS plastic pipe, cast-iron pipe, copper or copper-alloy tubing, or PVC plastic pipe listed in Table P3002.1(2).

**P3002.2.~~23~~ Sanitary and storm sewers.** Where separate systems of sanitary drainage and storm drainage are installed in the same property, the sanitary and storm building sewers or drains shall be permitted to be laid side by side in one trench if approved by the appropriate authority having jurisdiction.”

**SECTION THIRTY-SEVEN:** Section 15.04.485 is hereby added to the Olathe Municipal Code to read as follows:

**“15.04.485 Subsection P3005.2.2 Amended – Cleanouts on building sewers.**

Subsection P3005.2.2 of the International Residential Code for One- and Two-Family Dwellings is hereby amended and shall read as follows:

**P3005.2.2 Cleanouts on building sewers.** Cleanouts on building sewers shall be located as required by the appropriate authority having jurisdiction.”

**SECTION THIRTY-EIGHT:** Section 15.04.490 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.490 Section E3902.2 ~~Exceptions 1 and 2 Added~~ Amended – Garage and accessory building receptacles.**

Section E3902.2 ~~Exceptions 1 and 2 are~~ of the hereby added to the International Residential Code for One- and Two-Family Dwellings is hereby amended and shall read as follows:

**E3902.2 Garage and accessory building receptacles.** 125-volt, single-phase, 15- or 20-ampere receptacles installed in garages and grade-level portions of unfinished accessory buildings used for storage or work areas shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(2)]

**Exceptions:**

1. ~~Receptacles that are not readily accessible such~~ A dedicated ceiling mounted receptacle for a garage door opener.

2. A single receptacle supplied by a dedicated branch circuit that is located and identified for specific use by a cord- and plug-connected appliance such as a refrigerator or freezer.

3. A dedicated receptacle supplying a permanently installed fire alarm or security alarm system.

4. A dedicated receptacle supplying a sump pump.”

**SECTION THIRTY-NINE:** Section 15.04.500 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.500 Section E3902.5 ~~Exceptions 2 and 3 Added~~ Amended – Unfinished basement receptacles.**

Section 3902.5 ~~Exceptions 2 and 3 are hereby added to of~~ the International Residential Code for One- and Two-Family Dwellings is hereby amended and shall read as follows:

**E3902.5 Unfinished basement receptacles.** 125-volt, single-phase, 15- and 20-ampere receptacles installed in unfinished basements shall have ground-fault circuit- interrupter protection for personnel. For purposes of this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms. [210.8(A)(5)]

Exceptions:

1. A receptacle supplying only a permanently installed fire alarm or burglar alarm system.

2. A single receptacle supplying a permanently installed sump pump.

3. A single receptacle supplied by a dedicated branch circuit that is located and identified for specific use by a cord- and plug-connected appliance such as a refrigerator or freezer.

4. Receptacles installed in accordance with these exceptions shall not be considered as meeting the requirement of Section E3901.9. [210.8(A)(5) Exception].”

**SECTION FORTY:** Section 15.04.530 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.04.530 Section AE6087 Added – Severe Storm Safety Measures for Mobile and Modular Homes and Subdivisions.**



Section AE6087 is hereby added to Appendix E of the International Residential Code for One- and Two-Family Dwellings and shall read as follows:

## **SECTION AE6087**

### **SEVERE STORM SAFETY MEASURES FOR MOBILE AND MODULAR HOMES AND SUBDIVISIONS**

#### **AE6087.1 Securing mobile homes to ground by approved devices:**

From April 1, 1997, any newly installed mobile home which is occupied or inhabited by a person as a dwelling, office or commercial space shall be secured to the ground by tie downs and ground anchors, of a type and mode of installation which at a minimum meet the requirements of KSA 75-1227 through and including 75-1233., unless such mobile home is secured to the ground on a permanent foundation.

**AE6087.2 Required storm sheltering for mobile home parks:** From and after April 1, 1997, all newly-constructed mobile home parks or mobile home subdivisions are required to have storm shelters. Any mobile home park in existence prior to April 1, 1997, which is expanded to include additional acreage, will be required to construct approved storm shelters.

**AE6087.2.1 Construction of Storm Shelters:** Storm shelters shall protect their inhabitants from physical injury by 260 mile per hour tornado winds and shall be constructed in accordance with the ICC/NSSA-500 Standard on the Design and Construction of Storm Shelters.

**AE6087.2.2 Total storm shelter space:** Storm shelters shall provide at least 17.5 square feet of sheltered space for each mobile home lot.

**AE6087.2.3 Distance between shelters:** A storm shelter must be within 600 feet walking distance of all mobile home park residents.

**AE6087.2.4 Multi-use of storm shelters:** Storm shelters used as multi-purpose structures will be subject to all applicable building codes.

**AE6087.2.5 Dedicated storm shelters:** Storm shelters dedicated to sheltering, used for no other purpose, and approved as such by the Building Code Division, shall be subject only to the special code requirements of dedicated storm shelters.

**AE6087.2.6 Provisions for persons with physical disabilities:** Storm shelters shall be fully accessible to persons with physical disabilities in accordance with Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1) as adopted by the City in accordance with Chapter 15.24 of the Olathe Municipal Code.

**AE6087.2.7 Ventilation:** Shelters shall have adequate ventilation in accordance with the International Mechanical Code as adopted by the City in accordance with Chapter 15.10 of the Olathe Municipal Code.

**AE6087.2.8 Utilities:** Shelters shall provide adequate lighting in accordance with the International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.

**AE6087.2.9 Exits:** Shelters shall provide an adequate number of exits. in accordance with the International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.

**AE6087.2.10 Restroom facilities:** Restroom facilities are optional, but if provided must meet the minimum requirements of the International Plumbing Code as adopted by the City in accordance with Chapter 15.08 of the Olathe Municipal Code.

**AE6087.2.11 Accessibility:** Shelters must be accessible 24 hours a day. The mobile home park owner, or such owner's designated agent or representative, shall be responsible for making the storm shelter accessible and usable in times of need.

**AE6087.3 Disclosure:** Mobile home parks which do not have approved storm sheltering must disclose orally and in writing in the sales or rental agreement that no sheltering is available in such park. Mobile home parks which do have approved storm sheltering must disclose orally and in writing in the sales or rental agreement that sheltering is available. A map showing the location of the shelter(s) and policies for use shall be supplied to the applicant as part of the sales or rental agreement.

**AE6087.4 Registration of existing shelters:** Every owner or operator or any mobile home park required to have storm sheltering shall submit a site plan and a written statement setting out the number of mobile home spaces in such park and a description of the existing shelter. This submission will be made upon application for a building permit.”

**SECTION FORTY-ONE:** Section 15.04.535 is hereby added to the Olathe Municipal Code to read as follows

**“15.04.535 Section AO103.3 Added – Emergency Operation**

**Section AO103.3 is hereby added to the International Residential Control and shall read as follows:**

**AO103.3.6 Emergency Operation. The installation of vehicular gates across a fire apparatus access road shall be approved by the fire code official and shall have an approved means**

of emergency operation. The gates and emergency operation shall be maintained operational and shall comply with the following.

1. Where electrically or mechanically controlled, gates shall be capable of being operated to the full open position by emergency responders under normal power and during a loss of power to the operating mechanism.

2. Electrical or mechanical operated gates shall be capable of being unlocked or opened with an approved fire department "Knox" county keyed cylinder installed at an accessible location on the entry side of the gate. The operated switch shall bypass the release mechanism to allow the gate to be operated by emergency response personnel.

3. In addition to an approved key cylinder operation device, gates shall be equipped with audible release mechanism to operate with an emergency siren yelp tone.

4. Keypads or other entry devices installed on gates shall not interfere with the operation of either the approved key cylinder or emergency response audible release."

**SECTION FORTY-TWO:** Existing Sections 15.04.010, 15.04.020, 15.04.040, 15.04.050, 15.04.060, 15.04.070, 15.04.080, 15.04.090, 15.04.100, 15.04.110, 15.04.120, 15.04.130, 15.04.140, 15.04.150, 15.04.160, 15.04.170, 15.04.180, 15.04.190, 15.04.200, 15.04.210, 15.04.220, 15.04.230, 15.04.240, 15.04.250, 15.04.270, 15.04.300, 15.04.320, 15.04.330, 15.04.340, 15.04.350, 15.04.360, 15.04.370, 15.04.380, 15.04.390, 15.04.400, 15.04.410, 15.04.420, 15.04.430, 15.04.460, 15.04.470, 15.04.480, 15.04.490, 15.04.510, 15.04.520, and 15.04.530 are hereby repealed.

**SECTION FORTY-THREE:** 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:

---

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.

**ORDINANCE NO. 19-XX**

**AN ORDINANCE PERTAINING TO THE OLATHE EXISTING BUILDING CODE; ADDING SECTION 15.06.031; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.06.010, 15.06.020, 15.06.040, AND 15.06.050, AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTION 15.06.060.**

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

**SECTION ONE:** Section 15.06.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.06.010 Code Adopted.**

The ~~2012~~ 2018 International Existing Building Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.06.030 through and including 15.06.100.”

**SECTION TWO:** Section 15.06.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.06.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.06.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~42-43~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.06.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.06.031 Section [A] 101.1 Amended – Title.**

Subsection [A] 101.1 of the International Existing Building Code is hereby amended to read as follows:

**[A] 101.1 Title.** The 2018 International Existing Building Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.06, shall be known as the Existing Building Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Existing Building Code.”

**SECTION FOUR:** Section 15.06.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.06.040 Section [A] 101.6 Amended – Appendices.**

Section 101.6 of the International Existing Building Code is hereby amended to read as follows:

**[A] 101.6 Appendices.** ~~Provisions in the appendices shall not apply unless specifically referenced in the adopting ordinance.~~ The Code Official is authorized to require retrofit of buildings, structures or individual structural members in accordance with the appendices of this code if such appendices have been individually adopted.

**[A] 101.6.1 Appendices adopted.** The following appendices are adopted as part of this code:

Appendix B – Supplementary Accessibility Requirements for Existing Buildings and Facilities

Appendix C – Guidelines for the Wind Retrofit of Existing Buildings

**SECTION FIVE:** Section 15.06.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.06.050 Section [A] 101.8 Added – Administration.**

Section [A] 101.8 is hereby added to the International Existing Building Code and shall read as follows:

**[A] 101.8 Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION SIX:** Existing Sections 15.06.010, 15.06.020, 15.06.040, 15.06.050, and 15.06.060 are hereby repealed.

**SECTION SEVEN:** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

## ORDINANCE NO. 19-XX

AN ORDINANCE PERTAINING TO THE OLATHE PLUMBING CODE; ADDING SECTIONS 15.08.031, 15.08.083, 15.08.085, 15.08.087, 15.08.241; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.08.010, 15.08.020, 15.08.040, 15.08.050, 15.08.060, 15.08.080, 15.08.090, 15.08.100, 15.08.130, 15.08.160, 15.08.170, 15.08.180, 15.08.190, 15.08.200, 15.08.210, 15.08.220, 15.08.240, 15.08.250, 15.08.260, 15.08.270, AND 15.08.280 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 15.08.110, 15.08.150, AND 15.08.230.

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

**SECTION ONE:** Section 15.08.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.010 Plumbing Code Adopted.**

The ~~2012~~ 2018 International Plumbing Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.08.030 through and including 15.08.310.”

**SECTION TWO:** Section 15.08.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.08.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-44~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.~~”

**SECTION THREE:** Section 15.08.031 is hereby added to the Olathe Municipal Code and shall read as follows:



**“15.08.050 Section [A] 101.1 Amended – Title.**

Subsection [A] 101.1 of the International Building Code is hereby amended to read as follows:

**[A] 101.1 Title.** The 2018 International Plumbing Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.08, shall be known as the Plumbing Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Plumbing Code.”

**SECTION FOUR:** Section 15.08.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.040 Section [A] 101.5 Added – Appendices.**

Section [A] 101.5 is hereby added to the International Plumbing Code and shall read as follows:

**[A] 101.5 Appendices.** Provisions in the appendices shall not apply unless specifically referenced in the adopting ordinance.

**[A] 101.5.1 Appendices adopted.** The following appendices are adopted as part of this code:

Appendix C – ~~Vacuum Drainage System~~ Structural Safety

Appendix E – Sizing of Water Piping System

~~Appendix F – Structural Safety”~~

**SECTION FIVE:** Section 15.08.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.050 Section [A] 101.6 Added – Administration.**

Section [A] 101.6 is hereby added to the International Plumbing Code and shall read as follows:

**[A] 101.6 Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION SIX:** Section 15.08.060 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.060 Section [A] 102.8.3 ~~Amended – Referenced codes and standards.~~ Added – Water and sewer utility provider standards.**

Subsection [A] 102.8.3 of the is hereby added to the International Plumbing Code ~~is hereby amended to~~ and shall read as follows:

**[A] 102.8.1 – Water and sewer utility provider standards.** Service lines and connections to water and sewer utility systems shall also comply with standards and requirements of the utility provider. Where differences occur between provisions of this code and the utility provider requirements, the most restrictive provisions shall apply.

~~[A] 102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 14 and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections [A] 102.8.1 and [A] 102.8.2.~~

~~[A] 102.8.1 Differences. Where differences occur between provisions of this code and referenced codes and standards, the most restrictive provisions shall apply.~~

~~[A] 102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the most restrictive provisions, as applicable, shall take precedence over all other provisions.”~~

**SECTION SEVEN:** Section 15.08.080 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.080 Section 305.4.1 Amended – Sewer depth.**

Section 305.4.1 of the International Plumbing Code is hereby amended to read as follows:

**305.4.1 Sewer depth.** Building sewers that connect to private sewage disposal systems shall be installed not less than the depth required by the appropriate authority having jurisdiction at the point of septic system connection. Building sewers shall be installed not less than the depth specified by the appropriate authority having jurisdiction.

**SECTION EIGHT:** Section 15.08.083 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.08.083 Section 308.10 Amended – Thermal Expansion Tanks**

Section 308.10 of the International Plumbing Code is hereby amended to read as follows:

**308.10 Thermal expansion tanks.** A thermal expansion tank shall be supported in accordance with the manufacturer’s instructions.”

**SECTION NINE:** Section 15.08.085 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.08.085 Table 403.1, Footnote ‘e’ Amended – Service Sinks.**

Table 403.1, footnote ‘e’ of the International Plumbing Code is hereby amended to read as follows.

**Table 403.1, Footnote e.** For business and mercantile classifications with an occupant load of 15 or fewer, service sinks shall not be required. For other occupancies, a service sink may not be required, at the discretion of the building official if deemed unnecessary due to the size, type, use or finish of the space.”

**SECTION TEN:** Section 15.08.087 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.08.087 Section 410.4 Amended – Drinking Fountain Substitutions.**

Section 410.4 of the International Plumbing Code is hereby amended to read as follows:

**410.4 Drinking Fountain Substitution** – In occupancies where drinking fountains are required, the following substitutions are permitted:

1. Group S, B and M occupancies with less than 25 occupants. Drinking fountains are not required where a break room sink, water dispenser or bottled water dispenser are provided in compliance with accessible reach ranges in ICC/ANSI A117.1.
2. Where restaurants provide drinking water free of charge, drinking fountains shall not be required.
3. In other occupancies, water dispensers shall be permitted to be substituted for not more than 50% of the required number of drinking fountains.”

**SECTION ELEVEN:** Section 15.08.090 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.090 Section 608.67 Amended – Cross Connection Control.**

Section 608.67 of the International Plumbing Code is hereby amended to read as follows:

**608.67 Cross connection control.**

~~A.~~ Cross connections shall be prohibited, except where approved ~~protective~~ backflow prevention assemblies, backflow prevention devices, or other approved means or methods are installed to protect the potable water supply.

~~1.~~**608.7.1 Private Water Supplies.** Cross connections between a private water supply and a potable public supply shall be prohibited.

~~B.~~**608.7.2 Water Delivery.** The ~~Administrative Authority~~ Water Utility is hereby authorized to refuse to deliver or terminate the delivery of water through pipes and mains to any premises when a condition exists which might lead to the contamination of the public water supply system and may continue to refuse the delivery of water to the premises until the condition is remedied.

~~C.~~**608.7.3 Testing.** The premise owner or responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair, or relocation and at least on an annual schedule thereafter. Said backflow assembly tester shall complete and submit to the water purveyor annual test reports within fourteen (14) days of the annual test date. Failure to supply the required test reports may result in termination of water services or inspection and/or testing of said backflow prevention assembly by appropriately certified City personnel or a certified contractor authorized to conduct inspections and/or tests of backflow assemblies on behalf of the City.

~~D.~~**608.7.4 Fees.** There is hereby established a testing fee for each test City personnel or a certified contractor conducts on behalf of the City pursuant to this section. The testing fee shall be adopted by the Governing Body of the City by resolution.

~~E.~~**608.7.5 Property Owner Assistance Program.** ~~1. Financial Assistance~~ For homes in the City of Olathe Water utility service area that were constructed before 1993 without a backflow prevention device, financial assistance in the form of partial reimbursement for the cost of installing a backflow prevention system shall be provided to property owners who comply with the procedure as set out in this section. Such reimbursement amount shall be in the amount and subject to the terms set out in this section.

~~2.~~**608.7.5.1 Procedure.**

~~a.~~ The property owner shall have the backflow prevention system installed by a plumber or other approved competent contractor, through self-help or other means at his/her discretion.

~~b.~~ All work shall be done in a workmanlike manner and shall comply with the minimum standards of design for backflow prevention systems.

~~c.~~**608.7.5.2 Certification of Installation.** The plumber or other approved competent contractor or property owner shall provide written certification that the installation has been completed.

~~d.~~ **608.7.5.3 Reimbursement.** After compliance with this chapter is verified upon receipt of the written installation certification and an invoice for the installation of the backflow prevention system, the City shall reimburse half, ~~(1/2)~~ or 50% of the actual cost not to exceed ~~the following maximum amount payable~~ \$500.00 based on a valid invoice. If the property owner completes the work, only the cost of materials will be reimbursed.

~~Backflow Prevention System Property Owner Assistance Program~~

~~City Pays Property Owner Pays Maximum City Contribution~~

~~50% 50% \$500.00~~

~~3.~~ **608.7.5.4 Testing.** Once the backflow prevention system is installed, it shall be tested annually as outlined in subsections ~~C. and D. above~~ 607.7.3 and 607.7.4.

~~F.~~ **608.7.6 Interference.** It shall be unlawful for any person to interfere with a public officer or agent of the City in performing his or her duties pursuant to this chapter whether investigating or abating violations.

~~G. Penalty. Any person who interferes with an officer or agent of the City pursuant to this chapter may be punished as provided in Section 15.08.050 of this chapter.~~

~~H. Any action of the Administrative Authority pursuant to this section is subject to review in accordance with Section 15.08.050 of this chapter."~~

**SECTION TWELVE:** Section 15.08.100 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.100 Subsection 608.15.4 Exception Added – Protection by a Vacuum Breaker.**

Subsection 608.15.4 Exception is hereby added to the International Plumbing Code and shall read as follows:

**608.15.4 Protection by a vacuum breaker.**

**Exception:** If under the City of Olathe's ~~waste~~water jurisdiction, ~~openings and outlets shall be protected by atmospheric-type or pressure-type vacuum breakers. The~~ the critical level of the vacuum breaker shall be set a minimum of 12 inches above the flood level rim of the fixture or device. ~~Fill valves shall be set in accordance with Section 425.3.1. Vacuum breakers shall not be installed under exhaust hoods or similar locations that will contain toxic fumes or vapors.~~ Pipe-applied vacuum breakers shall be installed no less than 12 inches above the flood level rim of the fixture, receptor or device served."

**SECTION THIRTEEN:** Section 15.08.130 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.130 Section 703.2 Amended – Drainage pipe in filled ground.**

Section 703.2 of the International Plumbing Code is hereby amended to read as follows:

**703.2 Drainage pipe in filled ground.** Where a building drain is installed on filled or unstable ground, the drainage pipe shall conform to one of the standards for ABS plastic pipe, cast-iron pipe, copper or copper-~~ally~~alloy tubing, or PVC plastic pipe listed in Table 702.3.

**SECTION FOURTEEN:** Section 15.08.160 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.160 Subsection 708.~~3.1.2~~ Amended – Building sewers.**

Subsection 708.~~3.1.2~~ of the International Plumbing Code is hereby amended to read as follows:

**708.~~3.1.2~~ Building sewers.** Building sewers shall be provided with cleanouts located as required by the appropriate authority having jurisdiction.”

**SECTION FIFTEEN:** Section 15.08.170 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.170 Section 903.1 Amended – Roof extension.**

Section 903.1 of the International Plumbing Code is hereby amended to read as follows:

**903.1 Roof Extension.** ~~All~~Open vent pipes that extend through a roof shall be terminated ~~at least~~ not less than six inches (6") above the roof.~~;~~  
~~except that w~~Where a roof is to be used for any purpose other than weather protection, the vent extensions shall ~~be run at least~~ terminate not less than seven feet (7') above the roof.”

**SECTION SIXTEEN:** Section 15.08.180 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.180 Section 1003.1 Amended – Where Required.**

Section 1003.1 of the International Plumbing Code is hereby amended to read as follows:

**1003.1 Where required.** Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the

sewage treatment plant or processes. Interceptors and separators shall be provided, installed, inspected, and maintained as required by the appropriate authority having jurisdiction.”

**SECTION SEVENTEEN:** Section 15.08.190 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.190 Subsection 1003.1.1 Added – Grease interceptors required.**

Subsection 1003.1.1 is hereby added to the International Plumbing Code and shall read as follows:

**1003.1.1 Grease interceptors required.** If under the City of Olathe’s wastewater jurisdiction, new food service facilities that begin operation after February 15, 2010 must install an exterior, ~~L~~large-~~C~~capacity ~~G~~grease ~~I~~interceptor that complies with the design requirements of Sections 1003.3.1 through 1003.3.5. Food service facilities in operation prior to February 15, 2010 shall be allowed to operate existing grease interceptors, provided they are maintained in compliance with the required pumping schedule outlined in Section 1003.3.4.3.5.5 However, if the facility is found to be contributing fats, oils or grease in quantities sufficient to necessitate increased maintenance of the sanitary sewer system to prevent line blockages, backups or overflows, existing grease interceptor(s) must be replaced. If it is deemed that those facilities that consist of ~~S~~smaller, ~~P~~point-of-~~U~~use ~~G~~grease ~~I~~interceptors cannot meet the sewer system requirements with improved maintenance, they must be replaced by the exterior ~~L~~large-~~C~~capacity ~~G~~grease ~~I~~interceptors as outlined in Section 1003.3.4.5.”

**SECTION EIGHTEEN:** Section 15.08.200 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.200 Subsection 1003.1.2 Added – Point of use grease interceptors.**

Subsection 1003.1.2 is hereby added to the International Plumbing Code and shall read as follows:

**1003.1.2 Point of use grease interceptors.** Point of use grease interceptors shall refer to hydromechanical or automatic removal as defined by the International Plumbing Code. If under the City of Olathe’s wastewater jurisdiction, the Chief Building Official, or designee, may allow the use of ~~P~~point of ~~U~~use ~~G~~grease ~~I~~interceptors in the following cases:

A. A food service facility retrofit of a building that did not previously include a food service facility.



B. A new food service facility moving into space previously occupied by another food service facility.

C. Low fats, oils and grease-producing food service facilities such as churches, day care, etc.

In order for a Point of Use Grease Interceptor to be considered, a formal Request for Code Modification must be submitted for review to the Chief Building Official or designee. ~~All new food service facilities are subject to the same requirements to submit information per Section 15.08.250. When allowed, Point of Use Interceptors shall meet the following requirements: Made of light-weight, non-corrosive material; accessible solids screening basket; accessible, cleanable flow-control device; automatic skimmer, heat element; and a visible, easily removable grease collection container."~~

**SECTION NINETEEN:** Section 15.08.210 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.210 Subsection 1003.3.1 Amended – Grease interceptors.**

Subsection 1003.3.1 of the International Plumbing Code is hereby amended to read as follows:

**1003.3.1 Grease interceptors and automatic grease removal devices required.** ~~If under the City of Olathe's wastewater jurisdiction, grease interceptors shall be attached to the building sewer line and shall be connected to all interior fixtures that may introduce grease into the sanitary sewer system. Interior fixtures to be piped to the grease interceptor shall include but are not limited to: Three-compartment sinks, mop sinks, dishwashers, floor drains in food preparation and storage areas, and any other fixture determined to be a potential source of grease. Dishwashing machines with a booster heater shall include a cold water solenoid-operated valve or similar device that mixes cold water with the discharged hot water from the machine. Wastewater from toilets, restroom sinks, and other similar fixtures shall not be piped to the grease interceptor under any circumstances.~~

A grease interceptor or automatic grease removal device shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, school kitchens, bars, factory cafeterias and clubs. Fixtures and equipment shall include, but not be limited to pot sinks, pre-rinse sinks; soup kettles or similar devices; wok stations; floor drains or sinks into which kettles are drained; automatic hood wash units and



dishwashers without pre-rinse sinks. Dishwashing machines with a booster heater shall include a cold-water solenoid-operated valve or similar device that mixes cold water with the discharged hot water from the machine. Grease interceptors and automatic grease removal devices shall receive waste only from fixtures and equipment that allow fats, oils or grease to be discharged. Wastewater from toilets, restroom sinks, and other similar fixtures shall not be piped to the grease interceptor under any circumstances. Where lack of space or other constraints prevent the installation or replacement of a grease interceptor, one or more grease interceptors shall be permitted to be installed on or above the floor and upstream of an existing grease interceptor."

**SECTION TWENTY:** Section 15.08.220 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.220 Subsection 1003.3.2.1 ~~Amended~~ Added– Food waste grinders prohibited.**

Subsection 1003.3.2.1 of the International Plumbing Code is hereby ~~amended~~added and shall to read as follows:

**1003.3.2.1 Food waste grinders prohibited.** If under the City of Olathe's wastewater jurisdiction, food waste grinders are prohibited at new food service facilities. Food service facilities in operation prior to February 15, 2010 shall be allowed to operate existing food waste grinders pursuant to Olathe Municipal Code Section 14.10.010 pertaining to Waste Matter."

**SECTION TWENTY-ONE:** Section 15.08.240 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.240 Subsection 1003.3.45.1.1 ~~Amended~~ Added – Large-capacity grease interceptor sizing.**

Subsection 1003.3.45.1.1 of the International Plumbing Code is hereby ~~amended to~~ added and shall read as follows:

**1003.3.45.1.1 Large-capacity grease interceptor sizing.** If under the City of Olathe's wastewater jurisdiction, external, Large-Capacity grease interceptor sizing must be sufficient to provide a 30-minute peak hydraulic detention time, calculated based on contributing plumbing fixture units. The professional engineer (licensed in the State of Kansas) responsible for the design of the grease interceptor shall submit signed and sealed calculations indicating the number of plumbing fixture units, the plumbing plan, the maximum contributing hydraulic flow rate of these fixtures, and the volume of tank required to provide the 30-minute detention.

The minimum capacity of any single grease interceptor unit shall be one thousand (1,000) gallons and the maximum capacity shall be two thousand (2,000) gallons. Where sufficient capacity cannot be achieved with a single unit, installation of grease interceptors in series shall be required. In order for Multiple connections (from multiple food service facilities) to one external, Large-Capacity Grease Interceptor will to be considered if the owner of each connecting contributors? properties submits an acceptable maintenance agreement , a formal request for Code Modification must be submitted to the Chief Building Official or designee for review. All new connections are subject to the same requirements to submit information per Section 1003.3.5.1.1. When allowed, the owner of the interceptor shall be responsible for all cleaning, pumping, record-keeping and maintenance requirements pursuant to 1003.3.5.5."

**SECTION TWENTY-TWO:** Section 15.08.241 is hereby added to the Olathe Municipal Code and shall read as follows

**15.08.241 Subsection 1003.3.5.3, Added – Grease interceptor requirements.**

Subsection 1003.3.5.3 of the International Plumbing Code is hereby added and shall read as follows:

**1003.3.5.3 Grease interceptors and automatic grease removal devices.** If under the City of Olathe's wastewater jurisdiction, grease interceptors shall be installed below ground in a location outside the facility which is easily accessible for cleaning, inspection and sampling. The interceptor shall have a minimum of two compartments and shall be capable of separation and retention of grease and storage of settled solids. The interceptor shall have a manhole at surface grade over each compartment to facilitate inspection, cleaning and maintenance, including pumping."

**SECTION TWENTY-THREE:** Section 15.08.250 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.250 Subsection 1003.3.4.35.4 Added – Construction standards and inspections.**

Subsection 1003.3.~~4.35.4~~ is hereby added to the International Plumbing Code and shall read as follows:

**1003.3.4.35.4 Construction standards and inspections.** If under the City of Olathe's wastewater jurisdiction, the connection of the building sewer to the large-capacity interceptor shall conform to applicable plumbing codes as well as to the Olathe Technical Specifications and Design Criteria for Public Improvements ~~m~~Manual as adopted in the Unified Development Ordinance. The ~~I~~nterceptor and connections to the interceptor shall be

made gas tight and water tight. Interceptor shall be acceptance tested in accordance with Section 3100 – Sanitary Sewer Manholes of the Olathe Technical Specifications and Design Criteria for Public Improvements ~~m~~Manual. The applicant, or agent, for the sewer connection permit shall notify the Public Works Department of the City when the building sewer or any interceptor is installed or connected to the public sanitary sewer and is ready for inspection prior to back filling. Any deviation from the requirements of this subsection may result in the uncovering and inspection of the sewer line or any interceptor or other pretreatment equipment at the applicant's expense."

**SECTION TWENTY-FOUR:** Section 15.08.260 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.08.260 Subsection 1003.3.~~4.45.5~~ Added – Pumping, cleaning and maintenance.**

Subsection 1003.3.~~4.45.5~~ is hereby added to the International Plumbing Code and shall read as follows:

**1003.3.~~4.45.5~~ Pumping, cleaning and maintenance.** If under the City of Olathe's wastewater jurisdiction, each food service facility shall be responsible for pumping, cleaning and maintaining its grease interceptor(s) in good working condition. Each food service facility shall have its exterior large-capacity grease interceptor(s) pumped before the combined thickness of the floatable fats, oils and grease and settleable solids exceed 25% of the total liquid depth of the grease interceptor, or at least once every ninety (90) days ~~unless~~ If it is determined that a more frequent pumping schedule is needed to meet the 25% rule, the food service facility ~~All food service facilities requiring a greater than 90-day frequency of hauling~~ shall implement kitchen BMPs as defined in Section 1003.3. ~~.4.45.6 More frequent pumping may be required by the City based on the following criteria:~~

~~The grease interceptor must be pumped before the combined thickness of the floatable fats, oils and grease and settleable solids exceed 25% of the total liquid depth of the grease interceptor.~~

A sanitary disposal contractor, licensed in Johnson County, Kansas, must be used to provide pumping, cleaning and disposal services. Pumping shall include the removal of all contents from the interceptor, including grease, floating materials, gray water, bottom sludge and solids. Cleaning shall include removal of solids from the walls, floors, baffles and pipe work in the interceptor.

It shall be the responsibility of each food service facility to verify that the interceptor is properly cleaned out and that all fittings and fixtures inside the interceptor are in good working condition. The ~~owner~~ food service facility must

maintain a written log of the pumping record that includes copies of any receipts for repairs or maintenance to the interceptor(s), including pumping and cleaning on site. This log and any receipts shall be made available upon request.”

**SECTION TWENTY-FIVE:** Section 15.08.270 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.270 Subsection 1003.3.4.5 Added – Recommended food service facility Best Management Practices (BMPs).**

Subsection 1003.3.4.5 is hereby added to the International Plumbing Code and shall read as follows:

**1003.3.4.5 Recommended food service facility Best Management Practices (BMPs).** If under the City of Olathe's wastewater jurisdiction, these BMPs are recommended for all food service facilities and shall be instituted in any food service facility where ~~a greater than 90-day frequency of hauling is required:~~ pumping more frequently than each 90-days is required as described in 1003.3.5.5:

A. Do not discharge grease or greasy food particles into the drains. Scrape grease and greasy food particles off of plates, pots, cooking equipment and utensils before washing. Discard the waste into the trash.

B. Recycle waste grease from fryers and woks using a “yellow grease” recycling barrel or bin.

C. Train food service facility workers and ~~complete-and-update~~ create updated fats, oil and grease kitchen BMP training logs, including names and dates, showing that employees are trained and are implementing the fats, oils and grease kitchen BMPs.”

**SECTION TWENTY-SIX:** Section 15.08.280 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.08.280 Section 1202.1 Amended – Nonflammable medical gases.**

Section 1201.1 of the International Plumbing Code is hereby amended to read as follows:

**1202.1 Nonflammable Medical Gases.**

~~1. On and after January 1, 2011, n~~No person shall install, improve, repair, maintain or inspect a medical gas piping system ~~within a county or city~~ unless such person is: (a) ~~is~~ licensed under the provisions of K.S.A. 12-1508 et seq., and amendments thereto; and (b) ~~is e~~ certified under the appropriate professional qualifications standards ~~or standards of ASSE Series 6000~~. All installers shall obtain a proper permit ~~from the county or city in which the medical gas is being installed~~ for installation or modification

of medical gas systems. All inspections shall be ~~done~~ performed by a third-party agency certified under the appropriate professional qualifications ~~standard or~~ standards ~~of ASSE Series 6000~~ for medical gas systems inspectors. ~~and a~~ All documentation of the inspections and certifications of installers and inspectors shall be provided to the ~~county or city~~ Building Official prior to any occupancy of the building or ~~until~~ portion of the building in which the medical gas piping has been installed ~~until an occupancy permit is issued.~~

~~2.~~ As used in this ~~sub~~section, “medical gas piping” means the piping used solely to transport gases used for medical purposes at a health care facility.”

**SECTION TWENTY-SEVEN:** Existing sections 15.08.010, 15.08.020, 15.08.040, 15.08.050, 15.08.060, 15.08.080, 15.08.090, 15.08.100, 15.08.110, 15.08.130, 15.08.150, 15.08.160, 15.08.170, 15.08.180, 15.08.190, 15.08.200, 15.08.210, 15.08.220, 15.08.230, 15.08.240, 15.08.250, 15.08.260, 15.08.270, and 15.08.280 are hereby repealed.

**SECTION TWENTY-EIGHT:** 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:

\_\_\_\_\_  
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.

**ORDINANCE NO. 19-XX**

**AN ORDINANCE PERTAINING TO THE OLATHE MECHANICAL CODE; ADDING SECTION 15.10.031, AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.10.010, 15.10.020, 15.10.040, 15.10.060 AND 15.10.080 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTION 15.10.050.**

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

**SECTION ONE:** Section 15.10.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.10.010 Code Adopted.**

The ~~2012~~ 2018 International Mechanical Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.10.030 through and including 15.10.110.”

**SECTION TWO:** Section 15.10.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.10.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.10.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~42-45~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.10.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.10.031 Section [A] 101.1 Amended - Title.**

Section [A] 101.1 of the International Mechanical Code is hereby amended to read as follows:

[\[A\] 101.1 Title. The 2018 International Mechanical Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.10 shall be known as the Mechanical Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Mechanical Code.”](#)

**SECTION FOUR:** Section 15.10.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.10.040 Section [A] 101.5 Added – Administration.**

Section [A] 101.5 is hereby added to the International Mechanical Code and shall read as follows:

**[A] 101.5 Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION FIVE:** Section 15.10.060 of the Olathe Municipal Code is hereby amended to read as follows

**“15.10.060 Section [A] 102.12 Added – State Boiler Inspector.**

Section [A] 102.12 is hereby added to the International Mechanical Code and shall read as follows:

**[A] 102.12 State Boiler Inspector.** Where permits are issued and portions of the work require inspection and approval of boilers and pressure vessels by the state of Kansas, those portions of the work will comply with the state requirements in lieu of compliance with the technical provisions of this code. ~~Contact the State Boiler Inspector at the Kansas Department of Human Resources for complete information regarding state requirements.~~ State approval is generally required for all boilers that require permits.

Exceptions:

1. Boilers serving individual dwelling units and their accessory structures.
2. Boilers serving apartment houses with less than five (5) ~~families~~ dwelling units.
3. ~~Pressure vessels that do not exceed 15 cubic feet and 250 psi~~ Boilers and pressure vessels located on farms and used solely for agriculture or horticulture purposes.

~~Or~~

4. Pressure vessels that do not exceed: 15psi of any size; 15 cubic feet and 250psi; or 1-1/2 cubic feet and 600psi.



5. Boilers which are equipped with pressure and temperature safety relief valves approved by the American Society of Mechanical Engineers or the National Board of Boiler and Pressure Vessel Inspectors, ~~if none of the following limitations are~~ that do not exceed: a heat input of 200,000 BTUH, a water temperature of 210 degrees Farenheit, or a nominal water capacity of 85 gallons.

~~1. A heat input of 200,000 BTUH.~~

~~2. With a water temperature of 210 degrees Fahrenheit.~~

~~3. A nominal water capacity less than 85 gallons.”~~

**SECTION SIX:** Section 15.10.080 of the Olathe Municipal Code is hereby amended to read as follows

**“15.10.080 Section 401.2 Amended – Ventilation required.**

Section 401.2 of the International Mechanical Code is hereby amended to read as follows:

**401.2 Ventilation required.** Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403. Where the air infiltration rate in a dwelling unit is less than 3 air changes per hour when tested with a blower door at a pressure of 0.2-inch water column (50 Pa) in accordance with Section R402.4.1.2 of the International Energy Conservation Code, the dwelling unit shall be ventilated by mechanical means in accordance with Section 403.”

**SECTION SEVEN:** Existing sections 15.10.010, 15.10.020, 15.10.040, 15.10.050, 15.10.060 and 15.10.080 are hereby repealed.

**SECTION EIGHT:** 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:

---

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.

**ORDINANCE NO. 19-XX**

**AN ORDINANCE PERTAINING TO THE OLATHE FUEL GAS CODE; ADDING SECTION 15.12.031, AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.12.010, 15.12.020, and 15.12.040, AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTION 15.12.050.**

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

**SECTION ONE:** Section 15.12.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.12.010 Code Adopted.**

The ~~2012~~ 2018 International Fuel Gas Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.12.030 through and including 15.12.090.”

**SECTION TWO:** Section 15.12.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.12.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.12.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~42-48~~ 19-?” with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.12.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.12.031 Section [A] 101.1 Amended - Title.**

Section [A] 101.1 of the International Fuel Gas Code is hereby amended to read as follows:

**[A] 101.1 Title.** The 2018 International Fuel Gas Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.10 shall be known as the Fuel Gas Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Fuel Gas Code.”

**SECTION FOUR:** Section 15.12.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.12.040 Section [A] 101.6 Added – Administration.**

Section [A] 101.6 is hereby added to the International Fuel Gas Code and shall read as follows:

**[A] 101.6 Administration.** The administrative and enforcement provisions for this Code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION FIVE:** Existing sections 15.12.010, 15.12.020, 15.12.040, and 15.12.050 are hereby repealed.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

---

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

## ORDINANCE NO. 19-XX

**AN ORDINANCE PERTAINING TO THE OLATHE ELECTRICAL CODE; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.14.010, 15.14.020, 15.14.040, 15.14.050, AND 15.14.060, AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 15.14.070, 15.14.080, AND 15.14.090.**

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

**SECTION ONE:** Section 15.14.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.14.010 Code Adopted.**

NFPA 70, the National Electrical Code, ~~2011~~ 2017 Edition, published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471 is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.14.040 through and including 15.14.120.”

**SECTION TWO:** Section 15.14.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.14.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.14.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-46~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.14.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.14.040 Section 90.4 ~~(A) Added~~ Amended – Administration.**

Section 90.4 ~~(A) is hereby added to~~ of the National Electrical Code is hereby deleted, and a new Section 90.4 is added and shall read as follows:

**90.4 (A) Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.

**90.4.1 Title.** The 2017 National Electrical Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.14 shall be known as the Electrical Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Electrical Code.”

**SECTION FOUR:** Section 15.14.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.14.050 Subsection 210.8 (A) (2) Exceptions ~~1 and 2~~ Added – GFCI protection for garage and accessory building receptacles.**

Subsection 210.8 (A) (2) Exceptions ~~1 and 2~~ are hereby added to the National Electrical Code and shall read as follows:

**210.8 (A) (2) GFCI protection for garage and accessory building receptacles.**

Exceptions to (A) (2):The following conditions shall not be required to have ground-fault circuit-interrupter protection:

1. ~~Receptacles that are not readily accessible such as a~~ A dedicated ceiling mounted receptacle for a garage door opener.

2. A single receptacle supplied by a dedicated branch circuit that is located and identified for specific use by a cord- and plug-connected appliance such as a refrigerator or freezer.

3. A dedicated receptacle supplying a permanently installed fire alarm or security alarm system.

4. A dedicated receptacle supplying a sump pump.”

**SECTION FIVE:** Section 15.14.060 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.14.060 Subsection 210.8 (A) (5) Exceptions ~~2 and 3~~ Added Amended – ~~GFCI protection for garage and accessory building receptacles~~ Unfinished portions or areas of the basement not intended as habitable rooms.**

Subsection 210.8 (A) (5) Exceptions ~~2 and 3~~ in the National Electric Code are hereby ~~added~~ amended to ~~the National Electrical Code and shall~~ read as follows:

**210.8 (A) (5)** ~~GFCI protection for unfinished basement receptacles~~ Unfinished portions or areas of the basement not intended as habitable rooms.

Exceptions to (A) (5): The following conditions shall not be required to have ground-fault circuit-interrupter protection:

1. A receptacle supplying only a permanently installed fire alarm or burglar alarm system.

2. A single receptacle supplying a permanently installed sump pump.

3. A single receptacle supplied by a dedicated branch circuit that is located and identified for specific use by a cord- and plug-connected appliance such as a refrigerator or freezer.

Receptacles installed under exception to 210.8 (A) (5) shall not be considered as meeting the requirements of 210.52 (G)."

**SECTION SIX:** Existing sections 15.14.010, 15.14.020, 15.14.040, 15.14.050, 15.14.060, 15.14.070, 15.14.080, and 15.14.090 are hereby repealed.

**SECTION SEVEN:** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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



(SEAL)

APPROVED AS TO FORM:

---

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.

## ORDINANCE NO. 19-XX

**AN ORDINANCE PERTAINING TO THE OLATHE ENERGY CONSERVATION CODE; ADDING SECTIONS 15.16.031, 15.16.131, 15.16.215, AND 15.16.295; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.16.010, 15.16.020, 15.16.140, 15.16.220, 15.16.250, 15.16.260, 15.16.270, 15.16.280, AND 15.16.290 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 15.16.040, 15.16.100, 15.16.120, 15.16.150, 15.16.170, 15.16.230, AND 15.16.240.**

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

**SECTION ONE:** Section 15.16.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.010 Code Adopted.**

The 2012 International Energy Conservation Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.16.030 through and including 15.16.320.”

**SECTION TWO:** Section 15.16.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.16.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-47~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.~~”

**SECTION THREE:** Section 15.16.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.16.031 Section C101.1 Amended – Title.**

Section C101.1 of the International Energy Conservation Code is hereby amended and shall read as follows:

**C101.1 Title.** The 2012 International Energy Conservation Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.16 shall be known as the Energy Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Energy Code.””

**SECTION FOUR:** Section 15.16.131 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.16.131 Section R101.1 Amended – Title.**

Section R101.1 of the International Energy Conservation Code is hereby amended and shall read as follows:

**R101.1 Title.** The 2012 International Energy Conservation Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.16 shall be known as the Energy Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Energy Code.””

**SECTION FIVE:** Section 15.16.140 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.140 Section R101.2 Exception Added – Scope.**

Section R101.2 Exception is hereby added to the International Energy Conservation Code and shall read as follows:

**R101.2 Scope.**

Exception: ~~Residential structures certified to meet or exceed the energy efficiency standards of the 2009 International Energy Conservation Code through a simulated energy performance analysis conducted by a nationally certified energy auditor (for example, a HERS rating of 85 or lower) shall be exempted from the requirements of this code. The energy auditor shall present their national certification credentials for review and approval by the Building Official prior to issuance of the permit, and no Certificate of Occupancy shall be issued for the structure until documentation from the auditor certifying 2009 International Energy Conservation Code performance compliance is submitted to and approved by the Building Official.~~ The energy efficiency of detached one- and two-family dwellings and townhouses not more than three (3) stories above grade plane in height shall be governed by the provisions of the International Residential Code as adopted in Municipal Code Chapter 15.04.”

**SECTION SIX:** Section 15.16.215 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.16.215 Section 401.2 Amended – Compliance.**

Section R401.2 of the International Energy Conservation Code is amended to read as follows:

**R401.2 Compliance.** Projects shall comply with one of the following. The permit applicant of record shall elect which compliance path will be followed at the time the permit application is made.

1. Sections R401 through R404.
2. Section R405 and the provisions of Sections R401 through R404 indicated as “mandatory.”
3. The energy rating index (ERI) approach in Section R406.

**R401.2.1 Home energy rating system (HERS).**

The ERI Index rating option can be satisfied by utilizing a HERS rater and constructing a residence that scores 80 or less on the HERS Index. All HERS ratings shall be performed by a rater accredited by the Residential Energy Services Network (RESNET/ICC). The final HERS certificate which indicates that the dwelling unit achieve a compliant HERS Index score must be submitted to the City before a Certificate of Occupancy will be issued. The final HERS certificate shall identify the project address and include the HERS raters name and contact information.

**Exception:** Equivalent ERI ratings as approved by the Building Official.”

**SECTION SEVEN:** Section 15.16.220 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.220 Table R402.1.1 Amended – Insulation and Fenestration Requirements by Component.**

Table R402.1.1 of the International Energy Conservation Code is hereby amended to read as follows:

**TABLE R402.1.1**

**INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT<sup>a</sup>**

| Climate Zone | Fenestration U-Factor <sup>b</sup> | Skylight <sup>b</sup> U-Factor | Glazed Fenestration SHGC <sup>b</sup> | Ceiling <sup>g</sup> R-Value | Wood Frame Wall R-Value | Mass Wall R-Value <sup>f</sup> | Floor R-Value | Basement Wall R-Value <sup>c</sup> | Slab <sup>d</sup> R-Value & Depth | Crawl Space <sup>e</sup> Wall R-Value |
|--------------|------------------------------------|--------------------------------|---------------------------------------|------------------------------|-------------------------|--------------------------------|---------------|------------------------------------|-----------------------------------|---------------------------------------|
| 4            | 0. <del>35</del> <sup>32</sup>     | 0.55                           | 0.4                                   | 49                           | 13                      | 13-Aug                         | 19            | 13-Oct                             | NR                                | 13-Oct                                |

For SI: 1 foot = 304.8 mm.

NR = Not Required

a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.

d. R-5 shall be added to the required slab edge R-values for heated slabs.

e. Or insulation sufficient to fill the framing cavity, R-19 minimum.

f. The second R-value applies when more than half the insulation is on the interior of the mass wall.

g. Loose-fill insulation shall be installed at the rate recommended by the manufacturer's statement "so many bags per 1,000 sq ft." Where the pitch of the roof restricts the "minimum thickness" at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the "minimum thickness" can be achieved. An alternative is to install high-density batts around the perimeter edge per R402.2."

**SECTION EIGHT:** Section 15.16.250 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.16.250 Subsection R402.4.1.2 Amended – Testing.**

Subsection R402.4.1.2 of the International Energy Conservation Code is hereby amended to read as follows:

**R402.4.1.2 Testing.** Where required by the Building Official, the building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour. Testing shall be conducted

with a blower door at a pressure of 0.2 inches w.g. (50 Pascals). ~~Where required by the Building Official, t~~Testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the Building Official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weather stripping or other infiltration control measures;
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures;
3. Interior doors, if installed at the time of the test, shall be open;
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling systems, if installed at the time of the test, shall be turned off; and
6. Supply and return registers, if installed at the time of the test, shall be fully open.”

**SECTION NINE:** Section 15.16.260 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.260 Subsection R403.2.2 Amended – Sealing (Mandatory).**

Subsection R403.2.2 of the International Energy Conservation Code is hereby amended to read as follows:

**R403.2.2 Sealing (Mandatory).** Ducts, air handlers, and filter boxes shall be sealed. Joints and seams shall comply with Section M1601.4.1 of the International Residential Code for One- and Two-Family Dwellings, as adopted by the City in accordance with Chapter 15.04 of the Olathe Municipal Code.

**Exceptions:**

1. Air-impermeable spray foam products shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially inaccessible, three screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.

3. Continuously welded and locking-type longitudinal joints and seams in ducts operating at static pressures less than two inches (2") of water column (500 Pa) pressure classification shall not require additional closure systems.

**R403.2.2.1 Duct Testing.** Where required by the Code Official, duct tightness shall be verified by either of the following:

~~1. Postconstruction test: Total leakage shall be less than or equal to 4 cfm (113.3L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.~~

~~2. Rough-in test: Total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 ft<sup>2</sup> square feet (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 3 cfm (85 L/min) per 100 square feet (9.29m<sup>2</sup>) of conditioned floor area.~~

1. Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure if installed at the time of the test. Registers shall be taped or otherwise sealed during the test.

2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be taped or otherwise sealed during the test.

**Exceptions:**

~~1. The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.~~

~~2. On the postconstruction test, it is permissible to test for "leakage to the outdoors" versus a "total leakage." Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.~~

**Exceptions:**

1. A duct air-leakage test shall not be required where the ducts and air handlers are located entirely within the building thermal envelope.

2. A duct air-leakage test shall not be required for ducts serving heat or energy recovery ventilators that are not integrated with ducts serving heating or cooling systems.

**R403.2.2.2 Duct leakage (Prescriptive).** The total leakage of the ducts, where measured in accordance with Section R403.3.3, shall be as follows:

1. Rough-in test: The total leakage shall be less than or equal to 4 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3 cubic feet per minute (85 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area.

2. Postconstruction test: Total leakage shall be less than or equal to 4 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area. On the postconstruction test, it is permissible to test for "leakage to the outdoors" versus a "total leakage." Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.

**R403.2.2.3 Sealed air handler.** Air handlers shall have a manufacturer's designation for an air leakage of no more than 2 percent of the design air flow rate when tested in accordance with ASHRAE 193.

~~1. Postconstruction test: Total leakage shall be less than or equal to 4 cfm (113.3L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.~~

~~2. Rough in test: Total leakage shall be less than or equal to 4 cfm (113.3L/min) per 100 ft<sup>2</sup> square feet (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure. All registers shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 3 cfm(85 L/min) per 100 square feet (9.29m<sup>2</sup>) of conditioned floor area.~~

**Exceptions:**

~~1. The total leakage test is not required for ducts and air handlers located entirely within the building thermal envelope.~~



~~2. On the postconstruction test, it is permissible to test for “leakage to the outdoors” versus a “total leakage.” Leakage to the outdoors shall be less than or equal to 8 cfm per 100 square feet of conditioned floor area.”~~

**SECTION TEN:** Section 15.16.270 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.270 Subsection R403.2.3 ~~Deleted~~ Amended– Building cavities (mandatory).**

Subsection R403.2.3 of the International Energy Conservation Code is hereby ~~deleted~~ amended to read as follows:

**R403.2.3 Building cavities (Mandatory).** Building framing cavities are permitted to be used as return air ducts or plenums.”

**SECTION ELEVEN:** Section 15.16.280 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.280 Subsection R403.4.2 ~~Deleted~~ Amended– Hot water pipe insulation (Prescriptive).**

Subsection R403.4.2 of the International Energy Conservation Code is hereby ~~deleted~~ amended to read as follows:

**R403.4.2 Hot water pipe insulation (Prescriptive).** Insulation for hot water piping with a thermal resistance, R-value, of not less than R-3 shall be applied to the following:

1. Piping located outside the conditioned space.
2. Piping located under a floor slab.
3. Buried piping.”

**SECTION TWELVE:** Section 15.16.290 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.16.290 Section R404.~~1~~ Amended – Lighting equipment (Mandatory).**

Section R404.~~1~~ of the International Energy Conservation Code is hereby ~~deleted~~ and replaced with a new Section R404 ~~amended~~ to read as follows:

#### **SECTION R404**

#### **LIGHTING SYSTEMS (MANDATORY)**

**R404.1 Lighting equipment (mandatory).** Fuel gas lighting systems shall not have continuously burning pilot lights.

**SECTION THIRTEEN:** Section 15.16.295 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.16.295 Section R406 Added – Energy Rating Index Compliance Alternative.**

Section R406 is hereby added to the International Energy Conservation Code and shall read as follows.

**SECTION R406**

**ENERGY RATING INDEX COMPLIANCE ALTERNATIVE**

**R406.1 Scope.** This section establishes criteria for compliance using an Energy Rating Index (ERI) analysis.

**R406.2 Mandatory requirements.** Compliance with this section requires that the provisions identified in Sections R401 through R404 indicated as “mandatory” and in Section R403.4.2 be met. The building thermal envelope shall be greater than or equal to levels of efficiency and Solar Heat Gain Coefficients in Table 402.1.1 or 402.1.3 of the 2009 International Energy Conservation Code.

**Exception:** Supply and return ducts not completely inside the building thermal envelope shall be insulated to an R-value of not less than R-6.

**R406.3 Energy rating index.** The Energy Rating Index (ERI) shall be determined in accordance with RES-NET/ICC 301 except that the ERI reference design ventilation rate shall be in accordance with Equation 11-1.

**(Equation 11-1)** Ventilation rate, CFM =  $(0.01 \times \text{total square foot area of house}) + [7.5 \times (\text{number of bedrooms} + 1)]$

Energy used to recharge or refuel a vehicle used for transportation on roads that are not on the building site shall not be included in the ERI reference design or the rated design.

**R406.4 ERI-based compliance.** Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal to the appropriate value of 80 when compared to the ERI reference design. Where on-site renewable energy is included for compliance using the ERI analysis of Section R406.4, the building shall meet the mandatory requirements of Section R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4. of the International Residential Code for One- and Two- Family Dwellings.

**R406.5 Verification by approved agency.** Verification of compliance with Section R406 shall be completed by an approved third party.

**R406.6 Documentation.** Documentation of the software used to determine the ERI and the parameters for the residential building shall be in accordance with Sections R406.6.1 through R406.6.3.

**R406.6.1 Compliance software tools.** Software tools used for determining ERI shall be Approved Software Rating Tools in accordance with RESNET/ICC 301.

**R406.6.2 Compliance report.** Compliance software tools shall generate a report that documents that the ERI of the rated design complies with Sections R406.3 and R406.4. The compliance documentation shall include the following information:

1. Address or other identification of the residential building.
2. An inspection checklist documenting the building component characteristics of the rated design. The inspection checklist shall show results for both the ERI reference design and the rated design and shall document all inputs entered by the user necessary to reproduce the results.
3. Name of individual completing the compliance report.
4. Name and version of the compliance software tool.

**Exception:** Where an otherwise identical building model is offered in multiple orientations, compliance for any orientation shall be permitted by documenting that the building meets the performance requirements in each of the four (north, east, south and west) cardinal orientations.

**R406.6.3 Additional documentation.** The code official shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the ERI reference design.
2. A certification signed by the builder providing the building component characteristics of the rated design.
3. Documentation of the actual values used in the software calculations for the rated design.

**R406.6.4 Specific approval.** Performance analysis tools meeting the applicable sections of Section R406 shall be approved. Documentation demonstrating the approval of performance analysis tools in accordance with Section R406.6.1 shall be provided.

**R406.6.5 Input values.** Where calculations require input values not specified by Sections R402, R403, R404 and R405, those input values shall be taken from RESNET/ICC 301.”

**SECTION FOURTEEN:** Existing sections 15.16.010, 15.16.020, 15.16.040, 15.16.100, 15.16.120, 15.16.140, 15.16.150, 15.16.170, 15.16.220, 15.16.230, 15.16.240, 15.16.250, 15.16.260, 15.16.270, 15.16.280, and 15.16.290 are hereby repealed.

**SECTION FIFTEEN:** 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:

\_\_\_\_\_  
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.

## ORDINANCE NO. 19-XX

**AN ORDINANCE PERTAINING TO THE OLATHE SWIMMING POOL AND SPA CODE; ADDING SECTIONS 15.20.031 AND 15.20.065; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.20.010, 15.20.020, 15.20.040, 15.20.060, 15.20.070, AND 15.20.080 AND REPEALING THE EXISTING SECTIONS.**

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

**SECTION ONE:** Section 15.20.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.010 Code Adopted.**

The ~~2012~~ 2018 International Swimming Pool and Spa Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.20.030 through and including 15.20.110.”

**SECTION TWO:** Section 15.20.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.20.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~42-49~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.20.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.20.031 Section 101.1 Amended – Title**

Section 101.1 of the International Swimming Pool and Spa Code is hereby amended and shall read as follows:

[\[A\] 101.1 Title. The 2018 International Swimming Pool and Spa Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.20 shall be known as the Swimming Pool and Spa Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Pool Code.”](#)”

**SECTION FOUR:** Section 15.20.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.040 Section 101.5 Added – Administration.**

Section 101.5 is hereby added to the International Swimming Pool and Spa Code and shall read as follows:

**101.5 Administration.** The administrative and enforcement provisions for this code shall be those provisions of Chapter 1 of the ~~2012~~ International Building Code as adopted by the City in accordance with Chapter 15.02 of the Olathe Municipal Code.”

**SECTION FIVE:** Section 15.20.060 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.060 Subsection 305.2.1 Amended – Barrier height and clearances.**

Subsection 305.2.1 of the International Swimming Pool and Spa Code is hereby amended to read as follows:

**305.2.1 Barrier heights and clearances.** Barrier heights and clearances shall be in accordance with all of the following:

1. Every semi-public or public swimming pool built shall be surrounded by a fence at least six (6) feet height. The type of fence material and the location of the fence shall be approved by the Building Official.

2. The top of the barrier for pools constructed on lots of buildings governed by the International Residential Code shall be not less than forty-eight (48) inches above grade. All other barriers shall be not less than seventy-two (72) inches above grade where measured on the side of the barrier that faces away from the ~~aquatic vessel~~ pool or spa. Such height shall exist around the entire perimeter of the ~~vessel~~ barrier and for a distance of ~~3 feet~~ where thirty-six (36) inches measured horizontally from the outside of the required barrier.

3. The vertical clearance between grade and the bottom of the barrier shall not exceed two (2) inches ~~(51 mm)~~ for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the ~~vessel~~ pool or spa.

4. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed four (4) inches ~~(102 mm)~~ where measured on the side of the required barrier that faces away from the ~~vessel~~ pool or spa.

5. Where the top of the ~~vessel~~ pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the ~~vessel~~ pool or spa structure. Where the barrier is mounted on the top of the ~~vessel~~ pool or spa, the vertical clearance between the top of the ~~vessel~~ pool or spa and the bottom of the barrier shall not exceed four (4) inches ~~(102 mm)~~.”

**SECTION SIX:** Section 15.20.065 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.20.065 Section 305.4 Amended – Structure wall as a barrier.**

Section 305.4 of the International Pool and Spa Code is hereby amended and shall read as follows.

**305.4 Structure wall as a barrier.** Where a wall of a dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. For one- and two-family dwellings, operable basement and grade level windows having a lock height of less than forty-eight (48)-inches above the indoor finished floor and all doors shall have a whole house security system, or other approved alarm that produces an audible warning when the window or door is opened.

2. In other than one- and two-family dwellings, operable windows having a sill height of less than forty-eight (48) inches above the indoor finished floor and doors shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. In dwellings or structures not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located fifty-four (54) inches or more above the finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than fifty-four (54) inches and not less than forty-eight (48) inches above the finished floor.

3. A safety cover that is listed and labeled in accordance with ASTM F1346 is installed for the pools and spas.

4. An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1, 2 or 3 as applicable.”

**SECTION SEVEN:** Section 15.20.070 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.070 Subsection 321.1.1 Added – ~~Maintenance~~ or Lighting operation.**

Subsection 321.1.1 is hereby added to the International Swimming Pool and Spa Code and shall read as follows:

**321.1.1 ~~Maintenance~~ or Lighting operation.** No artificial lighting shall be maintained or operated in connection with any swimming pool herein authorized in such manner as to be a nuisance or annoyance to the neighboring properties.”

**SECTION EIGHT:** Section 15.20.080 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.20.080 Section 401.1 Amended – Public swimming pools.**

Section 401.1 of the International Swimming Pool and Spa Code is hereby amended to read as follows:

**401.1 Public swimming pools.** The provisions of this chapter shall apply to public swimming pools. Public swimming pools covered in this chapter include Class A, Class B, Class C, ~~and~~ Class E, and Class F pools.

**401.1.1 Lifeguard required.** All semi-public or public pools which make a charge for membership, admission, season ticket or for training shall provide a sufficiently skilled individual to act as lifeguard and supervisor at all times.

**401.1.2 Hours of operation.** All semi-public or public swimming pools shall not operate or be used between the hours of 10:30 PM and 6:00 AM.

**401.1.3 Operation as a nuisance prohibited.** All swimming pools herein authorized shall be used, maintained and operated in a manner that shall not constitute a public nuisance in the neighborhood where operated, and any continued infringement thereof or unreasonable noises shall constitute a public nuisance.

**401.1.4 Safety equipment – inspection.** Each pool, whether private, semi-public or public shall furnish safety equipment as may be



required by the State Board of Health or the Code Official. All pools may be inspected by the City.”

**SECTION NINE:** Existing sections 15.20.010, 15.20.020, 15.20.040, 15.20.060, 15.20.070, and 15.20.080 are hereby repealed.

**SECTION TEN:** 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:

\_\_\_\_\_  
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.

## ORDINANCE NO. 19-XX

**AN ORDINANCE PERTAINING TO THE OLATHE PROPERTY MAINTENANCE CODE; ADDING SECTIONS 15.22.031, 15.22.035, 15.22.043, 15.22.047, 15.22.063, 15.22.072, 15.22.073, 15.22.075, 15.22.076, 15.22.078, 15.22.083, 15.22.085, 15.22.086, 15.22.105, 15.22.123, AND 15.22.124; AMENDING OLATHE MUNICIPAL CODE SECTIONS 15.22.010, 15.22.020, 15.22.040, 15.22.050, 15.22.060, 15.22.070, 15.22.080, 15.22.090, AND 15.22.100 AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 15.22.110 AND 15.22.125 AND CHAPTER 15.38, SECTIONS 15.38.010 THROUGH 15.38.270, INCLUSIVE.**

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

**SECTION ONE:** Section 15.22.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.010 Code Adopted.**

The ~~2012~~ 2018 International Property Maintenance Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 15.22.030 through and including 15.22.140.”

**SECTION TWO:** Section 15.22.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section 15.22.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~12-50~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official~~

~~copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient.”~~

**SECTION THREE:** Section 15.22.031 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.031 Section 101.1 Amended – Title.**

Section 101.1 of the International Property Maintenance code is hereby amended to read as follows.

**[A] 101.1 Title.** The 2018 International Property Maintenance Code and the deletions, changes, and additions contained in the Olathe Municipal Code, Chapter 15.22 shall be known as the Property Maintenance Code of the City of Olathe, Kansas, hereinafter referred to as “this code” or “the Property Maintenance Code.”

**SECTION THREE:** Section 15.22.035 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.035 Section 101.2 Amended – Scope.**

Section 101.2 of the International Property Maintenance Code is hereby amended to read as follows.

**101.2 Scope.** The Governing Body finds that there exists structures and lands within the City which have a blighting influence on surrounding properties and neighborhoods. These structures and lands cause blight because walls, sidings or exteriors are not painted or properly maintained; there is inadequate maintenance of building trim, windows, doors roofing, guttering foundations and detached structures; and there exists unsightly stored or parked material, equipment, supplies, machinery, inoperable trucks or automobiles, or parts thereof, upon the property. The Governing Body further deems it necessary to require or cause such structures and lands to be adequately maintained. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises. It constitutes minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner’s authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.”

**SECTION FOUR:** Section 15.22.040 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.040 Section 103.1 Amended Deleted—Department of Property Maintenance Inspection. General.**

Section 103.1 of the International Property Maintenance Code is hereby ~~deleted~~ amended and shall read as follows.

**[A] 103.1 Creation of enforcement agency.** The department of property maintenance is hereby created within the jurisdiction under the direction of the Chief Building Official. The Community Risk Reduction Section – Community Enhancement Division within the Olathe Fire Department shall be established as the department of property maintenance where referenced by this Code.”

**SECTION FIVE:** Section 15.22.043 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.043 Section 103.2 Deleted – Appointment.**

Section [A] 103.2 of the International Property Maintenance Code is hereby deleted.”

**SECTION SIX:** Section 15.22.047 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.047 Section 103.5 Deleted – Fees.**

Section [A] 103.5 of the International Building Code is hereby deleted.”

**SECTION SEVEN:** Section 15.22.050 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.050 Section 106.1 Amended – ~~Violations~~ Unlawful Acts.**

Section 106.1 of the International Property Maintenance Code is hereby amended to read as follows:

~~SECTION 106~~

~~VIOLATIONS~~

**106.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation, whether as owner, lessee, sublessee, or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this code or any order issued by the Building Official hereunder. ~~Any person violating the provisions of this section shall be guilty of a misdemeanor for each day such violation continues and shall be punished as provided in Section 1.16.010 of the Olathe Municipal Code.~~

**SECTION EIGHT:** Section 15.22.060 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.060 Section ~~107.5~~106.4 Amended – Penalties.**

Section ~~107.5~~106.4 of the International Property Maintenance Code is hereby amended to read as follows:

~~**107.5106.4 Violation Penalties.** Any person, firm or corporation violating the provisions of this code, or fail to comply with any of the requirements thereof, shall be guilty of a misdemeanor and subject to penalties for the first conviction by a fine of not more than Two Hundred Fifty Dollars (\$250.00); for a second conviction within two (2) years thereafter such person shall be punished by a fine of not more than Five Hundred Dollars (\$500.00); and upon a third or subsequent conviction within two (2) years after the first conviction such person shall be punished by a fine of not more than One Thousand Dollars (\$1000.00). Any person who violates the provisions of this code, or fail to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor for each day such violation continues. Penalties for noncompliance with orders and notices shall be as set forth in Section 1.16.010 of the Olathe Municipal Code.”~~

**SECTION NINE:** Section 15.22.063 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.063 Section 107.2 Amended – Form.**

Section 107.2 of the International Property Maintenance Code is hereby amended to read as follows.

**107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following.

1. Be in writing
2. Include a description of the property sufficient for identification of the owner's property.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the structure or premise into compliance with the provisions of this code.
  - (a). Unless specified otherwise in 107.2.4(b) or 301.4, the order shall stipulate that all required permits be secured therefore, and the work physically commenced within sixty (60) days, weather permitting, from the date of the notice and order and completed within such time as the code official shall determine is reasonable under all the circumstances.
  - (b). For nuisance, sanitation, health and safety violations including, but not limited to provisions in 302.1, 302.2, 302.4, 302.5, 302.8, 302.9 and Chapters 4, 5, 6, and 7; the order shall stipulate the violation must be corrected within (10) days from the date of the notice and order.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Provide the owner or authorized agent with an information sheet listing the programs available to the public to help defray the costs of remedying a violation.
7. Include a statement of the right to file a lien in accordance with Section 106.3."

**SECTION TEN:** Section 15.22.070 of the Olathe Municipal Code is hereby amended to read as follows:

**"15.22.070 Section 111 Amended – Means of Appeal.**

Section 111 of the International Property Maintenance Code is hereby repealed and replaced with a new Section 111 ~~amended~~ to read as follows:

**SECTION 111**

## MEANS OF APPEAL

### BOARD OF APPEALS

[A] 111.1 Applications for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 10 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.2 Board of Appeals established. An application for appeals of orders, decisions or determinations made by the code official shall be made to the Board of Code Review as established and described in Olathe Municipal Code Section 15.02.210.

~~111.1 Board of Code Review. A Board of Code Review shall be created and empowered to act as an appeals board in order to provide reasonable interpretation of the provisions of this code, to mitigate specific provisions of this code which creates practical difficulties in their enforcement, and to hear appeals provided for hereunder. Copies of all rules of procedures adopted by the board shall be delivered to the Chief Building Official, who shall make them accessible to the public.~~

~~111.2 Procedures for Conduct of Hearing Appeals.~~

~~A. Hearing. The board shall conduct all hearings.~~

~~B. Record. A record of the entire proceedings shall be made by audio recording, or by any other means of permanent recording determined to be appropriate by the board.~~

~~C. Continuances. The board may grant continuances for good cause shown.~~

~~D. Oaths. In any proceedings under this chapter, the board, or any board member, has the power to administer oaths and affirmations to certify to official acts.~~

~~E. Reasonable Dispatch. The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.~~

~~111.3 Form of Notice of Hearing. The notice to appellant shall be substantially in the following form, but may include other information:~~

~~You are hereby notified that a hearing will be held before the Board of Code Review at \_\_\_\_\_, on the day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_.~~

~~\_\_\_\_\_~~, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

#### ~~111.4 Conduct of Hearing.~~

~~A. Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.~~

~~B. Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.~~

~~C. Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.~~

~~D. Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.~~

~~E. Rights of Parties. Each party shall have these rights, among others:~~

- ~~1. To call and examine witnesses on any matter relevant to the issues of the hearing;~~
- ~~2. To introduce documentary and physical evidence;~~
- ~~3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;~~
- ~~4. To impeach any witness regardless of which party first called him/her to testify;~~
- ~~5. To rebut the evidence against him/her;~~
- ~~6. To represent himself/herself or to be represented by anyone of his/her choice who is lawfully permitted to do so.~~

~~F. Official Notice.~~

- ~~1. What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by~~



~~the courts of this state or of official records of the board or departments and ordinances of the City or rules and regulations of the board.~~

~~2. Parties to be notified. Parties at the hearing shall be informed of the matters to be noticed, and these matters shall be noted on the record, referred to therein, or appended thereto.~~

~~3. Opportunity to refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the board.~~

~~4. Inspection of the premises. The board may inspect any building or premises involved in the appeal during the course of the hearing, provided that~~

~~a. notice of inspection shall be given to the parties before the inspection is made,~~

~~b. the parties are given an opportunity to be present during the inspection, and~~

~~c. the board shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board or hearing examiner.~~

#### ~~111.5 Method and Form of Decision.~~

~~A. Hearing Before the Board. When a contested case is heard before the board, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.~~

~~B. Form of Decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by certified mail, postage prepaid, return receipt requested.~~

~~C. Effective Date of Decision. The effective date of the decision shall be as stated therein."~~

**SECTION ELEVEN:** Section 15.22.072 is hereby added to the Olathe Municipal Code and shall read as follows:

#### **"15.22.072 Section 301.4 Added – Repairs after casualty damage.**

Section 301.4 is hereby added to the International Property Maintenance Code and shall read as follows.

**301.4 Repairs after casualty damage.** Within a period of ninety (90) days after casualty damage to any premises, the owner and operator shall take the following steps.

(A) Contract for the repair and restoration of damage areas and removal of debris.

(B) Contract for the demolition and removal of any part of the premises not to be repaired and restored and for the removal of debris in connection therewith.

Should an adjustment of insurance claims take longer than ninety (90) days, the Building Official or their designee may grant an extension in the period of time needed to comply with this section.

**SECTION TWELVE:** Section 15.22.073 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.073 Section 301.5 Added – Repairs.**

Section 301.5 is hereby added to the International Property Maintenance Code and shall read as follows.

**301.5 Repairs.** - All repairs shall utilize materials compatible with the remaining undamaged surfaces and recognized as acceptable materials pursuant to the Building Code or Unified Development Ordinance.”

**SECTION THIRTEEN:** Section 15.22.075 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.075 Section 302.1.1 Added – Animal sanitation.**

Section 302.1.1 is hereby added to the International Property Maintenance Code and shall read as follows.

**302.1.1 Animal Sanitation.** No excessive accumulation of animal waste shall be permitted on any property. Animal wastes shall not be disposed of in an open ditch or storm drain. Property owners or occupants of land shall be responsible for the proper burial or disposal of dead animals.”

**SECTION FOURTEEN:** Section 15.22.076 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.076 Section 302.1.2 Added – Unsanitary premises.**

Section 302.1.2 is hereby added to the International Property Maintenance Code and shall read as follows.

**302.1.2 Unsanitary premises.** No owner, occupant or other person shall allow the accumulation of garbage or refuse on any land which causes or creates a foul, unhealthy or offensive smell, or in which disease-carrying insects, rodents or other vermin may breed, or may reasonably be expected to breed. For the purposes of this section the word “garbage” shall mean animal and vegetable waste resulting from the handling, preparation, cooking, storage, or consumption of food. The word “refuse” shall mean all putrescible and non-putrescible solid wastes, including garbage, rubbish, debris, ashes, street cleanings, dead animals, abandoned or inoperable automobiles, abandoned or inoperable household appliances, movable furniture not designed for or modified to withstand the elements and outdoor use, and industrial wastes.”

**SECTION FIFTEEN:** Section 15.22.078 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.078 Section 302.3 Amended – Hard surfaces, walkways and driveways.**

Section 302.3 of the International Property Maintenance Code is hereby amended and shall read as follows.

**302.3 Hard surfaces, sidewalks and driveways.** Hard surfaces, sidewalks, walkways, stairs, driveways, parking lots and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. For the purposes of this section, the term “safety hazard” shall include but not be limited to a paved surface which is broken, buckled, heaved, collapsed or missing to the degree that vehicles using the surface are at risk of being damaged or pedestrians walking on the surface are at risk of falling or tripping.”

**SECTION SIXTEEN:** Section 15.22.080 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.080 Section 302.4 Amended ~~Deleted–ExteriorPropertyAreas~~ Land Maintenance.**

Section 302.4 of the International Property Maintenance Code is hereby ~~deleted~~ repealed and replaced with a new Section 302.4 to read as follows:

**302.4 Land Maintenance.** Land, whether vacant or occupied by structures, shall be maintained in such manner to be free of conditions that constitute health and safety hazards, encourage abuse and trespassing by others, create a blighting effect in the neighborhood or otherwise adversely affect adjacent properties.”

**SECTION SEVENTEEN:** Section 15.22.083 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.083 Section 302.7 Amended – Accessory Structures.**

Section 302.7 of the International Property Maintenance Code is hereby amended to read as follows.

**302.7 Accessory structures.** Accessory structures, including detached garages, outbuildings, sheds, fences, and walls, shall be maintained structurally sound and in good repair. Areas that are leaning, buckling, sagging or deteriorating shall be repaired or replaced with materials compatible with the undamaged portions of the fence or removed.

Such screening shall be constructed and maintained in accordance with applicable City codes and shall be adequate to prevent substantial viewing of the enclosed objects from any place within the adjacent property or any structure located on that property.

Notwithstanding any other applicable provisions, permitted items, objects or structures shall occupy no more than twenty percent (20%) of the allowable outside storage area. In measuring the area occupied by such items, objects or structures to determine if the permitted twenty percent (20%) is exceeded, a rectangle shall be constructed to include all points where any such item, object or structure is located, and the area shall be calculated to include all that area within the rectangle. This method of calculating area shall not apply to those items specifically authorized in subsections (a), (b) or (c) above.”

**SECTION EIGHTEEN:** Section 15.22.085 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.085 Section 302.8 Amended – Outdoor storage – one- and two-family dwellings.**

Section 302.8 of the International Property Maintenance Code is hereby repealed, and a new Section 302.8 is added and shall read as follows.

**“302.8 Outdoor Storage - One and Two-Family Dwellings.** No property owner or resident shall allow the placement, storage, installation or construction of any item, object or structure on any property zoned or used for a single-family or two-family residence except as specifically and explicitly permitted by this section. The following items, objects or structures are permitted:

(A) Any item, object or structure permitted under the applicable provisions of the Unified Development Ordinance and Municipal Code, in full compliance with the authorizing provision. The intent of this subsection is to permit only those items specifically permitted under the applicable zoning district regulations or the applicable accessory use regulations.

(B) Authorized trash containers stored and maintained in compliance with the requirements of Chapter 6.04 of the Olathe Municipal Code.

(C) Firewood, neatly stacked, provided that such storage shall not occur at any location on the property that is closer to a street than the nearest primary wall surface of the residence. For the purposes of this section, “primary wall surface” shall mean any exterior wall surface of the residence that is visible from the street and not perpendicular to the street, but excluding porches, carports and minor building projections such as fireplaces or bay windows.

All other items. Any item, object or structure not specifically authorized in subsections (a), (b) or (c) must be located within a fully enclosed structure, or within the back yard and substantially screened from view from any adjacent property.

The Chief Planning Official may approve mature landscape materials as an acceptable screen if they determine that it provides the substantial equivalent of approved fence or wall materials. Materials for a fence or wall shall be of a type, material and quality compatible with the immediate neighborhood, as determined by the Chief Planning Official. Such screening shall be constructed and maintained in accordance with applicable City codes and shall be adequate to prevent substantial viewing of the enclosed

objects from any place within the adjacent property or any structure located on that property.

Notwithstanding any other applicable provisions, permitted items, objects or structures shall occupy no more than twenty percent (20%) of the allowable outside storage area. In measuring the area occupied by such items, objects or structures to determine if the permitted twenty percent (20%) is exceeded, a rectangle shall be constructed to include all points where any such item, object or structure is located, and the area shall be calculated to include all that area within the rectangle. This method of calculating area shall not apply to those items specifically authorized in subsections (a), (b) or (c) above."

**SECTION NINETEEN:** Section 15.22.086 is hereby added to the Olathe Municipal Code and shall read as follows:

**"15.22.086 Section 302.9 Amended – Outdoor storage – other property.**

Section 302.9 of the International Property Maintenance Code is hereby repealed, and a new Section 302.9 is added and shall read as follows.

**302.9 Outdoor storage – other property.** No property owner or occupant shall allow the placement, storage, installation or construction of any item, sales inventory, object or structure on any property other than that property zoned or used for a single-family or two-family residence except as specifically and explicitly permitted by this section. The following items, objects or structures are permitted:

(A) Any item, sales inventory, object or structure permitted under the applicable provisions of the Unified Development Ordinance and Municipal Code, in full compliance with the authorizing provision. The intent of this subsection is to permit only those items specifically permitted under the applicable zoning district regulations or the applicable accessory use regulations.

(B) Authorized trash containers stored and maintained in compliance with the requirements of Chapter 6.04 of the Olathe Municipal Code."

**SECTION TWENTY:** Section 15.22.090 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.090 Section 303 ~~Deleted~~Amended – Swimming Pools, Spas and Hot Tubs.**

Section 303 of the International Property Maintenance Code is hereby ~~deleted~~amended and shall read as follows:

### **SECTION 303**

#### **SWIMMING POOLS, SPAS, HOT TUBS, PONDS AND RESERVOIRS**

**303.1. Pools of water.** Ponds, reservoirs, swimming pools, hot tubs or other receptacles of water shall be maintained in a clean and sanitary conditions and in good repair. They shall be maintained free of trash, debris, garbage or other effluvia, and shall not serve as breeding ground for insects or other vectors.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be completely surrounded by a fence or barrier. Barrier height shall meet the requirements of the Swimming Pool and Spa Code. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** Spas or hot tubs with a safety cover that com-plies with ASTM F1346 shall be exempt from the provisions of this section.”

**SECTION TWENTY-ONE:** Section 15.22.100 of the Olathe Municipal Code is hereby amended to read as follows:

**“15.22.100 Section 304.5 ~~Deleted~~ Amended ~~Exterior—Structure~~  
Foundation.**

Section 304.5 of the International Property Maintenance Code is hereby ~~deleted~~amended and shall read as follows. (Ord. 12-50 § 2, 2012.)

**304.5 Foundation walls.** Foundation walls shall be maintained plumb and higher than the adjacent ground level. They shall be free from open cracks, breaks and holes except for necessary ventilation holes. If ventilation holes are needed, the holes shall be adequately screened to prevent entry by rodents and other pests. The foundation elements shall fully support the structure as intended. Any repair or replacement necessitated by this section shall be accomplished with materials that are compatible with the remaining foundation.”

**SECTION TWENTY-TWO:** Section 15.22.105 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.105 Section 304.14 Amended – Insect Screens.**

Section 304.14 of the International Property Maintenance Code is hereby amended and shall read as follows.

**304.14 Insect screens.** During the period from May 1 to September 30, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.”

**SECTION TWENTY-THREE:** Section 15.22.123 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.123 Section 602.3 Amended – Heat Supply.**

Section 602.3 of the International Property Maintenance Code is hereby amended and shall read as follows.

**602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming units, dormitory or guestroom during the period from October 1 to April 30, shall provide facilities capable of maintaining a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

**Exception:** When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum



room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.”

**SECTION TWENTY-FOUR:** Section 15.22.124 is hereby added to the Olathe Municipal Code and shall read as follows:

**“15.22.124 Section 602.4 Amended – Occupiable Work Spaces.**

Section 602.4 of the International Property Maintenance Code is hereby amended and shall read as follows.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be provided with active or passive space heating systems capable of maintaining an indoor temperature of not less than 68°F at a point three (3) feet above the floor on the design heating day.

Exceptions: Space heating systems are not required for:

1. Interior spaces where the primary purpose of the space is not associated with human comfort.
2. Group F, H, S or U occupancies.
3. Areas in which persons are primarily engaged in vigorous activities.”

**SECTION TWENTY-FIVE:** Existing sections 15.22.010, 15.22.020, 15.22.040, 15.22.050, 15.22.060, 15.22.070, 15.22.080, 15.22.090, 15.22.100 15.22.110, 15.22.125, and Chapter 15.38, Sections 15.38.010 through 15.38.270, inclusive are hereby repealed.

**SECTION TWENTY-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:

---

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.

## ORDINANCE NO. 19-XX

**AN ORDINANCE PERTAINING TO THE OLATHE FIRE CODE; ADDING SECTIONS 16.05.075, 16.05.101, 16.05.135, 16.05.145, 16.05.155, 16.05.175, 16.05.185, 16.05.192, 16.05.194, 16.05.196, 16.05.198, 16.05.205, 16.05.212, 16.05.215, 16.05.217, 16.05.282, 16.05.284, 16.05.285, 16.05.286, 16.05.288, 16.05.289, 16.05.305, 16.05.341, 16.05.351, 16.05.361, 16.05.373, 16.05.375, 16.05.377, 16.05.381, 16.05.385, 16.05.405, AND 16.05.440; AMENDING OLATHE MUNICIPAL CODE SECTIONS 16.05.010, 16.05.020, 16.05.030, 16.05.050, 16.05.060, 16.05.065, 16.05.070, 16.05.140, 16.05.150, 16.05.180, 16.05.190, 16.05.200, 16.05.210, 16.05.220, 16.05.250, 16.05.260, 16.05.270, 16.05.280, 16.05.290, 16.05.300, 16.05.340, 16.05.370, AND REPEALING THE EXISTING SECTIONS; ALSO REPEALING SECTIONS 16.05.080, 16.05.090, 16.05.100, 16.05.110, 16.05.120, 16.05.130, 16.05.160, 16.05.240, 16.05.320, 16.05.330, 16.05.350, 16.05.360, 16.05.410, AND 16.05.420.**

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

**SECTION ONE:** Section 16.05.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.010 Fire Code Adopted.**

The ~~2012~~ 2018 International Fire Code, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-~~5795~~ is adopted by reference and made a part of this chapter as if fully set out, save and except such parts or portions thereof as are specifically deleted, added or changed in Sections 16.05.030 through and including 16.05.~~430~~440.”

**SECTION TWO:** Section 16.05.020 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.020 Marked Copies of Code on File.**

There shall be not less than one (1) copy of the code adopted by reference in Section kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, and which shall be marked or stamped, “Official Copy as Incorporated by Ordinance No. ~~42-52~~ 19-XX with all sections or portions thereof intended to be omitted clearly marked to show any such deletion or change, and filed with the City Clerk and open to inspection and available to the public at all reasonable hours. ~~The Fire Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance~~

~~shall be supplied, at the cost of the City, such number of official copies of such standard ordinance similarly marked, deleted and changed as may be deemed expedient."~~

**SECTION THREE:** Section 16.05.030 of the Olathe Municipal Code is hereby amended to read as follows:

**"16.05.030 Fire Department Inspection Division – Established Duties.**

The Fire Code shall be enforced by the Community Risk ~~Management Division~~ Reduction Section in the Fire Department of the City of Olathe, which is established and ~~which~~ shall be operated under the supervision of the ~~chief~~ Chief of the Fire Department."

**SECTION FOUR:** Section 16.05.050 of the Olathe Municipal Code is hereby amended to read as follows:

**"16.05.050 Subsection [A] 101.2.1 Amended – Appendices.**

Subsection [A] 101.2.1 of the International Fire Code is hereby amended to read as follows:

**[A] 101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

**[A] 101.2.1.1 Appendices ~~B, C, and D~~ Adopted.** The following appendices contained in the International Fire Code are hereby adopted:

Appendix B – Fire Flow Requirements for Buildings

Appendix C – Fire Hydrant Locations and Distribution

Appendix D – Fire Apparatus Access Roads

[Appendix H – Hazardous Materials Management Plan \(HMMP\) and Hazardous Materials Inventory Statement \(HMIS\) Instructions](#)

[Appendix I – Fire Protection Systems – Noncompliant Conditions](#)"

**SECTION FIVE:** Section 16.05.060 of the Olathe Municipal Code is hereby amended to read as follows:

**"16.05.060 Section [A] 102.7 Amended – Referenced codes and standards.**

Subsection [A] 102.7 of the International Fire Code is hereby amended to read as follows:

**[A] 102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 80 except as provided in Section [A] 102.7.3, and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections [A] 102.7.1 and [A] 102.7.2.

**[A] 102.7.1 Differences.** Where differences occur between provisions of this code and referenced codes and standards, the most restrictive provisions shall apply.

**[A] 102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the most restrictive provisions, as applicable, shall take precedence over all other provisions.

**[A] 102.7.3 Amended codes and standards.** The ~~standard reference numbers~~ [edition of the](#) ~~of the~~ following codes and standards shall apply in lieu of the standard reference number of the same codes and standards listed in Chapter 80:

~~NFPA 13-2013 (Installation of Sprinkler Systems)~~

~~NFPA 13D-2013 (Installation of Sprinkler Systems in One and Two-family Dwellings and Manufactured Homes)~~

~~NFPA 13R-2013 (Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height)~~

~~NFPA 24-2013 (Installation of Private Fire Service Mains and Their Appurtenances)~~

~~NFPA 72-2013 (National Fire Alarm Code)~~

[1. NFPA 495-2013](#) (Explosive Materials Code) [as adopted and amended by the State of Kansas – Office of the Kansas State Fire Marshal in Kansas Administrative Regulations \(K.A.R.\) 22-4-5.](#)

**[A] 102.7.3.1 Explosive Materials Code.** [NFPA 495-2013 is further amended as follows:](#)

[\(1\) Each citation in NFPA 495 to the following Standards shall mean the edition adopted by reference in Chapter 16.05 of the Olathe Municipal Code:](#)

[\(A\) NFPA 13, “Standard for the Installation of Sprinkler Systems”; and](#)

[\(B\) NFPA 70, “National Electric Code.”](#)

[\(C\) NFPA 1123, “Code for Fireworks Display”;](#)

(D) NFPA 1124, “Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles”; and

(E) NFPA 1126, “Standard for the Use of Pyrotechnics Before a Proximate Audience.”

(3) Each citation of NFPA 1, “Fire Code,” shall be replaced by “the 2018 International Fire Code (IFC) as adopted and amended in Chapter 16.05 of the Olathe Municipal Code.”

(4) Each citation of NFPA 5000, “Building Construction and Safety Code,” shall be replaced by “the 2018 International Building Code (IBC) as adopted and amended in Chapter 15.02 of the Olathe Municipal Code.”

~~(a)~~

~~The following provisions shall be excluded from NFPA 495-2013:~~

~~(1) All material before chapter 1 and all annexes;~~

~~(2) chapters 2, 8, and 12;~~

~~(3)~~

~~(A) The last sentence of section 1.3.1;~~

~~(B) Sections 1.4 through 1.4.3; and~~

~~(C) Section 1.6;~~

~~(4)~~

~~(A) The last sentence of section 3.1;~~

~~(B) Section 3.2.1; and~~

~~(C) Sections 3.2.3 through 3.2.7;~~

~~(5)~~

~~(A) Section 4.1.7;~~

~~(B) Sections 4.2.3.1 through 4.2.3.3;~~

~~(C) Sections 4.7.2 through 4.7.4;~~

~~(D) Section 4.8.2; and~~

~~(E) Section 4.10.2;~~

~~(6) Section 5.2.13.2;~~

~~(7)~~

~~(A) Sections 6.3 through 6.3.5; and~~

~~(B) Sections 6.6 through 6.6.8;~~

~~(8) Sections 7.3 through 7.3.2;~~

~~(9) Section 10.3.8.1;~~

~~(10) Section 11.4.3;~~

~~(11) Section 13.1.2; and~~

~~(12)~~

~~(A) Sections 14.1 through 14.3.8;~~

~~(B) Sections 14.4.1 through 14.4.4; and~~

~~(C) Sections 14.4.8 through 14.5.9.~~

~~(b) The following modifications shall be made to NFPA 495-2013:~~

~~(1) Section 1.3.2 shall be replaced with the following: "This code shall not apply to the transportation and use of military explosives by federal or state military agencies, nor shall this code apply to the use of explosive materials by federal, state, or municipal agencies while engaged in public safety functions, except that state and municipal agencies shall be subject to the storage, recordkeeping, and permitting requirements of this code."~~

~~(2) In section 1.3.5, the phrase "as defined in NFPA 1122, Code for Model Rocketry; NFPA 1125, Code for the Manufacture of Model Rocket and High Power Rocket Motors; and NFPA 1127, Code for High Power Rocketry" shall be deleted.~~

~~(3) The following text shall be added after section 1.3.6:~~

~~"This code shall not apply to small arms ammunition and components of small arms ammunition, but this code shall apply to the manufacture of smokeless propellants and black powder substitutes and to smokeless propellants and black powder substitutes not designed for use in small arms ammunition.~~

~~"This code shall not apply to commercially manufactured black powder in quantities not to exceed fifty pounds, percussion caps, safety and pyrotechnical fuses, quills, quick and slow matches, and friction primers, intended to be used solely for sporting, recreational, or cultural purposes in antique firearms as defined in 18 U.S.C. § 921(a)(16) or in antique devices exempted from the term "destructive device" in 18 U.S.C. § 921(a)(4).~~

~~“This code shall not apply to the use, storage, or transportation of precursor chemicals used for agricultural purposes other than blasting, or to fertilizers and fertilizer materials regulated by the Kansas department of agriculture pursuant to K.S.A. 2-1201 et seq., and amendments thereto, except that thefts of ammonium nitrate shall be reported to the office of the state fire marshal and to a local law enforcement authority within 24 hours of discovering the theft.”~~

~~(4) In section 3.2.2, the definition of “Authority Having Jurisdiction (AHJ)” shall be replaced with the following: “The state fire marshal or designee, except when the context indicates that the term is referring to a local fire department or law enforcement agency.”~~

~~(5) In section 3.3.8, the definition of blasting agent shall be replaced with the following: “Any material or mixture, consisting of fuel and oxidizer, intended for blasting, not otherwise defined as an explosive, provided that the finished product, as mixed for use or shipment, cannot be detonated by means of a numbered 8 test blasting cap when unconfined.”~~

~~(6) Section 3.3.20 shall be replaced with the following: “Explosive. Any chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. The term shall also include two or more precursor chemicals sold or possessed together that if mixed or combined would constitute a binary explosive.”~~

~~(7) Section 3.3.49 shall be replaced with the following: “Small arms ammunition and components of small arms ammunition. Small arms ammunition or cartridge cases, primers, or smokeless propellants designed for use in small arms, including percussion caps, and 3/32 inch and other external burning pyrotechnic hobby fuses. The term shall not include black powder, but shall include black powder substitutes provided the propellant is a component of small arms ammunition.”~~

~~(8) Section 4.2.1 shall be replaced with the following: “No person shall be in possession of explosive materials, or conduct an operation or activity requiring the use of explosive materials, or perform or supervise the loading and firing of explosive materials without first obtaining the correct permit or permits from the state fire marshal.”~~

~~(9) Section 4.2.4 shall be replaced with the following: “Each permitted manufacturer, distributor, and user in the state shall maintain continuous general liability coverage that includes coverage for intentional blasting of not less than \$1,000,000 from an insurance company authorized by the Kansas insurance department to do business in Kansas and shall annually provide proof of this insurance to the state fire marshal.”~~



~~(10) Section 4.3.1 shall be replaced with the following sentence: “Before a person conducts an operation or activity that uses explosive materials in the state, the person shall obtain a user permit from the state fire marshal.”~~

~~(11) Section 4.3.2 shall be replaced with the following sentence: “Before an individual performs or supervises the loading and firing of explosive materials in the state, that individual shall obtain the appropriate permit to blast, as specified in Table 4.3.2, from the state fire marshal, except that this requirement shall not apply to a trainee who is acting under the direct supervision of and is being trained by the holder of a blaster permit.”~~

~~(12) The following classes of blasting permits shall be added to table 4.3.2:~~

| <del>Class Category Blasting Permitted</del> |   |   |
|--|---|---|
| <del>Class</del>                             | <del>Category</del>                         | <del>Blasting Permitted</del>   |
| <del>P1</del>                                | <del>Public Safety Bomb Technician</del>    | <del>Blasting by a bomb technician acting on behalf of the state or a political or taxing subdivision in a public safety capacity</del>   |
| <del>P2</del>                                | <del>Public Safety Explosive Breacher</del> | <del>Explosive breaching by a person acting on behalf of the state or a political or taxing subdivision in a public safety capacity</del> |

~~(13) The following text shall be added after section 4.3.2:~~

~~“4.3.3 Permit to Manufacture. Before a person manufactures explosive materials in the state, that person shall obtain a manufacturer permit from the state fire marshal. A holder of a manufacturer permit shall not be required to obtain a distributor or user permit.~~

~~“4.3.4 Permit to Distribute. Before a person engages in the business of distributing explosive materials within the state, that person shall obtain a distributor permit from the state fire marshal, except that this requirement shall not apply to common carriers or to an out-of-state person who distributes explosive materials to the holder of a manufacturer or distributor permit. “Distributing” shall mean the selling, issuing, giving, transferring, or other disposing of. A holder of a distributor permit shall not be required to obtain a user permit.~~

~~“4.3.5 Handler Permit. Before an individual, other than the holder of a blaster permit, actually or constructively possesses explosive materials in the state, that individual shall obtain a handler permit from the state fire marshal, except that a handler permit shall not be required to handle explosive materials under the direct supervision of the holder of a blaster permit. “Direct supervision” shall mean that the holder of the blaster permit is physically present and overseeing the actions of the employee. Actual possession shall include the physical handling of explosive materials. Permitted handlers may include individuals who load or unload vehicles, trainees, magazine keepers, drillers, stemmers and sales staff.~~

~~“4.3.6 Storage Permit. Before a person stores explosive materials in the state, that person shall obtain a site-specific storage permit. The storage permit may be temporary or permanent. A permanent storage permit shall be valid for no longer than three years. A temporary storage permit shall be valid for no longer than 90 days, but the permit holder may apply to the office of the state fire marshal to renew the permit one time for no longer than an additional 90 days. Before either storage permit will be issued, the person shall obtain a manufacturer, distributor, or user permit from the state fire marshal, any explosive permit required by the bureau of alcohol, tobacco, firearms and explosives, and a certification from the fire department with jurisdiction over the area where the storage site will be located that the proposed storage of explosive materials will not violate any local laws.”~~

~~(14) Section 4.4.2.1 shall be replaced with the following: “Each applicant shall complete a blaster training program and pass a qualifying examination in the category of blasting for which application is made. The blaster training program and qualifying examination shall be approved in advance by the office of the state fire marshal. To be approved by the office of the state fire marshal, a blaster training program or blaster refresher course shall provide training on the following topics, as applicable to the category of blasting for which application is made: the requirements of this code; federal explosives law and regulations; and industry standards related to the safe use, storage, and transportation of explosive materials.”~~

~~(15) Section 4.4.2.2 shall be replaced with the following: “To be approved by the office of the state fire marshal, a qualifying examination shall test the applicant’s knowledge of the following topics, as applicable to the category of blasting for which application is made: the requirements of this code; federal explosives law and regulations; and industry standards related to the safe use, storage, and transportation of explosive materials.”~~

~~(16) Section 4.4.5 shall be replaced with the following: “Each person whose permit to blast has been revoked shall be required to complete a blaster~~

~~training program and pass a qualifying examination as a condition of reinstatement of the permit. The blaster training program and qualifying examination shall be approved in advance by the office of the state fire marshal."~~

~~(17) Section 4.4.6 shall be replaced with the following: "Each person whose permit to blast has lapsed for a period of one year or longer shall be required to complete a blaster training program and pass a qualifying examination as a condition of renewal of the permit. The blaster training program and qualifying examination shall be approved in advance by the office of the state fire marshal."~~

~~(18) The following text shall be added after section 4.4.6:~~

~~"If the holder of a blaster or handler permit ceases to be employed by a permitted manufacturer, distributor, or user, the blaster or handler shall notify the office of the state fire marshal within five business days, and the individual's permit shall be placed on inactive status. The individual shall not blast or handle explosive materials while the permit is on inactive status. Before resuming work with a permitted manufacturer, distributor, or user, the blaster or handler shall notify the office of the state fire marshal, and the permit shall be returned to active status. However, if the permit has been on inactive status for at least one year, the holder shall complete an approved blaster refresher class for a blaster permit or an approved explosive safety course for a handler permit before the permit is returned to active status."~~

~~"4.4.6.1 Requirement for a Handler Permit. Before applying for or renewing a handler permit, an individual shall complete an explosive safety course approved by the state fire marshal. The explosive safety course shall provide training on the safe handling, storage, and transportation of explosive materials."~~

~~(19) Sections 4.5.1 and 4.5.2 shall be replaced with the following sentence: "The holder of any permit or permits issued pursuant to this code shall maintain a copy of the permit or permits at all sites where explosive materials are stored or used and in any vehicle used to transport explosive materials."~~

~~(20) Section 4.6.2 shall be replaced with the following sentence: "An individual shall be at least 18 years old before applying for a handler permit and at least 21 years old before applying for a blaster permit."~~

~~(21) In section 4.7.1(3), "is a fugitive from justice" shall be replaced with "has fled from any state to avoid prosecution for a crime or to avoid giving testimony in any criminal proceeding."~~

~~(22) Section 4.8.1.1 shall be replaced with the following sentence: "Permit holders shall keep records in accordance with 27 C.F.R. Part 555, Subpart G, as adopted by reference in Subsection [A] 102.7.3.1.(d), herein."~~

~~(23) Section 4.10.1 shall be replaced with the following: "When an application for renewal is filed with the office of the state fire marshal before expiration of the current permit, the existing permit shall not expire until the state fire marshal has taken final action upon the application for renewal or, if the state fire marshal's action is unfavorable, until the last day for seeking judicial review of the state fire marshal's action or a later date fixed by the reviewing court."~~

~~(24) The following sentence shall be added after section 4.10.3: "Before applying for renewal, the holder of a blaster permit shall complete a blaster refresher course approved by the state fire marshal and the holder of a handler permit shall complete an explosive safety course approved by the state fire marshal."~~

~~(25) Section 5.4.4.1.2 shall be replaced with the following: "The integrity of the fences and gates shall be checked at least annually."~~

~~(26) In section 5.4.7, the phrase "and the IAPMO Uniform Mechanical Code" shall be deleted.~~

~~(27) Section 9.7.2 shall be replaced with the following: "All magazines containing explosive materials shall be opened and inspected at maximum intervals of seven days to determine whether there has been unauthorized or attempted entry into the magazines or whether there has been unauthorized removal of the magazines or their contents."~~

~~(28) The following sentence shall be added before section 10.1: "A holder of a user permit shall notify the AHJ at least 48 hours before beginning blasting operations at a site and before resuming blasting operations at a site if those operations have been suspended or discontinued for more than six months."~~

~~(29) Section 10.1.19.1(2) shall be replaced with the following: "Compliance with the safe distances in safety library publication 20, "safety guide for the prevention of radio frequency radiation hazards in the use of commercial electric detonators (blasting caps)," published by the institute of makers of explosives (IME) and dated December 2011, parts II and III of which are hereby adopted by reference, with the exception of all text before table 1 and pages 36 through 38."~~

~~(30) Section 11.1.1 shall be replaced with the following: "This chapter shall apply to buildings and other structures. As used in this chapter, "buildings~~

and other structures” shall mean dwellings, public buildings, schools, places of worship, and commercial or institutional buildings.”

~~(31) In section 11.1.3, all text after “with” shall be replaced with “the international society of explosives engineers’ “ISEE performance specifications for blasting seismographs,” 2011 edition.”~~

~~(32) In section 11.1.4, the phrase “2009 edition” shall be added at the end of the sentence.~~

~~(33) The following text shall be added after section 11.1.4:~~

~~“The blaster in charge or designee shall conduct a preblast survey of all buildings and structures within a scaled distance of 35 ft/lbs<sup>1/2</sup> from the blast site, except that a preblast survey shall not be required for a building or structure if the owner refuses permission or if the owner does not respond after three documented attempts to obtain permission.~~

~~“Where blasting seismographs are used, the permitted user shall maintain the seismograph recording and accompanying records for at least three years. These records shall include the maximum ground vibration and acoustics levels recorded, the specific location of the seismograph equipment, its distance from the detonation of the explosives, the date and time of the recording, the name of the individual responsible for operation of the seismograph equipment, the type of seismograph instrument, its sensitivity, and the calibration signal or certification date of the last calibration.”~~

~~(34) Section 11.2.3 shall be replaced with the following sentence: “The ground vibration limit for underground utilities, pipelines, fiber optic lines, and similar buried engineered structures shall be five inches per second.”~~

~~(35) Section 11.4.2 shall be replaced with the following: “Reasonable precautions shall be taken to prevent flyrock from being propelled from the blast site onto property not contracted by the blasting operation or onto property for which the owner has not provided a written waiver to the blasting operation.”~~

~~(36) The following text shall be added at the end of chapter 11:~~

~~“The blaster in charge shall ensure that a record of each use of explosives is made, and this record shall be retained for at least three years by the permitted user. The record shall include:~~

~~“(A) The name and permit number of the permitted user;~~

~~“(B) the location, date, and time of the detonation;~~

~~“(C) the name and permit number of the blaster in charge;~~

~~“(D) the type of materials blasted;~~

~~“(E) the type of explosives used;~~

~~“(F) the weight of each explosive product used and the total weight of explosives used;~~

~~“(G) the maximum weight of explosives detonated within any eight-millisecond period;~~

~~“(H) the initiation system, including the number of circuits and the timer interval, if a sequential timer is used;~~

~~“(I) the type of detonator and delay periods used, in milliseconds;~~

~~“(J) the sketch of delay pattern, including decking;~~

~~“(K) the distance and scaled distance, if applicable, to the nearest building or structure;~~

~~“(L) the location of the nearest building or structure, using the best available information; and~~

~~“(M) if bore holes are used, the number of bore holes, burden, and spacing; the diameter and depth of bore holes; and the type and length of stemming.”~~

~~(37) Section 13.1.1 shall be replaced with the following sentence: “Two or more precursor chemicals that would constitute a binary explosive if mixed or combined shall be stored and used in the same manner as other explosive materials.”~~

~~(38) Section 13.4.2 shall be replaced with the following: “Thefts of precursor chemicals during transportation, storage, and use shall be reported to the office of the state fire marshal, the bureau of alcohol, tobacco, firearms and explosives, and a local law enforcement agency.”~~

~~e~~

~~(1) Each citation in NFPA 495 to the following codes shall mean the edition adopted by reference in Chapter 16.05 of the Olathe Municipal Code:~~

~~(A) NFPA 13, “standard for the installation of sprinkler systems”; and~~

~~(B) NFPA 70, “national electric code.”~~

~~(2) Each citation in NFPA 495 to the following codes shall mean the edition adopted by reference in Chapter 16.05 of the Olathe Municipal Code:~~

~~(A) NFPA 1123, “code for fireworks display”;~~

~~(B) NFPA 1124, “code for the manufacture, transportation, storage, and retail sales of fireworks and pyrotechnic articles”; and~~

~~(C) NFPA 1126, “standard for the use of pyrotechnics before a proximate audience.”~~

~~(3) Each citation of NFPA 1, “fire code,” shall be replaced by “the 2012 International Fire Code (IFC) as adopted by reference in Chapter 16.05 of the Olathe Municipal Code.”~~

~~(4) Each citation of NFPA 5000, “building construction and safety code,” shall be replaced by “the 2012 International Building Code (IBC) as adopted by reference in Chapter 15.02 of the Olathe Municipal Code.”~~

~~(d) 27 C.F.R. part 555, subpart G, as in effect on April 27, 2012, is hereby adopted by reference, with the following modifications:~~

~~(1) 27 C.F.R. 555.121(b), 555.122, 555.123(f), 555.124(f), 555.125(a), (b)(2), and (b)(6), 555.126, and 555.129 are not adopted.~~

~~(2) In 27 C.F.R. 555.121(c), the last sentence shall be deleted.~~

~~(3) In 27 C.F.R. 555.127, all text after “end of the day” shall be deleted.~~

~~(4) In 27 C.F.R. 555.128, the last sentence shall be replaced with the following sentence: “Copies of the records shall be delivered to the office of the state fire marshal within 30 days following the discontinuance of the business or operations.”~~

~~(5) Wherever the term “Director, Industry Operations” appears in subpart G, this term shall be replaced with “state fire marshal.”~~

~~(6) Each reference to a “licensed manufacturer” shall mean a “person with a state manufacturer permit.” Each reference to a “licensed dealer” shall mean a “person with a state distributor permit.”~~

~~(7) Each reference to a “limited permit” shall be deleted.~~

~~(e) Each existing user permit and each existing blaster permit issued by the state fire marshal shall be deemed valid and shall remain effective until the permit’s expiration date, unless the permit is revoked or suspended before then.”~~

**SECTION SIX:** Section 16.05.065 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.065 Subsection [A] 102.13 Added - Home child daycares.**

Subsection [A] 102.13 is hereby added to the International Fire Code and shall read as follows.

**[A] 102.13 – Home child daycares.** Home child daycares shall meet the requirements of the Johnson County, Kansas Home Daycare Handbook – ~~2013~~2018 Edition. These homes shall be inspected and approved by the Fire Department before children are allowed to occupy the home. The home shall be inspected by the Fire Department at least once every two years following the initial inspection.”

**SECTION SEVEN:** Section 16.05.070 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.070 Section 103.1 ~~Deleted~~Amended – Department of Fire Prevention.**

Section 103.1 of the International Fire Code is hereby ~~deleted~~ amended to read as follows.

**[A] 103.1 – General.** The department of fire prevention is established within the jurisdiction under the direction of the fire code official. The Community Risk Reduction Section – Fire Prevention Division within the Olathe Fire Department shall be established as the department of fire prevention where referenced by this Code. The function of the Division shall be the implementation, administration and the enforcement of the provisions of this Code.”

**SECTION EIGHT:** Section 16.05.075 is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.075 Subsection [A] 105.1.7 Added – County license required.**

Subsection [A] 105.1.7 is hereby added to the International Building Code and shall read as follows:

**[A] 105.1.7 County license required.** All persons undertaking work which requires a permit as provided in Section 105.7, or seeking to obtain that permit from the City, are required to have a currently valid Johnson County contractor’s license. That County license shall have been issued by the County in accordance with the provisions of the Johnson County Contractors Licensing Program and the Contractor Licensing Regulations adopted by the Board of County Commissioners by Resolution 058-01 on August 9, 2001, and any regulations subsequently adopted by the



Contractor Licensing Review Board as authorized by said County Licensing Regulations, as said Resolution and regulations may be amended from time to time by said Boards.

**Exceptions:**

1. The owner of a single-family dwelling shall be allowed to secure a permit to construct, alter, or repair said home provided the following conditions are met:

A. The homeowner currently occupies the dwelling or will occupy the residence once the construction has been completed.

B. The homeowner undertakes the work themselves.

2. The Fire Code Official may waive the provisions of this section where it can be established that no license exists for the installation, alteration, or repair of a certain type of work requiring a permit, or due to other unique circumstances.

**SECTION NINE:** Section 16.05.101 is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.101 Section 105.6 Amended – Required operational permits.**

Section 105.6 of the International Fire Code is hereby deleted and replaced with a new Section 105.6 to read as follows.

**105.6 Required operational permits.** The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.6.

**105.6.1 Amusement buildings.** An operational permit is required to operate a special amusement building.

**105.6.2 Explosives.** An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.

**Exception:** Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.

**105.6.3 Hazardous materials.** An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in

excess of the amounts listed in Table 105.6.3 and as described in this section. Hazardous materials permits shall be posted in a conspicuous location on the premises. A hazardous materials permit will be issued by the Fire Department on an annual basis.

**TABLE 105.6.3**  
**PERMIT AMOUNTS FOR HAZARDOUS MATERIALS**

| <b><u>TYPE OF MATERIAL</u></b>       | <b><u>AMOUNT</u></b>         |
|--------------------------------------|------------------------------|
| <b><u>Combustible Liquids</u></b>    | <u>See Section 105.6.3.3</u> |
| <b><u>Corrosive Materials</u></b>    |                              |
| <u>Gases</u>                         | <u>See Section 105.6.3.1</u> |
| <u>Liquids</u>                       | <u>55 gallons</u>            |
| <u>Solids</u>                        | <u>1000 pounds</u>           |
| <b><u>Cryogenic Fluids</u></b>       | <u>See Section 105.6.3.2</u> |
| <b><u>Explosive Materials</u></b>    | <u>See Section 105.5.2</u>   |
| <b><u>Flammable Materials</u></b>    |                              |
| <u>Gases</u>                         | <u>See Section 105.6.3.1</u> |
| <u>Liquids</u>                       | <u>See Section 105.6.3.3</u> |
| <u>Solids</u>                        | <u>100 pounds</u>            |
| <b><u>Highly Toxic Materials</u></b> | <u>Any amount</u>            |
| <b><u>Organic Peroxides</u></b>      |                              |
| <u>Liquids</u>                       |                              |
| <u>Class I</u>                       | <u>Any amount</u>            |
| <u>Class II</u>                      | <u>Any amount</u>            |
| <u>Class III</u>                     | <u>1 gallon</u>              |
| <u>Class IV</u>                      | <u>2 gallons</u>             |
| <u>Class V</u>                       | <u>No permit required</u>    |
| <u>Solids</u>                        |                              |
| <u>Class I</u>                       | <u>Any amount</u>            |
| <u>Class II</u>                      | <u>Any amount</u>            |
| <u>Class III</u>                     | <u>10 pounds</u>             |
| <u>Class IV</u>                      | <u>20 pounds</u>             |
| <u>Class V</u>                       | <u>No permit required</u>    |
| <b><u>Oxidizing Materials</u></b>    |                              |
| <u>Gases</u>                         | <u>See Section 105.6.3.1</u> |
| <u>Liquids</u>                       |                              |
| <u>Class 4</u>                       | <u>Any amount</u>            |
| <u>Class 3</u>                       | <u>1 gallon</u>              |
| <u>Class 2</u>                       | <u>10 gallons</u>            |
| <u>Class 1</u>                       | <u>55 gallons</u>            |
| <u>Solids</u>                        |                              |
| <u>Class 4</u>                       | <u>Any amount</u>            |
| <u>Class 3</u>                       | <u>10 pounds</u>             |

|   |                              |
|---|------------------------------|
| <u>Class 2</u>                              | <u>100 pounds</u>            |
| <u>Class 1</u>                              | <u>500 pounds</u>            |
| <b><u>Pyrophoric Materials</u></b>          | <u>Any amount</u>            |
| <b><u>Toxic Materials</u></b>               |                              |
| <u>Gases</u>                                | <u>See Section 105.6.3.1</u> |
| <u>Liquids</u>                              | <u>10 gallons</u>            |
| <u>Solids</u>                               | <u>100 pounds</u>            |
| <b><u>Unstable (Reactive Materials)</u></b> |                              |
| <b><u>Liquids</u></b>                       |                              |
| <u>Class 4</u>                              | <u>Any amount</u>            |
| <u>Class 3</u>                              | <u>Any amount</u>            |
| <u>Class 2</u>                              | <u>5 gallons</u>             |
| <u>Class 1</u>                              | <u>10 gallons</u>            |
| <b><u>Solids</u></b>                        |                              |
| <u>Class 4</u>                              | <u>Any amount</u>            |
| <u>Class 3</u>                              | <u>Any amount</u>            |
| <u>Class 2</u>                              | <u>50 pounds</u>             |
| <u>Class 1</u>                              | <u>100 pounds</u>            |
| <b><u>Water Reactive Materials</u></b>      |                              |
| <b><u>Liquids</u></b>                       | -                            |
| <u>Class 3</u>                              | <u>Any Amount</u>            |
| <u>Class 2</u>                              | <u>5 gallons</u>             |
| <u>Class 1</u>                              | <u>55 gallons</u>            |
| <b><u>Solids</u></b>                        |                              |
| <u>Class 3</u>                              | <u>Any amount</u>            |
| <u>Class 2</u>                              | <u>50 pounds</u>             |
| <u>Class 1</u>                              | <u>500 pounds</u>            |

**105.6.3.1 Compressed gases.** An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.3.1.

**Exception:** Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.

**TABLE 105.6.3.1**  
**PERMIT AMOUNTS FOR COMPRESSED GASES**

| <b><u>TYPE OF GAS</u></b>                        | <b><u>AMOUNT</u></b><br><b><u>(cubic feet at NTP)</u></b> |
|--|---|
| <u>Carbon dioxide used in enrichment systems</u> | <u>875 (100 lbs.)</u>                                     |

|  |                       |
|--|-----------------------|
| <u>Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications</u> | <u>875 (100 lbs.)</u> |
| <u>Corrosive</u>   | <u>200</u>            |
| <u>Flammable (except cryogenic fluids and liquefied petroleum gases)</u>                       | <u>200</u>            |
| <u>Highly toxic materials</u>  | <u>Any amount</u>     |
| <u>Inert and simple asphyxiant</u>   | <u>6,000</u>          |
| <u>Oxidizing (including oxygen)</u>  | <u>504</u>            |
| <u>Pyrophoric</u>  | <u>Any amount</u>     |
| <u>Toxic materials</u>   | <u>Any amount</u>     |

**105.6.3.2 Cryogenic fluids.** An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.3.2.

**Exception:** Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.

**TABLE 105.6.3.2**  
**PERMIT AMOUNTS FOR CRYOGENIC FLUIDS**

| <u>TYPE OF CRYOGENIC MATERIAL</u>                    | <u>INSIDE BUILDING (GALLONS)</u> | <u>OUTSIDE BUILDING (GALLONS)</u> |
|--|----------------------------------|-----------------------------------|
| <u>Flammable</u>                                     | <u>More than 1</u>               | <u>60</u>                         |
| <u>Inert</u>   | <u>60</u>                        | <u>500</u>                        |
| <u>Oxidizing (including oxygen)</u>                  | <u>10</u>                        | <u>50</u>                         |
| <u>Physical or health hazard not indicated above</u> | <u>Any Amount</u>                | <u>Any Amount</u>                 |

**105.6.3.3 Flammable and combustible liquids.** An operational permit is required:

1. To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following:

1.1. The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire code official, would cause an unsafe condition.

1.2. The storage or use of paints, oils, varnishes or similar flammable mixtures where such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days.

2. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.

3. To store, handle or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment.

**Exception:** Fuel oil and used motor oil used for space heating or water heating.

**105.6.3.4 HPM facilities.** An operational permit is required to store, handle or use hazardous production materials.

**105.6.3.5 LP-gas.** An operational permit is required for the storage and use of LP-gas.

**Exception:** A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons (1893 L), serving occupancies in Group R-3.

**105.6.4 Mobile food preparation vehicles.** A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.

**Exception:** A valid permit from a county or metropolitan Kansas City area mobile food preparation vehicle inspection program may be approved by the fire code official in lieu of a separate City permit.

**105.6.5 Open burning.** An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Applications for open burning shall be obtained and submitted to the Olathe Fire Department before the fire is set and shall be in such form and contain such information as required by the Fire Department.

**Exception:** Recreational fires.

**105.6.6 Temporary membrane structures and tents.** An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 900 square feet.

**SECTION TEN:** Section 16.05.135 is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.135 Section 109 Amended – Board of Appeals**

Section 109 of the International Fire Code is amended to read as follows:

**SECTION 109**  
**BOARD OF APPEALS**

**[A] 109.1 Board of Appeals established.** An application for appeals of orders, decisions or determinations made by the fire code official shall be made to the Board of Code Review as established in Olathe Municipal Code Section 15.02.210.

Sections 109.2 and 109.3 of the International Fire Code are hereby deleted.”

**SECTION ELEVEN:** Section 16.05.140 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.140   Section [A] ~~409~~110.4 Amended – Violation penalties.**

Section [A] ~~409~~110.4 of the International Fire Code is hereby amended to read as follows:

[A] ~~409~~110.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500), or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

**SECTION TWELVE:** Section 16.05.145 is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.145   Section [A] 112.4 Amended – Unlawful continuance**

**Section [A] 112.4 of the International Fire Code is amended to read as follows.**

**[A] 112.4 Unlawful continuance.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.”

**SECTION THIRTEEN:** Section 16.05.150 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.150 Section 307 Amended – Open burning, Recreational Fires and Portable Outdoor Fireplaces.**

Section 307 of the International Fire Code is hereby amended to read as follows:

**SECTION 307**

**OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES**

**307.1 General.** A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5.

**307.1.1 Prohibited open burning.** Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous.

**Exception:** Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the fire code official.

**307.1.2 Nature of material being burned.** Open burning is limited to natural and ordinary combustible materials. The burning of heavy smoke producing materials, including leaves, is prohibited. No processed or demolition debris construction wood products shall be burned.

**307.1.3 Meteorological conditions.** Open burning shall not be initiated until at least one hour after sunrise and shall be extinguished at least two hours prior to sunset. Burning shall be restricted to periods when surface wind speed is ~~more than 5 m.p.h and~~ less than 15 m.p.h.

~~307.1.4 Commercial open burning operations. All commercial open burning permits will be required to have an air curtain destructor and pit.~~

**307.1.5.4 Open burning operations near airports.** All burning operations within 1 mile of an airport must obtain approval from the airport authority prior to the burning.

**307.1.5 Commercial open burning operations.** Commercial open burning is defined as burning conducted on a commercial property, not including agricultural open burning described in 307.1.7. All commercial open burning permits will be required to have an air curtain destructor and pit.

**307.1.6 Agricultural open burning operations.** Agricultural burning is defined as the burning of vegetation such as grass, woody species, crop residue and other dry plant growth for agricultural purposes. 307.1.7 Residential open burning operations. Residential open burning is defined as burning land clearance materials on a one- or two-family residential property.

**307.1.7 Residential open burning operations.** Residential open burning is defined as burning land clearance materials on a one- or two-family residential property.

**307.2 Permit required.** A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application of such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

**Exception.** Permits are not required for recreational fires or portable outdoor fireplaces used in accordance with the manufacturer's instructions. Fires exempt from permits must still comply with Sections 307.1.2, 307.3, 307.4 and 307.5.

**307.2.1 Authorization.** Where required by state or local law or regulation, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed. Approvals from the Johnson County Health and Environment – Air Quality Division shall be included with the burn permit application where applicable.

**307.2.2 Permit validity.** Open burning permits have an operational period of up to three (3) days as noted on the permit unless restricted by state or local authorities. Permits shall not be transferable.

**307.3 Extinguishment authority.** When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.

**307.4 Location.** The location for open burning shall not be less than distances specified in Section 307.4 for the type of open burn being conducted.

**307.4.1 Residential open burning.** The location for residential open burning shall not be less than one hundred (100) feet from any structure, vehicle, fence or public roadway. The open burning shall not be within two hundred (200) feet of any structure which is not on the same property.



**Exception:** Fires in approved containers that are not less than thirty (30) feet from a structure or public roadway; and not less than one hundred (100) feet from any structure which is not on the same property.

~~2. The minimum required distance from a structure or public roadway shall be fifty (50) feet where the pile size is three (3) feet or less in diameter and two (2) feet or less in height.~~

**307.4.12 Commercial open burning.** The location for commercial open burning shall not be less than ~~one thousand~~ five hundred (4,000 500) feet from any structure or public roadway, and provisions shall be made to prevent the fire from spreading to within ~~one thousand~~ five hundred (4,000 500) feet from any structure or public roadway.

**307.4.3 Agricultural open burning.** The location for agricultural open burning shall not be less than two hundred (200) feet from any structure or public roadway, and provisions shall be made to prevent the fire from spreading to within two hundred (200) feet of any structure or roadway.

**Exception.** Where it is not feasible to maintain agricultural burning two hundred (200) feet from public roadways or structures on the same property, the fire code official shall have the authority to reduce setback requirements for special cases after verifying that adequate safety controls are in place.

**307.4.2 Bonfires.** A bonfire shall not be conducted within fifty (50) feet of a structure, public road or combustible material. Conditions which could cause a fire to spread within fifty (50) feet of a structure, public road or combustible material shall be eliminated prior to ignition. Bonfire dimensions shall not exceed six (6) feet in diameter and six (6) feet in height.

**307.4.3 Recreational fires.** Recreational fires shall not be conducted within twenty-five (25) feet of a structure or combustible material. Conditions which would cause a fire to spread within twenty-five (25) feet of a structure or combustible material shall be eliminated prior to ignition.

**307.4.4 Portable outdoor fireplaces and firepits,** Portable outdoor fireplaces and firepits shall be used in accordance with the manufacturer's instructions and shall not be operated on a combustible deck or within fifteen (15) feet of a structure or combustible material.

**Exception:** Portable outdoor fireplaces and firepits used at one- and two-family dwellings shall be used in accordance with the manufacturer's instructions.

**307.5 Attendance.** Open burning, bonfires, recreational fires and the use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one (1) portable fire extinguisher complying with

Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

**SECTION FOURTEEN:** Section 16.05.155 is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.155 Subsection 308.1.4 Amended – Open-flame cooking devices**

Subsection 308.1.4 of the International Fire Code is hereby amended to read as follows.

**308.1.4 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be stored or operated on combustible balconies or within ten (10) feet of combustible construction.

**Exceptions:**

1. Cooking equipment associated with one- and two-family dwellings and townhomes.

2. Other than one-and two-family dwellings and townhomes, where buildings, balconies and decks are protected by an automatic sprinkler system, gas fueled cooking devices are permitted.”

**SECTION FIFTEEN:** Section 16.05.175 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.175 Subsection 310.7.1 Added - Smoke receptacles required**

Subsection 310.7.1 of the International Fire Code is hereby added and shall read as follows.

**310.7.1 Smoking receptacles required.** Owners of commercial and multi-family properties, where smoking is permitted, shall be responsible for providing approved receptacles for discarding smoking materials in locations approved by the fire code official.”

**SECTION SIXTEEN:** Section 16.05.180 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.180 Subsection 312.1.1 4 Added – Protection of utility equipment.**

Subsection 312.1.14 is hereby added to the International Fire Code and shall read as follows:

**312.4.14 Protection of utility equipment.** Where meters and equipment supplying electricity or fuel gas are located adjacent to parking spaces or vehicular driveways, they shall be protected from physical damage.”

**SECTION SEVENTEEN:** Section 16.05.185 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.185 Table 315.7.6(1) Amended – Separation distance between wood pallet stacks and buildings.**

Table 315.7.6(1) of the International Fire Code is hereby amended to read as follows.

**TABLE 315.7.6(1)**  
**SEPARATION DISTANCE BETWEEN WOOD PALLET STACKS AND BUILDINGS**

| <u>WALL CONSTRUCTION</u>         | <u>OPENING TYPE</u>                            | <u>WOOD PALLET SEPARATION DISTANCE (feet)</u> |                           |                            |
|----------------------------------|--|---|---------------------------|----------------------------|
|                                  |  | <u>≤ 50<br/>PALLETS</u>                       | <u>51-200<br/>PALLETS</u> | <u>&gt;200<br/>PALLETS</u> |
| <u>Masonry</u>                   | <u>None</u>                                    | <u>2</u>                                      | <u>2</u>                  | <u>2</u>                   |
| <u>Masonry</u>                   | <u>Fire-rated glazing with open sprinklers</u> | <u>2</u>                                      | <u>5</u>                  | <u>20</u>                  |
| <u>Masonry</u>                   | <u>Fire-rated glazing</u>                      | <u>10</u>                                     | <u>15</u>                 | <u>20</u>                  |
| <u>Masonry</u>                   | <u>Plain glass with open sprinklers</u>        | <u>10</u>                                     | <u>15</u>                 | <u>20</u>                  |
| <u>Noncombustible</u>            | <u>None</u>                                    | <u>10</u>                                     | <u>15</u>                 | <u>20</u>                  |
| <u>Wood with open sprinklers</u> | <u>---</u>                                     | <u>10</u>                                     | <u>15</u>                 | <u>20</u>                  |
| <u>Wood with open sprinklers</u> | <u>None</u>                                    | <u>15</u>                                     | <u>30</u>                 | <u>90</u>                  |
| <u>Any</u>                       | <u>Plain glass</u>                             | <u>15</u>                                     | <u>30</u>                 | <u>90</u>                  |

**SECTION EIGHTEEN:** Section 16.05.190 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.190 Section 403.3 12.3 Amended – Crowd managers.**

Section 403.12.3 of the International Fire Code is hereby amended to read as follows:

**403.12.3 Crowd managers.** Where facilities or events involve a gathering of more than 1000 people, crowd managers shall be provided by the property owner, occupant or event organizer in accordance with Sections 403.12.3.1 through 403.12.3.3.

**Exception:** The fire code official may, based on the nature of the event, require the owner or event organizer to use fire department personnel as crowd managers.

**403.12.3.1 Number of crowd managers.** Not fewer than four trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.

**Exceptions:**

1. Where approved by the fire code official, open-air outdoor events with open egress in any direction, and no restriction of access or egress, such as fences or barricades, do not require crowd managers.

2. The number of crowd managers is permitted to be reduced where, in the opinion of the fire code official, the fire protection provided by the facility and the nature of the event warrant a reduction.

**403.12.3.2 Training.** Training for crowd managers shall be approved.

**403.12.3.3 Duties.** The duties of crowd managers shall include, but not be limited to:

1. Conduct an inspection of the area of responsibility and identify and address any egress barriers.

2. Conduct an inspection of the area of responsibility to identify and mitigate any fire hazards.

3. Verify compliance with all permit conditions, including those governing pyrotechnics and other special effects.

4. Direct and assist the event attendees in evacuation during an emergency.

5. Assist emergency response personnel where requested.

6. Other duties required by the fire code official.

7. Other duties as specified in the fire safety plan.

~~403.3 Crowd managers. Trained crowd managers shall be provided for facilities or events where more than one thousand (1,000) persons congregate. The minimum number of crowd managers shall be established at a ratio of one crowd manager to every two hundred fifty (250) persons.~~

~~Where approved by the fire code official, the ratio of crowd managers shall be permitted to be reduced where the facility is equipped throughout with an approved automatic sprinkler system or based upon the nature of the event. The fire code official may, based on the nature of the event, require the event to use Fire Department personnel as crowd managers.”~~

**SECTION NINETEEN:** Section 16.05.192 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.192 Section 405.2 Exception Added – Emergency Drills in Public Schools**

Section 405.7 Exception is hereby added to the International Fire Code and shall read as follows.

**Exception:** Group E occupancies conducting fire, emergency and tornado drills in accordance with K.A.R. 22-18.2.”

**SECTION TWENTY:** Section 16.05.194 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.194 Section 407.5 Amended – Hazardous Materials Inventory Statement**

Section 407.5 of the International Fire Code is amended to read as follows.

**407.5 Hazardous Materials Inventory Statement.** Permit applications for Group H occupancies or facilities requiring an operational permit for hazardous materials as described by Section 105.6 shall include a Hazardous Materials Inventory Statement (HMIS) in accordance with Section 5001.5.2.”

**SECTION TWENTY-ONE:** Section 16.05.196 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.196 Section 407.6 Amended – Hazardous Materials Management Plan**

Section 407.6 of the International Fire Code is amended to read as follows.

**407.6 Hazardous Materials Management Plan.** Permit applications for Group H occupancies or facilities requiring an operational permit for hazardous materials as described by Section 105.6 shall include a Hazardous Materials

Management Plan (HMMP) in accordance with Section 5001.5.1. The fire code official is authorized to accept a similar plan required by other regulations.

**SECTION TWENTY-TWO:** Section 16.05.198 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.198 Section 503.1 Amended – Fire apparatus access roads**

Section 503.1 of the International Fire Code is amended to read as follows.

**503.1 Where required.** Fire apparatus access roads shall be provided, constructed and maintained in accordance with this Section and Appendix D.”

**SECTION TWENTY-THREE:** Section 16.05.200 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.200 Section 503.3.1 Marking.**

Subsection 503.3.1 is hereby added to ~~of~~ the International Fire Code ~~is hereby amended and shall to~~ read as follows:

~~503.3 Marking. Where required by the Fire Department, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

**503.3.1 Marking requirements.** ~~Each separate f~~ Fire lane signage, which may consist of one sign or a combination of signs, shall ~~have a cumulative minimum size of ninety six (96) square inches and contain the “No Parking” words or symbol with the words “Fire Lane” located directly beneath the “No Parking” words or symbol.~~ Each sign or combination of signs are required to be uniformly mounted between ~~two feet eight~~ 48 inches (~~2'8 4' 0"~~) to ~~seven feet zero~~ 84 inches (7'0") above grade to the bottom of the sign, and so located not to obstruct pedestrian traffic. The sign or combination of signs shall be mounted within six feet (6') of the curb or pavement and are required to face or run parallel with oncoming vehicular traffic. The sign or combinations of signs may be mounted on the building, pole base or any other structure provided the signage meets the setback and height requirements indicated above. The sign or combination of signs are required to be spaced no more than one hundred feet (100') apart. In addition, the curb, or pavement if a curb is absent, is required to be marked with a solid yellow stripe that runs the entire length of the fire lane.

Furthermore, ~~the~~ exceeding ~~of any~~the standards intended to inform the public of the location of a fire lane shall not affect the enforcement of this section.

**SECTION TWENTY-FOUR:** Section 16.05.205 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.205 Section 503.6 Amended – Security gates**

Section 503.6 of the International Fire Code is hereby amended to read as follows:

**503.6 Security Gates.** The installation of security gates across a fire apparatus access road shall be approved by the fire code official and shall have an approved means of emergency operation. The gates and emergency operation shall be maintained operational and shall comply with the following.

1. Where electrically or mechanically controlled, gates shall be capable of being operated to the full open position by emergency responders under normal power and during a loss of power to the operating mechanism.

2. Electrical or mechanical operated gates shall be capable of being unlocked or opened with an approved fire department “Knox” county keyed cylinder installed at an accessible location on the entry side of the gate. The operated switch shall bypass the release mechanism to allow the gate to be operated by emergency response personnel.

3. In addition to an approved key cylinder operation device, gates shall be equipped with audible release mechanism to operate with an emergency siren yelp tone.

4. Keypads or other entry devices installed on gates shall not interfere with the operation of either the approved key cylinder or emergency response audible release.”

**SECTION TWENTY-FIVE:** Section 16.05.210 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.210 Subsection 505.1.1 ~~Added~~AmendedSecondary address numbers**Address identification.

Subsection 505.1.1 is hereby added to of the International Fire Code is hereby amended and shall read as follows:

**505.1 Address identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Where required by the fire official, the address numbers shall be illuminated by an approved light source. The fire code official is authorized to require address identification in additional approved locations to facilitate emergency response. Address identification shall be maintained.

**505.1.1 Address identification characters.** Address characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than four (4) inches high with a minimum stroke width of 1/2 inch for residential occupancies. Each character shall be not less than six (6) inches high with a minimum stroke width of one (1) inch for commercial occupancies.

**505.1.42 Secondary address numbers.** Multi-tenant retail shopping centers in which tenant spaces have secondary entry doors from the exterior façade of the building and have paved vehicle access adjacent to such doors shall have approved numbers or addresses placed on or adjacent to each door. Secondary address numbers shall be a minimum of four inches (4") in height.

**505.1.3 Buildings under construction.** Prior to beginning construction of any building for which an address number is required, numbers shall be posted in a conspicuous place on the front of the lot and shall be maintained throughout construction until the permanent address numbers are installed.

**SECTION TWENTY-SIX:** Section 16.05.212 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.212 Section 506.1 Amended – Where required.**

Section 506.1 of the International Fire Code is hereby amended to read as follows. Subsections 506.1.1 and 506.1.2 are retained as written.



**506.1 Where required.** Where access to or within a new or existing structure or area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. Approved key boxes are required to be installed on any building that has a fire alarm system and/or a fire suppression system that is monitored by an approved central station. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. Location and mounting height shall be coordinated with the fire code official.”

**SECTION TWENTY-SEVEN:** Section 16.05.215 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**16.05.215 Subsection 507.1.1 Added – Water distribution system impairment**

Subsection 507.1.1 is hereby added to the International Fire Code and shall read as follows.

**507.1.1 Water distribution system impairment.** Water districts serving areas within the City of Olathe shall notify the fire code official and the Emergency Communications Center of any impairment in their water distribution system; including repairs, main breaks, pump failures or other interruptions of water supply that may affect water supply for fire control purposes.”

**SECTION TWENTY-EIGHT:** Section 16.05.217 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.217 Subsection 507.5.1 Amended – Fire hydrant systems.**

Subsection 507.5.1.1 of the International Fire Code is hereby amended and shall read as follows:

**507.5.1.1 Hydrant for fire department connections.** Buildings equipped with a fire sprinkler or standpipe system installed in accordance with Section 903 or 905 respectively shall have a fire hydrant within 100 feet of the fire department connection(s).

**Exception:** The distance shall be permitted to exceed 100 feet for special cases where approved by the fire code official.”

**SECTION TWENTY-NINE:** Section 16.05.220 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.220 Subsection 507.5.2-17 Added – Hydrants—ColorFire hydrant color.**

Subsection 507.5.~~2.4.7~~ is hereby added to the International Fire Code and shall read as follows:

**507.5.~~2.4.7~~ Hydrants – Color.** All hydrants shall be painted and highly visible. Public hydrants shall comply with the color specifications of the responsible water district. Private fire hydrants shall be painted red in color.”

**SECTION THIRTY:** Section 16.05.250 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.250 Subsection 901.4.5.1 ~~Amended~~Added–Appearance—of equipment Nonoperational equipment.**

Subsection 901.4.5.1 ~~of is hereby added to~~ the International Fire Code ~~is hereby amended to~~ and shall read as follows:

**901.4.5 Nonoperational equipment.** Any fire protection equipment that is no longer required and has been approved for removal from service by the fire code official ~~in service~~ shall be removed from the building or structure.”

**SECTION THIRTY-ONE:** Section 16.05.260 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.260 Subsection 901.4.7 Added – Existing installations – supervision.**

Subsection 901.4.7 is hereby added to the International Fire Code and shall read as follows:

**901.4.7 Existing installations – supervision.** All existing fire suppression and fire alarm systems shall be supervised in conformance with Sections 903.4 and 907.~~96.6~~.”

**SECTION THIRTY-TWO:** Section 16.05.270 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.270 Subsection 901.6.3.2 Added – Test documentation.**

Subsection 901.6.3.2 is hereby added to the International Fire Code and shall read as follows:

**901.6.3.2 Test documentation.** When required inspection, testing or maintenance occurs on any existing fire protection system, applicable testing documentation shall be submitted to the fire code official within thirty (30) days of completion through an approved third-party inspection reporting system. Reporting parties ~~shall pay any~~ are responsible for fees associated with ~~that service~~ record of submission to the City’s third-party service provider.”

**SECTION THIRTY-THREE:** Section 16.05.280 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.280 Subsection 901.6.4 Added – Qualifications of inspection, testing and maintenance personnel.**

Subsection 901.6.4 is hereby added to the International Fire Code and shall read as follows:

**901.6.4 Qualifications of inspection, testing and maintenance personnel.** All personnel performing ~~any~~ inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed in accordance with the Office of the Kansas State Fire Marshal.”

**SECTION THIRTY-FOUR:** Section 16.05.282 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.282 Subsection 903.2.9(6) Added – Group S-1 self-service storage automatic sprinkler system.**

Subsection 903.2.9(6) is hereby added to the International Fire Code and shall read as follows:

6. A Group S-1 self-service storage facility (mini-storage) exceeds 2,500 square feet (232m<sup>2</sup>)”

**SECTION THIRTY-FIVE:** Section 16.05.284 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.284 Subsection 903.3.1.2.1 Amended – Balconies and decks**

Subsection 903.3.1.2.1 of the International Fire Code is hereby amended to read as follows:

**[F] 903.3.1.2.1 Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units, regardless of construction type, provided that there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of 14 inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

**SECTION THIRTY-SIX:** Section 16.05.285 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.285 Subsection 903.3.1.2.3 Amended – Attics**

Subsection 903.3.1.2.3 of the International Fire Code is hereby amended to read as follows.

**903.3.1.2.3 Attics.** Attic protection shall be provided as follows:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.

2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one (1) quick-response intermediate temperature sprinkler shall be installed above the equipment.

3. Where located in a building of Type III, Type IV or Type V construction, attics shall comply with one of the following:

3.1. Provide automatic sprinkler system protection.

3.2. Construct the attic using noncombustible materials.

3.3. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.

3.4. Fill the attic with noncombustible insulation.”

**SECTION THIRTY-SEVEN:** Section 16.05.286 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.286 Subsection 903.3.1.2.4 Added – Attached garages**

Subsection 903.3.1.2.4 is hereby added to the International Fire Code and shall read as follows:

**903.3.1.2.4 Attached garages.** Fire sprinkler protection shall be provided in attached garages.”

**SECTION THIRTY-EIGHT:** Section 16.05.288 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.288 Subsection 903.3.1.3.1 Added – Attached garages**

Subsection 903.3.1.3.1 is hereby added to the International Fire Code and shall read as follows:

**903.3.1.3.1 Attached garages.** Fire sprinkler protection shall be provided in attached garages.”

**SECTION THIRTY-NINE:** Section 16.05.289 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.289 Subsection 903.3.5.3 Added – Main Control Valves**

Subsection 903.3.5.3 is hereby added to the International Fire Code and shall read as follows.

**903.3.5.3 Main control valves.** Water supply lines for automatic sprinkler systems shall be provided with a control valve located on the riser. The valve shall be capable of isolating the underground fire service main from the automatic sprinkler system.

**903.5.3.3.1 Main control valve access.** The main control valve shall be accessible. To be considered accessible, a clear space 3 feet by 3 feet by 7 feet high shall be provided in front of the valve. Access to the clear space shall be provided by an unobstructed aisle not less than 3 feet wide and 7 feet high. The valve shall be operable from the floor level.”

**SECTION FORTY:** Section 16.05.290 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.290 Subsection 903.4.1 Amended – Monitoring.**

Subsection 903.4.1 of the International Fire Code is hereby amended to read as follows:

**903.4.1 Monitoring.** Alarm, ~~waterflow~~, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved UL-listed central station as defined in NFPA 72, or, when approved by the fire code official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system and shall be documented as a UL-certificated central station service system. In occupancies required to be equipped with a fire alarm system, the control and backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

**Exceptions:**

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.

2. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. ~~In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~

3. Backflow prevention device valves located in an exterior, underground vault may be chained and locked in the open position in lieu of electronic tamper switches where approved by the fire code official."

**SECTION FORTY-ONE:** Section 16.05.300 of the Olathe Municipal Code is hereby amended to read as follows:

**"16.05.300 Subsection 903.4.2 Amended – Alarms.**

Subsection 903.4.2 of the International Fire Code is hereby amended to read as follows:

**903.4.2 Alarms.** One all-weather horn/strobe shall be connected to every automatic sprinkler system on the exterior of the building above the Fire Department connection or in an approved location. Such sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section 903.4.2.1.

**903.4.2.1** ~~Notification devices~~ Waterflow alarm notification. Where an automatic fire sprinkler system is installed in a building; and a fire alarm system is not otherwise required by this code, an occupant notification system shall be provided in accordance with 907.5. ~~audible and visible notification appliances shall be installed throughout the building as follows:~~

~~1. Audible notification appliances shall be installed so as to be audible at 15 dBA above sound pressure level throughout the building.~~

~~2. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.~~

Exceptions:

1.3. Visible notification devices can be eliminated in normally unoccupied portions of buildings where permitted by the fire code official.

2. ~~Exception:~~ The requirements of this section do not apply to Group R-3 occupancies.

**SECTION FORTY-TWO:** Section 16.05.305 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.305 Subsection 903.4.3 Amended – Floor control valves**

Subsection 903.4.3 of the International Fire Code is hereby amended to read as follows:

**903.4.3 Floor control valves.** Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor for buildings three (3) or more stories in height.”

**SECTION FORTY-THREE:** Section 16.05.340 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.340 Subsection Section 912.3.4 ~~Added — Fire Department connections.~~ Amended Fire hose connections.**

~~Subsection~~ Section 912.3.4 ~~is hereby added to~~ of the International Fire Code is hereby amended and shall read as follows:

**912.3.4 Fire ~~Department connections~~ hose connections.** The fire department connection shall be a four inch (4") Storz quick coupling connector.”

**SECTION FORTY-FOUR:** Section 16.05.341 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.341 Section 912.4 Amended – Access**

Section 912.4 of the International Fire Code is hereby amended to read as follows.

**912.4 Access – Immediate access to fire department connections, not less than 3-feet in width, shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official.**

**SECTION FORTY-FIVE:** Section 16.05.351 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.351 Subsection 1103.5.1 – Group A-2**

Subsection 1103.5.1 of the International Fire Code is hereby amended to read as follows.



**1103.5.1 Group A-2.** Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1. The sprinkler system shall be installed and in service by December 31, 2020.”

**SECTION FORTY-SIX:** Section 16.05.361 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.361 Subsection 1103.5.1 – Group I-2**

Subsection 1103.5.1 of the International Fire Code is hereby amended to read as follows.

**1103.5.3 Group I-2, Condition 2.** In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed and in service by December 31, 2020.”

**SECTION FORTY-SEVEN:** Section 16.05.370 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.370 Section 1104.24 Deleted – Egress path markings.**

Section 1104.24 of the International Fire Code is hereby deleted.”

**SECTION FORTY-EIGHT:** Section 16.05.373 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.373 Section 3103.2 – Amended - Approval required**

Section 3103.2 of the International Fire Code is hereby amended to read as follows.

**3103.2 Approval required.** Tents and membrane structures having an area in excess of 900 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.”

**SECTION FORTY-NINE:** Section 16.05.375 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.375 Section 3310.1 Amended – Access for firefighting**



Section 3310.1 of the International Fire Code is hereby amended to read as follows.

**3310.1 Required access.** Approved vehicle access for firefighting shall be provided to all construction or demolition sites and shall be available for use before vertical construction begins. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections provided in accordance with Section 3313. For buildings or facilities without construction standpipes, vehicle access shall be provided as required by Section 5.3.1.1. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

**Exception:** The fire code official is authorized to reduce temporary access requirements for projects of Type I or Type II construction."

**SECTION FIFTY:** Section 16.05.377 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**"16.05.377 Section 5607.4 Amended – Restricted hours**

Section 5607.4 of the International Fire Code is hereby amended to read as follows.

**5607.4 Restricted hours.** Surface-blasting operations shall only be conducted between 8:30 a.m. and 4:30 p.m., Monday through Friday. Blasting may be permitted on Saturday with the approval of the fire code official."

**SECTION FIFTY-ONE:** Section 16.05.381 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**"16.05.381 Subsection 5704.2.13.1 Amended – Underground tanks out of service for one year.**

Subsection 5704.2.13.1 of the International Fire Code is hereby amended to read as follows.

**5704.2.13.1 Underground tanks.** Underground tanks taken out of service shall comply with Sections 5704.2.13.1.1 through 5704.2.13.1.4.

**5704.2.13.1.1 Temporarily out of service.** Underground tanks temporarily out of service shall have the fill line, gauge opening, vapor return and pump connection secure against tampering. Vent lines shall remain open and be maintained in accordance with Sections 5704.2.7.3 and 5704.2.7.4.

**5704.2.13.1.2 Out of service for 90 days.** Underground tanks not used for a period of 90 days shall be safeguarded in accordance with all the following or be removed in accordance with Section 5704.2.14:

1. Flammable or combustible liquids shall be removed from the tank.
2. All piping, including fill line, gauge opening, vapor return and pump connection, shall be capped or plugged and secured from tampering.
3. Vent lines shall remain open and be maintained in accordance with Sections 5704.2.7.3 and 5704.2.7.4.

**5704.2.13.1.3 Out of service for one year.** Underground tanks that have been out of service for a period of one year or more shall be removed from the ground in accordance with Section 5704.2.14.

**5704.2.13.1.4 Reinstallation of underground tanks.** Tanks that are to be reinstalled for flammable or combustible liquid service shall be in accordance with this chapter, ASME Boiler and Pressure Vessel Code (Section VIII), API 12-P, API 1615, UL 58 and UL 1316.”

**SECTION FIFTY-TWO:** Section 16.05.385 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.385 Establishment of Limitations on Flammable Cryogenic Fluids.**

The limits referred to in Section 5806.2 of the International Fire Code in which storage of flammable cryogenic fluids in stationary containers is prohibited are established as follows: any residential, commercial, or M-1 zoning district.

**SECTION FIFTY-THREE:** Section 16.05.405 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**“16.05.405 Table D103.4 Amended – Requirements for dead-end fire apparatus roads**

Table D103.4 of the International Fire Code is hereby amended to read as follows:

**TABLE D103.4**  
**REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS**  
**ROADS**

| <u>LENGTH</u><br><u>(ft)</u> | <u>WIDTH</u><br><u>(ft)</u>       | <u>TURNAROUNDS REQUIRED</u><br><u>IN ACCORDANCE WITH FIGURE D103.1</u>  |
|------------------------------|-----------------------------------|---|
| <u>0-150</u>                 | <u>20</u>                         | <u>None Required</u>  |
| <u>151-500</u>               | <u>20</u>                         | <u>120-ft Hammerhead, or</u><br><u>60-ft "Y", or</u><br><u>78-ft diameter cul-de-sac without island, or</u><br><u>96-ft diameter cul-de-sac with island</u> |
| <u>501-750</u>               | <u>26</u>                         | <u>120-ft Hammerhead, or</u><br><u>60-ft "Y", or</u><br><u>78-ft diameter cul-de-sac without island, or</u><br><u>96-ft diameter cul-de-sac with island</u> |
| <u>Over 750</u>              | <u>Special approval required”</u> |   |

**SECTION FIFTY-FOUR:** Section 16.05.430 of the Olathe Municipal Code is hereby amended to read as follows:

**“16.05.430 Liability.**

The requirements stated in this chapter shall not be construed as imposing upon the City, its officers, agents or employees any liability or responsibility for damages to any property or injury to any person due to defective construction installations. The City or any official, employee or agent thereof shall not assume liability or responsibility whatsoever by reason of any inspection or approval of any installation.”

**SECTION FIFTY-FIVE:** Section 16.05.440 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code and shall read as follows:

**"16.05.440 Severability.**

If any part or parts of this chapter shall be held to be invalid such invalidity shall not affect the validity of the remaining parts of this chapter. The Governing Body hereby declares that it would have passed the remaining parts of this chapter if it had known that such part or parts thereof would be declared invalid."

**SECTION FIFTY-SIX:** Existing sections 16.05.010, 16.05.020, 16.05.030, 16.05.050, 16.05.060, 16.05.065, 16.05.070, 16.05.080, 16.05.090, 16.05.100, 16.05.110, 16.05.120, 16.05.130, 16.05.140, 16.05.150, 16.05.160, 16.05.180, 16.05.190, 16.05.200, 16.05.210, 16.05.220, 16.05.240, 16.05.250, 16.05.260, 16.05.270, 16.05.280, 16.05.290, 16.05.300, 16.05.320, 16.05.330, 16.05.340, 16.05.350, 16.05.360, 16.05.370, 16.05.410, AND 16.05.420 are hereby repealed.

**SECTION FIFTY-SEVEN:** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

---

City Attorney

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 4/2/2019

---

**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger/Beth Wright

**SUBJECT:** This presentation and discussion will provide Council with information on the conceptual design proposed for the expansion to the Municipal Court building to support security enhancements.

---

**ITEM DESCRIPTION:**

Discussion on the conceptual design for the Municipal Court Security Enhancements Project, PN 7-C-001-19.

---

**SUMMARY:**

The 2019 capital improvements program includes \$850,000 for construction of the Municipal Court Security Enhancements project. This project will provide for an expansion on the west side of the municipal court building to accommodate screening measures to screen all persons, purses, bags, etc. entering the building. This screening will eliminate the carrying of both open and concealed weapons into the municipal court building. The addition on the west side of the building will allow screening to take place prior to persons gaining access to the lobby of the municipal court building. Screening equipment is anticipated to include a magnetometer, an x-ray machine for screening purses and bags, and hand-held wands. On December 4, 2018, City Council approved an agreement with Hoefer Wysocki Architects for the design of the project.

Over several weeks and during a number of planning and design sessions, Hoefer Wysocki has worked with staff to evaluate various design concepts for the building expansion. Significant emphasis has been placed on managing the queuing of persons entering into the facility as they await the screening process, the physical location of the screening equipment, and the positioning of the security personnel. During this schematic design phase, the various concepts have been synthesized in one recommended concept.

Staff and Hoefer Wysocki will lead a presentation of the latest schematic design concept. This presentation will primarily focus on providing the City Council with a look at the concept design being developed for the building exterior and the interior space layout. The response and direction received from the City Council following this presentation will be crucial in moving this project forward into the next phase of design development and final construction documents.

---

**FINANCIAL IMPACT:**

Funding for the Municipal Court Security Enhancements project, as approved in the 2019 Capital Improvement Plan, includes:

|                              |                  |
|------------------------------|------------------|
| GO Bonds                     | \$800,000        |
| <u>Court Technology Fund</u> | <u>\$ 50,000</u> |
| <b>Total</b>                 | <b>\$850,000</b> |

---

**ACTION NEEDED:**

Staff requests the City Council provide feedback and direction related to the schematic design concept presented.

---

**ATTACHMENT(S):**

A: Schematic Design Concept Images

---

---

**MEETING DATE:** 4/2/2019

---

B: Project Fact Sheet



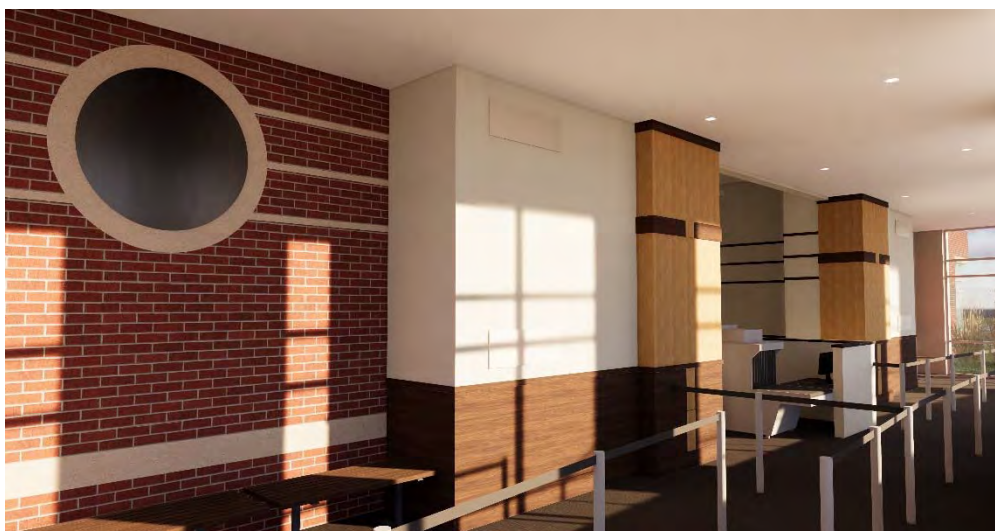
**Olathe Municipal Court Security Enhancements Project, PN 7-C-001-19  
Schematic Design, April 2, 2019**



Exterior image, current



South looking perspective, proposed exterior



South looking perspective, proposed interior





**Project Fact Sheet**  
**Municipal Court Security Enhancements**  
**7-C-001-19**  
**April 2, 2019**

**Project Manager:** Beth Wright / Jeff Blakeman

**Description:** This project will provide for an expansion on the west side of the municipal court building to accommodate screening measures to screen all persons, purses, bags, etc. entering the building.

**Justification:** This screening will eliminate the carrying of both open and concealed weapons into the municipal court building.

| <b>Schedule:</b> | <b>Item</b>                   | <b>Date</b>    |
|------------------|-------------------------------|----------------|
|                  | Funding Authorization         | Dec. 4, 2018   |
|                  | Contract Award - Design       | Dec. 4, 2018   |
|                  | Contract Award – Construction | Est. July 2019 |
|                  | Construction Start            | Est. July 2019 |
|                  | Construction Completion       | Est. Dec. 2019 |

| <b>Council Actions:</b>  | <b>Date</b> | <b>Amount</b> |
|--------------------------|-------------|---------------|
| Funding Resolution       | 12-04-2018  | \$850,000     |
| Award of Design Contract | 12-04-2018  | \$82,300      |
|                          |             |               |
|                          |             |               |
|                          |             |               |
|                          |             |               |
|                          |             |               |
|                          |             |               |
|                          |             |               |

| <b>Funding Sources:</b>  | <b>Amount</b> | <b>CIP Year</b> |
|--------------------------|---------------|-----------------|
| General Obligation Bonds | \$ 800,000    | 2019            |
| Court Technology Fund    | \$50,000      | 2019            |

| <b>Expenditures:</b> | <b>Budget</b>     | <b>Amount to Date</b> |
|----------------------|-------------------|-----------------------|
| Staff Costs          | \$ 45,000         | \$ 3,300              |
| Design               | \$ 82,300         | \$ 0                  |
| Construction         | \$ 650,000        | \$ 0                  |
| Inspection/Testing   | \$ 5,000          | \$ 0                  |
| FFE                  | \$ 40,000         | \$ 0                  |
| Contingency          | \$ 27,700         | \$ 0                  |
| <b>Total</b>         | <b>\$ 850,000</b> | <b>\$ 3,300</b>       |