



1. CALL TO ORDER

2. EXECUTIVE SESSION

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 evaluation of the Municipal Judge. (City Council)
- B. For preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) regarding the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.
Staff Contact: Ron Shaver and Beth Wright
- C. 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. Award presentation to the Olathe Police Department Traffic Unit by representatives of the American Automobile Association (AAA) Community Traffic Safety Awards Program and Kansas Department of Transportation.
Staff Contact: Kim Delana
- B. Proclamation declaring April 22-26 as Arbor Week.
Staff Contact: Kim Delana

- C. Recognition of an Olathe Teen Council senior for participating and providing leadership to the Olathe Teen Council.
Staff Contact: Kim Delana
- D. Recognition of winners of the Olathe Creative Expression of Data Art Contest.
Staff Contact: Kim Delana
- E. Recognition of Olathe high school student champions.
Staff Contact: Kim Delana

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 April 2, 2019.
Staff Contact: Dianna Wright and Brenda Long
- B. Consideration of new cereal malt beverage license application for calendar year 2019 for Preet INC. d/b/a Smoke Hut at 130B S. Clairborne.
Staff Contact: Dianna Wright and Brenda Long
- C. Consideration of a drinking establishment renewal for Chuy's Kansas, LLC, located at 11965 S. Strang Line Road.
Staff Contact: Dianna Wright and Brenda Long
- D. Consideration of Resolution No. 19-1028, approving a temporary event permit for alcohol to be possessed and consumed within a designated public area in Downtown Olathe.
Staff Contact: Emily Carrillo and Daniel Yoza
- E. Request for approval of a revised preliminary site development plan for Garmin Sign Package (PR19-0006) on 96.14± acres; located at 1200 E. 151st Street. Planning Commission recommends approval 7-0.
Staff Contact: Kim Hollingsworth

- F. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Hickman Farms Estate (FP19-0003) containing 1 residential lot and no tracts on approximately 3.59 acres; located at the southwest corner of the intersection of Parker Street and W. 124th Street. Planning Commission recommends approval 7-0.
Staff Contact: Kim Hollingsworth and Zach Moore
- G. Request for the acceptance of the dedication of land for public easements for a final plat for Olathe Station Four (a replat of all of Lot 1A, Olathe Station Three) (FP19-0004), containing 3 commercial lots and 1 common tract on 14.59± acres; located at the southwest corner of Strang Line Road and Strang Line Court. Planning Commission recommends approval 7-0.
Staff Contact: Kim Hollingsworth and Zach Moore
- H. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- I. Consideration of an Agreement with StudioKCA for design, fabrication, and installation of a commissioned art sculpture for the Indian Creek Library project, PN 6-C-001-17.
Staff Contact: Mary Jaeger and Beth Wright
- J. Consideration of Resolution No. 19-1029 authorizing the City of Olathe's project requests for inclusion in the 2020-2024 County Assistance Road System (CARS) Program.
Staff Contact: Mary Jaeger and Beth Wright
- K. Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19.
Staff Contact: Mary Jaeger and Beth Wright
- L. Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for the funding of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.
Staff Contact: Mary Jaeger and Beth Wright
- M. Consideration of Agreement No. 11-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.
Staff Contact: Mary Jaeger and Beth Wright

- N.** Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for the funding of the Black Bob (Lackman) Road, 159th to 175th, Improvements Project, PN 3-C-065-18.
Staff Contact: Mary Jaeger and Beth Wright
- O.** Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for funding the construction of the 175th and Lone Elm Traffic Signal Improvements Project, PN 3-TS-003-19.
Staff Contact: Mary Jaeger and Beth Wright
- P.** Consideration of an easement conveyance from the City of Olathe to Westar Energy, Inc. for the Santa Fe Street and Ridgeview Road Geometric Improvements Project, PN 3-C-083-15.
Staff Contact: Mary Jaeger and Beth Wright
- Q.** Consideration of Resolution No. 19-1030 authorizing a survey and description of land or interest to be condemned for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.
Staff Contact: Mary Jaeger, Beth Wright and Ron Shaver
- R.** Consideration of a Professional Services Agreement with Affinis Corp. for design of the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.
Staff Contact: Mary Jaeger and Beth Wright
- S.** Consideration of a Restrictive Covenant limiting the acceptable uses of the Vertical Wellfield property and granting access to KDHE for inspection.
Staff Contact: Mary Jaeger and Alan Shorthouse
- T.** Acceptance of bid and consideration of award of contract to Conrad Fire Equipment for the purchase of a E.J. Metals, Inc. F550 Squad truck for the Fire Department.
Staff Contact: Jeff DeGraffenreid and Amy Tharnish
- U.** Acceptance of bids and consideration of award of contracts to Edwards Chemicals, Inc, Commercial Aquatic Services, Inc., and Hawkins, Inc. for swimming pool chemicals for the Parks & Recreation Department.
Staff Contact: Michael Meadors and Amy Tharnish

- V. Acceptance of bid and consideration of award of contract to Rush Truck Centers of Kansas, Inc. for the replacement of a cab and chassis for the Solid Waste Division of Public Works.

Staff Contact: Mary Jaeger and Amy Tharnish

8. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of Ordinance No. 19-12, RZ19-0002, requesting approval for a zoning amendment for the RP-3 District, The Villas of Asbury on 10.52± acres; located at 15584 and 15608 S. Church Street. Planning Commission recommends approval 7-0.

Staff Contact: Kim Hollingsworth and Zach Moore

Action needed: Motion to concur and approve (4 positive votes), deny (5 positive votes required), or return to Planning Commission.

- B. Consideration of Ordinance No. 19-13, VAC19-0001: Request approval for a drainage easement to allow for building of The Shops at Prairie Farms; located at 2180 W. Dartmouth Street. Planning Commission recommends approval 7-0.

Staff Contact: Kim Hollingsworth and Ginna Verhoff

Action needed: Consider a motion to approve or deny

9. NEW BUSINESS-ADMINISTRATION

- A. Consideration of Ordinance 19-14 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$6,500,000 to BR Capital, LLC, Series 2019, for the construction of a 34,440 sq. ft. office and shop facility. (Bedrock Concrete Phase I Project).

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to approve or deny

10. NEW CITY COUNCIL BUSINESS

11. END OF TELEVISED SESSION

12. GENERAL ISSUES AND CONCERNS OF CITIZENS

13. CONVENE FOR PLANNING SESSION

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

A. REPORTS

1. Report of 2018 outcomes including the Budget Strategy Alternatives Impact of Investments, Annual Performance Report, 4th Quarter General Fund Fiscal Report and the Economic Development Incentives Activity Report.

Staff Contact: Dianna Wright, Emily Vincent and Matthew Randall

B. DISCUSSION ITEMS

1. Discussion on the Park Maintenance Facilities Improvements Project, PN 6-C-001-18. (15 mins)

Staff Contact: Mary Jaeger and Beth Wright

2. Information Technology Department Activities and Initiatives. (15 mins)

Staff Contact: Mike Sirna

14. ADDITIONAL ITEMS**15. ADJOURNMENT**



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Police Department

STAFF CONTACT: Major Wade Lanphear

SUBJECT: Award presentation to the Olathe Police Department Traffic Unit

ITEM DESCRIPTION:

Award presentation to the Olathe Police Department Traffic Unit by representatives of the American Automobile Association (AAA) Community Traffic Safety Awards Program and Kansas Department of Transportation.

SUMMARY:

In August of 2018, the Olathe Police Department Traffic Unit submitted an application for the 2018 AAA Community Traffic Safety Awards Program. Awards are presented to communities for their efforts to improve local traffic safety for the year. Points are earned for participation in different traffic safety programs to include, a Traffic Safety Committee, Safe Routes to Schools, "Four E" Programs and Projects (Education, Emergency Medical Response, Enforcement and Engineering), and Statistical Measures of Success.

We were recently contacted and informed the Olathe Police Department Traffic Unit has earned the Gold Award for 2018. Bob Hamilton, a representative from KDOT, has requested the opportunity to present the award to the Olathe Police Department Traffic Unit at the City Council meeting on April 16, 2019.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Present award to the Olathe Police Department Traffic Unit.

ATTACHMENT(S):

None

PROCLAMATION

- WHEREAS,** 2019 is the 147th anniversary of Arbor Day, a holiday observed around the world to acknowledge the importance of planting trees; and
- WHEREAS,** the National Arbor Day Foundation has honored our City as a TREE CITY USA for the 36th consecutive year as well as with a Growth Award for 26 years, longer than any other city in Kansas; and
- WHEREAS,** Olathe is fortunate to have many beautiful trees, young and old, as well as a community that works to maintain their beauty and extend their benefits; and
- WHEREAS,** trees in Olathe enhance our City by increasing property values, boosting traffic to businesses, cutting heating and cooling costs, reducing stormwater runoff and soil erosion, and cleaning the air; and
- WHEREAS,** the City of Olathe is honored to join communities across America in celebrating the importance of trees to our lives and our environment.

NOW, THEREFORE, I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim April 22nd through 26th, 2019, as

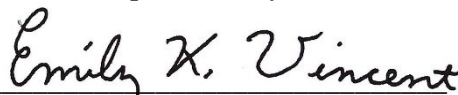
ARBOR WEEK

in Olathe, urging all citizens to support efforts to care for our trees, plant trees, and support the City's forestry program on behalf of present and future generations.

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



Michael Copeland, Mayor



Emily K. Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Recognition of an Olathe Teen Council senior for participating and providing leadership to the Olathe Teen Council.

ITEM DESCRIPTION:

Recognition of an Olathe Teen Council senior for participating and providing leadership to the Olathe Teen Council.

SUMMARY:

2019 senior on the Olathe Teen Council is being recognized for his outstanding contributions to the Olathe community and our City organization.

Brian Beach, Olathe North

The student will be presented with #OlatheProud caps and certificate signed by Mayor Copeland.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Recognize Olathe high school senior for his leadership and participation on the Teen Council.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/Matthew Randall
SUBJECT: Presentation on the Expression of Data Program

ITEM DESCRIPTION:

Recognition of winners of the Olathe Creative Expression of Data Art Contest

SUMMARY:

Budget Manager, Matt Randall, will give a brief overview of the expression of data program and will invite the top three entrants to be recognized.

Last year, the City of Olathe's launched a program called "Expression of Data" that resulted in a downtown sculpture being on display in the lobby of City Hall that represented one of the City's Key Performance Indicators - The Mobility Index. This year the Expression of Data program has evolved to become an art contest open to any high school student living in Olathe. The program's purpose is to encourage creative, innovative student expression of Olathe's commitment to citizens and service through the City's use of measurement and data. This year's entries were based on a theme of Transportation to reflect the Mobility Index, Transportation Preservation & Renewal Index, and Transportation Satisfaction Index.

In total, 28 Olathe students submitted their expression of data artwork representing their artistic expression of transportation in the City of Olathe.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Recognize the top three entrants

ATTACHMENT(S):

N/A



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Recognition of Olathe high school student champions.

ITEM DESCRIPTION:

Recognition of Olathe high school student champions.

SUMMARY:

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

Wrestling	Olathe North, Keegan Slyter
Scholars Bowl	Olathe North, Team
Perfect ACT	Olathe North, Eddie Dai
Perfect ACT	Olathe North, Arjun Garapaty
Dance	Olathe North, Eaglettes Dance Team
Swimming	Olathe East, Phillip Costello
Swimming	Olathe East, 200 Medley Relay
Gymnastics	Olathe East, Liz Wasinger
Gymnastics	Olathe East, Team
Soccer	Olathe East, Team
Bowling	Olathe West, Michael Anderson
Dance	Olathe Northwest, Ravens Dance Team
Perfect ACT	Olathe Northwest, Dallin Armstrong
Perfect ACT	Olathe Northwest, Cory Zink

Josh Price, Assistant Principal and Athletic Director of Olathe North High School, will join athletic directors, coaches, and administrators in introducing the students.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Present City of Champions awards to Olathe student champions.

MEETING DATE: 4/16/2019

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

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

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of April 2, 2019

SUMMARY:

Attached are the City Council meeting minutes of April 2, 2019 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of April 2, 2019.

ATTACHMENT(S):

A. 04-02-19 Council Minutes



A training presentation of the new agenda management system was held in the City of Governors conference room for the City Council and the Planning Commission from 5:30 PM - 6:30 PM.

Present: Brownlee, Campbell, Randall, McCoy, Vogt, Copeland, Vakas, Munoz, and Rinke
Absent: Bacon

1. CALL TO ORDER

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

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

2. EXECUTIVE SESSION - 6:38 P.M.

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

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

- 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)

Motion by Randall, seconded by Bacon, to recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A. 75-4319(b)(1) regarding the Internal Auditor Position for 20 minutes. The motion carried by the following vote:

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

Meeting will resume at 7:00 P.M.

Council Member Brownlee arrived at 6:40 P.M.

3. RECONVENE FROM EXECUTIVE SESSION - 7:00 PM

Executive session item no. 2A was continued until the end of the Council Meeting.

4. BEGIN TELEVISED SESSION – 7:01 P. M.

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Presentation of Kansas City Corporate Challenge Mayor's Cup to Garmin

Mayor Copeland presented the Mayor's Cup to Garmin International for being the top performing Olathe Company in the Kansas City Corporate Challenge. Haley Prophet from Garmin accepted the trophy.

- B.** Proclamation acknowledging Seven Days Week

Mayor Copeland presented the Seven Days proclamation to Tony Corporan who lost his nephew and father in the shooting at the Jewish Community center. This annual seven day event reminds our community to find harmony and unity in our neighborhoods.

- 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.

Mayor Copeland invited Greg Foss, Chairman of the Parks and Recreation Leadership Board and Board of Trustees to the podium. A certificate of appointment was presented to Jereme Foster and a certificate of reappointment was presented to Phil Arbuckle.

Motion by Randall, seconded by Bacon, to approve Resolution No. 19-1026 appointing members to the Parks and Recreation Leadership Board and Board of Trustees of the Olathe Parks and Recreation Foundation. The motion carried by the following vote:

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

7. CONSENT AGENDA

Council Member Brownlee requested item J be removed for further questions before consideration and vote.

Motion by Randall, seconded by Bacon, to approve the consent agenda with the exception of item J. The motion carried by the following vote:

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

- A.** Consideration of approval of the City Council meeting minutes of March

19, 2019.

Approved.

- B.** Consideration of a new drinking establishment license for Chipotle Mexican Grill, located at 197 N. Parker.
Approved
- C.** Consideration of a drinking establishment renewal for WFM, Kansas LLC, d/b/a Whole Foods, located at 14615 W. 119th Street.
Approved.
- 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.
Approved.
- E.** Consideration of a pawnbroker/precious metal dealer license application for Heartland Pawnbrokers LLC, located at 395 N Ridgeview.
Approved.
- F.** Consideration of authorization for the City Manager, Michael Wilkes to attend the 2019 TLG Conference in Reno NV, April 8 - 12, 2019.
Approved
- 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.
Approved.
- 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.
Approved.
- 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.
Approved.
- 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.
Deputy Public Works Director Beth Wright answered Council Member Brownlee's questions.
Motion by Randall, seconded by Bacon, that consent agenda item "J"

be approved. The motion carried by the following vote:

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

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

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.

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

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

9. NEW CITY COUNCIL BUSINESS

Council Member McCoy shared his appreciation for our law enforcement and all they do in Olathe. He acknowledged the recent Police Awards ceremony when officers were recognized for their service as well as recognizing Police Chief Menke on his retirement.

Council Member Randall concurred with Mr. McCoy and mentioned that Olathe is recognized as one of the safest cities in the United States because of our police department.

Council Member Campbell said he wanted to also share his appreciation for the Police Department.

Mayor Copeland thanked Interim Police Chief Reynolds and Deputy Police Chief Butaud for the wonderful send off the department gave Police Chief Menke and that it was reflective of his wonderful service to our community.

10. END OF TELEVISED SESSION**11. GENERAL ISSUES AND CONCERNS OF CITIZENS**

Mike Bickley, 13805 Parkhill, Overland Park Kansas, encouraged the Council to proceed with caution in regards to a non-discrimination ordinance.

Jorge Santana, 15954 S. Mur-Len Road, No. 163, Olathe, spoke in support of moving forward with a non-discrimination ordinance.

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)
Assistant Fire Chief Wassom presented the proposed amendments to Tiles 15 and 16 of the Building Code. Council members had many questions throughout the presentation. Council Member Campbell asked if they could be given more time to evaluate the proposed amendments as he did not feel he would be prepared to vote in two weeks time. Council Member Bacon concurred. Staff was asked to provide opportunities for all council members to have questions addressed and were instructed to bring this item back for more discussion at a later meeting.
2. Discussion on the conceptual design for the Municipal Court Security Enhancements Project, PN 7-C-001-19. (20 min)
Jeff Blakeman, Public Works project manager, Ken Henton and Chris Kumrei from Hoefer Wysocki completed a presentation of the conceptual design for the new Municipal Court security enhancements.

13. EXECUTIVE SESSION - 9:08 P.M.

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.
Motion by Randall, seconded by Bacon, to recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A. 75-4319(b)(1) regarding the evaluation of the City Manager for 30 minutes. The motion carried by the following vote:

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

At 9:39 p.m. there was a motion by Bacon, seconded by Randall to extend the executive session an additional 30 minutes. The motion carried by the following vote:

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

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

At 10:12 p.m. there was a motion by Bacon, seconded by Vogt, to extend the executive session by an additional 10 minutes. The motion carried by the following vote:

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

14. RECONVENE FROM EXECUTIVE SESSION - 10:21 P.M.

For Executive Session item 13A concerning the City Manager evaluation there were no decisions made or votes taken.

For Executive Session item 2A regarding the internal auditor - Motion made by Randall and seconded by Vogt to proceed as discussed in executive session.

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

15. ADDITIONAL ITEMS

Mr. Bacon asked City Manager Michael Wilkes to take note of the Railroad grade separation while in Reno, NV.

Mr. Campbell thanked his fellow council members for all they do.

Mrs. Brownlee mentioned the grand finale for Chief Menke.

16. ADJOURNMENT - 10:25 P.M.

Brenda Long

Assistant City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

SUBJECT: Consideration of a new cereal malt beverage license application.

ITEM DESCRIPTION:

Consideration of new cereal malt beverage license application for calendar year 2019 for Preet INC. d/b/a Smoke Hut at 130B S. Clairborne.

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>
Preet Inc. d/b/a Smoke Hut	19-70	130 B South Clairborne

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: Thursday, March 28, 2019 5:57 PM
To: Rachelle Breckenridge
Subject: FW: CMB - Smoke Hut 03-20-19
Attachments: CMB - Smoke Hut 03-20-19.pdf

Tracking:

Recipient

Rachelle Breckenridge

Response

Approve: 3/29/2019 10:39 AM

Rachelle, I have all the approvals for this CMP application. Once approved, the license number will be 19-70.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



From: Brenda Long

Sent: Thursday, March 21, 2019 12:53 PM

To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

Subject: CMB - Smoke Hut 03-20-19

Please use the voting tab to make comments and recommendations for the attached CMB application for Smoke Hut, located at 130 B South Clairborne Rd. by Thursday, March 28.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



Brenda Long

From: Brenda Long
Sent: Thursday, March 21, 2019 12:53 PM
To: Benjamin Laxton; Curtis Bowman; David Bryant; GIS Shared; Jo Prochko; Rachelle Breckenridge
Subject: CMB - Smoke Hut 03-20-19
Attachments: CMB - Smoke Hut 03-20-19.pdf

Tracking:

Recipient

Benjamin Laxton

Curtis Bowman

GIS Shared

Response

Approve: 3/22/2019 6:39 PM

Approve: 3/22/2019 9:37 AM

Approve: 3/28/2019 3:31 PM

Please use the voting tab to make comments and recommendations for the attached CMB application for Smoke Hut, located at 130 B South Clairborne Rd. by Thursday, March 28.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

SUBJECT: Consideration of a drinking establishment license renewal.

ITEM DESCRIPTION:

Consideration of a drinking establishment renewal for Chuy's Kansas, LLC, located at 11965 S. Strang Line Road

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.

- Chuy's Kansas LLC
11965 S. Strang Line Road
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

Brenda Long

From: Brenda Long
Sent: Wednesday, April 3, 2019 4:47 PM
To: Rachelle Breckenridge
Subject: FW: DEL - Chuys 03-28-19
Attachments: DEL - Chuys 03-28-19.pdf

Tracking:

Recipient

Rachelle Breckenridge

Response

Approve: 4/5/2019 11:02 PM

I have received all the approvals for Chuys.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

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From: Brenda Long

Sent: Thursday, March 28, 2019 6:01 PM

To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dianna Wright <DSWright@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

Subject: DEL - Chuys 03-28-19

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 4/5/19.

Brenda Long, Assistant City Clerk

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Resource Mgmt | City of Olathe, Kansas

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To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: March 29, 2019

Resource Management is in receipt of Chuy's Opco, Inc. (dba Chuy's) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Chuy's Opco, Inc. (dba Chuy's), 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.

From: [Benjamin Laxton](#)
To: [Brenda Long](#)
Cc: [Marcia Cline](#); [Timothy Linot](#)
Subject: RE: DEL - Chuys 03-28-19
Date: Friday, March 29, 2019 7:21:55 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[DEL - Chuys 03-28-19.pdf](#)

Brenda,

I recommend approval.

The most recent inspection is dated **09/14/2018** 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 year. Tim Linot or Marcia Cline (cc'd) will schedule a current inspection.

There was no voting tab so I replied to your message.

[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 28, 2019 6:01 PM

To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dianna Wright <DSWright@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

Subject: DEL - Chuys 03-28-19

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 4/5/19.

[Brenda Long](#), *Assistant City Clerk*

(913) 971-8675 | [OlatheKS.org](#)

Resource Mgmt | City of Olathe, Kansas

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Brenda Long

From: GIS Shared
Sent: Wednesday, April 3, 2019 4:19 PM
To: Brenda Long
Subject: Approve: DEL - Chuys 03-28-19

Follow Up Flag: Follow up
Flag Status: Flagged

CHUY'S
11965 S STRANG LINE RD

Zoning: CP-2, permitted by right
Ordinance: 98-26

200 FT school/church buffer: clear, no issues

Jared Daniel, *GIS Analyst*
(913) 971-9404 | OlatheKS.org
Public Works | City of Olathe, Kansas
Setting the Standard for Excellence in Public Service

From: Brenda Long
Sent: Thursday, March 28, 2019 6:01 PM
To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dianna Wright <DSWright@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>
Subject: DEL - Chuys 03-28-19

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 4/5/19.

[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: [Curtis Bowman](#)
To: [Brenda Long](#)
Subject: RE: DEL - Chuys 03-28-19
Date: Friday, March 29, 2019 9:01:40 AM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Brenda,

I didn't have a voting tab for this, but **it is approved.**

Curtis



Sergeant Curtis Bowman – Professional Standards Unit
501 E. Old 56 Hwy, Olathe, KS 66061
Desk – (913) 971-7783
Email - cbowman@olatheks.org

From: Brenda Long
Sent: Thursday, March 28, 2019 6:01 PM
To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dianna Wright <DSWright@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>
Subject: DEL - Chuys 03-28-19

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 4/5/19.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



RECEIVED

MAR 28 2019

CITY OF OLATHE
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 3/18/19 Business Phone: 913-397-0891

Name of Applicant: Chuy's Opco, Inc.

Business Address of Applicant: 11965 S. Stang Line Rd., Olathe, KS 66062
City State Zip

E-mail Address of Applicant (optional): tborrel@mfhliquorlaw.com

Legal description of premises: Lot 3, Olathe Station Two Replat, a subdivision in the City of Olathe, Johnson County, Kansas

Owner of premises (if different than applicant): Lot 3 OS, LLC

Address of owner of premises: 1707 N. Waterfront Parkway, Wichita, KS 67206
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 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.

Kyle V. Hill
Name of Applicant (Print Please)

[Signature]
Signature

Assistant Secretary

Title

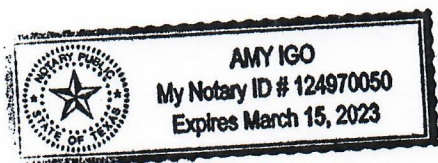
State of Texas

County of Travis

[Signature]
Notary

Sworn and subscribed before me this

This 25th day of March, 2019



SEAL



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, City Planning Division/Legal

STAFF CONTACT: Emily Carrillo; Daniel Yoza

SUBJECT: Consideration of Resolution No. 19-1028, approving a temporary event permit for alcohol to be possessed and consumed within a designated public area in Downtown Olathe.

ITEM DESCRIPTION:

Chick Events is returning to downtown Olathe on April 27th and April 28th bringing their unique pop-up marketplace featuring one of a kind, handcrafted goods from local makers throughout the metro and surrounding area. Chick Events is a very reputable, established event group that has hosted over a dozen events in KS and MO since their inception in 2014, with the goal to connect local and regional makers and small business owners with those who love to shop small. They combine a love for unique products, food, drinks, music, and a passion for supporting the maker community to bring fun, unique events to the Kansas City market.

Chick Events is requesting the City to allow alcohol to be purchased and consumed on public property within the secure, designated 24'x35' beer garden. Chick Events hosted the same event in Downtown Olathe in 2018, with no issues reported. Unlike last year, alcohol sales and consumption will only occur within a designated beer garden for the 2019 Spring Chick Event. These events directly align with the City's priority to revitalize and reinvest in Downtown. These types of community and cultural gatherings are vital to attracting people, encouraging social interaction, and building memories in Downtown. Not only do community events and programming foster civic pride, but they also activate Downtown Olathe and supports the surrounding small businesses.

Pursuant to state law, the City may issue a temporary permit to allow alcohol to be possessed and consumed on public property, including streets and sidewalks, if the City closes the streets to vehicular traffic. The resolution to approve this permit is Attachment A. The resolution includes a map of the beer garden where liquor will be allowed. Approval of this resolution is one step required to allow alcohol to be sold at the event. Individual liquor license holders are still required to obtain state licenses, in addition to this City license. The resolution requires that attendees comply with all alcohol laws of the City and State.

SUMMARY:

Resolution 19-1028 approves a temporary event permit for alcohol to be possessed and consumed within a designated public area in Downtown Olathe.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Resolution No. 19-1028.

ATTACHMENT(S):

Attachment A: Resolution No.19-1028

RESOLUTION NO. 19-1028

A RESOLUTION TEMPORARILY EXEMPTING A CERTAIN PORTION OF THE PUBLIC STREETS FROM THE PROHIBITIONS ON POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE ON PUBLIC PROPERTY IN THE CITY OF OLATHE, KANSAS.

WHEREAS, K.S.A. 41-719(a)(1) and O.M.C. 7.02.040(A) generally prohibit consumption of alcohol on public streets, alleys, roads, or highways; and

WHEREAS, K.S.A. 41-719(a)(2) allows alcohol to be consumed at a special event held on public streets, alleys, roads, sidewalks, or highways when a temporary permit has been issued pursuant to K.S.A. 41-2645, which allows cities to grant such a temporary permit by resolution; and

WHEREAS, the Governing Body of the City of Olathe desires to permit the sale and consumption of alcohol at the Spring Chick Event between the hours of 10 AM to 6 PM on April 27 and 11 AM to 4 PM on April 28, 2019.

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

SECTION ONE: Pursuant to K.S.A. 41-2645(e)(1), the request by Chick Events for a special event which includes consumption and possession of alcohol held at the location depicted in **Exhibit A** between the hours of 10 AM to 6 PM on April 27 and 11 AM to 4 PM on April 28, 2019 is hereby approved.

SECTION TWO: Pursuant to K.S.A. 41-719(a)(2), the fenced area on public streets, alleys, roads, or sidewalks at the location depicted in **Exhibit A** is hereby exempted from the requirements of K.S.A. 41-719(a)(1) and O.M.C. 7.02.040(A) from 10 AM to 6 PM on April 27 and 11 AM to 4 PM on April 28, 2019. During such time, persons who may legally consume alcohol may do so within the boundaries of such public property for the limited time as prescribed. The fenced area on the public streets, alleys, and roads at the location depicted in **Exhibit A** will be closed to vehicle traffic from 10 AM to 6 PM on April 27 and 11 AM to 4 PM on April 28, 2019.

SECTION THREE: Temporary permits may be issued either individually or on behalf of any groups or organizations associated with the event, subject to all applicable state statute and City ordinances, including issuance of temporary extension of licensed premises permits pursuant to K.S.A. 41-2645(e)(2).

SECTION FOUR: The boundaries of the special event depicted in **Exhibit A** shall be clearly marked by signs and barriers identifying the area in which alcohol may be possessed or consumed at such special event. No drinking will be allowed in

vehicles. Any licensed seller of alcohol shall ensure that no one under the age of 21 is served alcoholic liquor. Attendees shall comply with all alcohol laws of the City and State.

SECTION FIVE: This Resolution shall take effect immediately.

ADOPTED: by the Governing Body this 16th day of April 2019

SIGNED: by the Mayor this 16th day of April 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

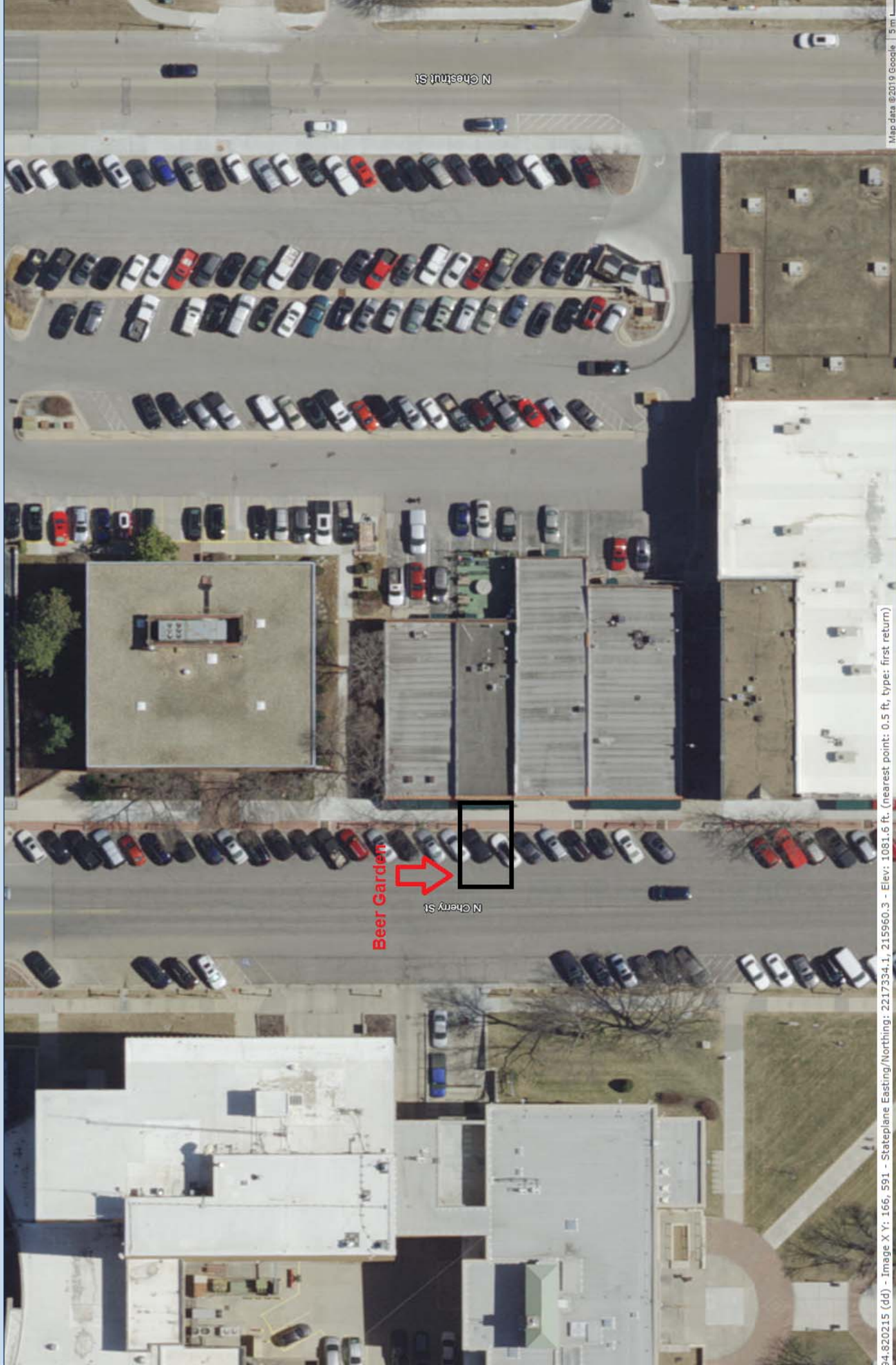
City Attorney

EXHIBIT A

search for location

Search Map

Clear





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Sean Pendley, AICP Senior Planner

SUBJECT: Revised preliminary site development plan to allow new wayfinding signage for the Garmin campus

ITEM DESCRIPTION:

Request for approval of a revised preliminary site development plan for Garmin Sign Package (PR19-0006) on 96.14± acres; located at 1200 E. 151st Street. Planning Commission recommends approval 7-0

SUMMARY:

The following is a revised preliminary site development plan to allow a wayfinding sign package for the Garmin campus. The directional signs will be located along public streets and within the campus along private drives. The applicant has submitted a project summary and design plans for the proposed wayfinding signs (attached).

Some of the proposed signs do not meet *Unified Development Ordinance (UDO)* requirements for community information signs, including height or sign area for directional signs. The applicant is requesting an exception for these sign requirements which may be considered as part of a revised preliminary development plan to be approved by the Planning Commission and City Council. There are no changes proposed for buildings or parking areas.

The applicant is proposing 20 different directional signs to be located throughout the campus to provide direction and identify different buildings. In addition, there are traffic control signs proposed along the interior drives to provide direction for truck deliveries. The Campus Wayfinding sign package shows the locations and dimensions for proposed signs.

According to UDO requirements, the maximum height for community information signs is six (6) feet and each sign face shall not exceed 20 square feet. The applicant is requesting exceptions for nine signs that exceed the height or sign area for community information signs. The three signs located along public streets are nine (9) feet tall and 36.3 square feet. These signs are identified as the "yellow dots" on the sign plans and are located at the entrances on Ridgeview Road, 151st Street and Mahaffie Circle.

Deviations or exceptions to sign requirements may be approved by the Planning Commission and City Council upon a finding that certain conditions are met per UDO requirements. The applicant has indicated that the Garmin campus is very large, 96 acres, and there is over 2 million square feet of building area. Garmin has also noted on-going issues with visitors trying to find the appropriate

MEETING DATE: 4/16/2019

entrances and locations for buildings and trucks not following the delivery routes. The applicant previously installed mock-up signs at 6 feet tall and 20 square feet and they noted it was difficult to see the wayfinding signs from the street.

The proposed exceptions for wayfinding signs do not conflict with the general intent of the *UDO* requirements for information signs. Due to the large size and scale of the campus and setbacks from streets, staff supports the proposed exceptions for *UDO* sign requirements.

The applicant spoke at the Planning Commission meeting and noted the importance for the wayfinding signage and requested exceptions for sign height and area. The Commissioners recommended approval of the revised preliminary development plan for wayfinding sign package as stipulated on pages 1 and 2 of the minutes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Approve revised preliminary site development plan for Garmin wayfinding sign package as recommended by the Planning Commission and as stipulated in the minutes.
2. Deny revised preliminary site development plan for Garmin wayfinding sign package.
3. Return the revised preliminary site development plan to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

ATTACHMENT(S):

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



City of Olathe

City Planning Division

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

Application:	<u>PR19-0006</u>	Revised preliminary site development plan for Garmin wayfinding signs
Location:	1200 E. 151 st Street	
Owner:	Garmin Realty, LLC, Patrick Desbois	
Applicant:	Gould Evans, Dan Zeller	
Engineer:	Phelps Engineering, Judd Claussen	
Staff Contact:	Sean Pendley, Senior Planner	

Site Area:	<u>96.1± acres</u>	Proposed Use:	<u>Business Park - Wayfinding Signage</u>
Zoning:	<u>BP/ C-2</u> (Business Park/ Commercial District)	Plat:	<u>Garmin Properties, Phase 1</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning	Site Design Category	Building Design Category
Site	Employment Area	Offices	BP/ C-2	5	E
North	Conventional Neighborhood	Single Family Residential	R-1	-	-
South	Community Commercial	Parking lot	C-2	-	-
East	Conventional Neighborhood	School/ Single Family Residential	R-1	-	-
West	Employment Area	Commercial	C-2/ CP-2	-	-

1. Comments:

The following is a revised preliminary site development plan to allow new wayfinding signage for the Garmin campus. The directional signs will be located along public streets and within the campus along private drives. The applicant has submitted a project

PR19-0006
 March 25, 2019
 Page 2

summary and design plans for the proposed wayfinding signs as part of a Campus Wayfinding Sign Package(attached).

Some of the proposed signs do not meet *Unified Development Ordinance (UDO)* requirements for community information signs, including height or sign area for directional signs. However the UDO does allow for sign exceptions to be considered on a case by case basis. The applicant is requesting an exception for these sign requirements, in accordance with the UDO, which may be considered as part of a revised preliminary development plan to be approved by the Planning Commission and City Council. There are no changes proposed for buildings or parking areas or any other areas of the preliminary development plan.

A zoning amendment and revised preliminary development plan (RZ-15-007) was approved for the Garmin campus in 2015. The revised plan included the new warehouse building on Mahaffie Circle. In addition, a revised development plan (PR-15-008) was approved in 2015 for the parking garage on Garmin Way.



Aerial photo of Garmin campus

2. **Sign Requirements:** Below is a summary of the City's requirements for signage and description of the signs being requested as part of the Campus Wayfinding Sign Package (Sign Package).

- a. **Community Information Signs** – These types of signs are used to provide direction, traffic control and identification of buildings and are considered different than monument signs or complex signs. Community information signs for planned developments shall be approved as part of an overall sign plan. According to UDO requirements, the maximum height for community information signs is six (6) feet and each sign face shall not exceed 20 square feet. The minimum setback requirement is one (1) foot from property lines. The applicant is requesting increases in height up to nine (9) feet and sign face area up to 36.3 feet as noted below in the requested sign exceptions.
- b. **Proposed Wayfinding Signs** – The applicant is proposing 20 different directional signs to be located throughout the campus to provide direction and identify different buildings. In addition, there are traffic control signs proposed along the interior drives to provide direction for truck deliveries. The Sign Package shows the locations and dimensions for proposed signs. Most of the directional signs meet UDO requirements for height and sign area.

The applicant has also provided photo simulations for the signs to show the size and scale of the signs in relation to the existing buildings and streets.



View from Ridgeview Road looking west

- c. **Requested Sign Exceptions** – The applicant is requesting exceptions for nine signs that exceed the height or sign area for community information signs. The three signs located along public streets are nine (9) feet tall and 36.3 square feet. These signs are identified as the “yellow dots” on the sign plans and are located at the entrances on Ridgeview Road, 151st Street and Mahaffie Circle.

The UDO requirements for information signs are six (6) feet in height and 20 square feet so these signs exceed the height requirement by 3 feet and 16.3 square feet in sign area.

The other exceptions are for the interior parking entrance signs which are identified as “green dots” on the plans. These signs are six feet tall but have a sign area of 22.5 square feet so they exceed the UDO requirement by 2.5 square feet.



View from 151st Street and Mahaffie looking east

3. Analysis for Sign Exceptions:

According to UDO 18.50.190.W, deviations or exceptions to sign requirements may be approved by the Planning Commission and City Council upon a finding that the following conditions are met:

- a. That the deviation requested arises from such condition which is unique to the property in question, is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or applicant.*

The Garmin campus is very large, 96 acres, and there is over 2 million square feet of total building area. The size and area of this campus is unique for the City of Olathe. In addition, there are access drives along three different public streets and there have been several traffic improvements recently constructed to serve the development. These public improvements have improved access, however there is a need to provide better direction and identification to new buildings on the subject property.

- b. That granting the deviation will not adversely affect the rights of adjacent property owners or residents.*

The proposed wayfinding signs are located along public streets and internal private drives. The signs that are closest to adjacent residential properties are five (5) in height and meet UDO requirements for size and setbacks. The signs are not

illuminated and will not be visible from adjacent residential properties. The requested exceptions for height and sign area will not adversely affect surrounding properties.

- c. That the strict application of the provisions of this ordinance would constitute unnecessary hardship upon the property owner represented in the application.*

Garmin has noted on-going issues with visitors trying to find the appropriate entrances and locations for buildings and trucks not following the delivery routes. The applicant has indicated that it will be very difficult for motorists to see the wayfinding signs if they are only six feet in height and 20 square feet. Garmin previously installed mock-up signs at 6 feet tall and they did not provide adequate visibility from the streets or within the campus.

- d. That the deviation desired will not adversely affect the public health, safety, moral order, convenience, prosperity, or general welfare.*

The proposed sign exceptions do not pose a threat to the public health, safety or general welfare of the community. The signs meet requirements for setbacks and intersection sight distance.

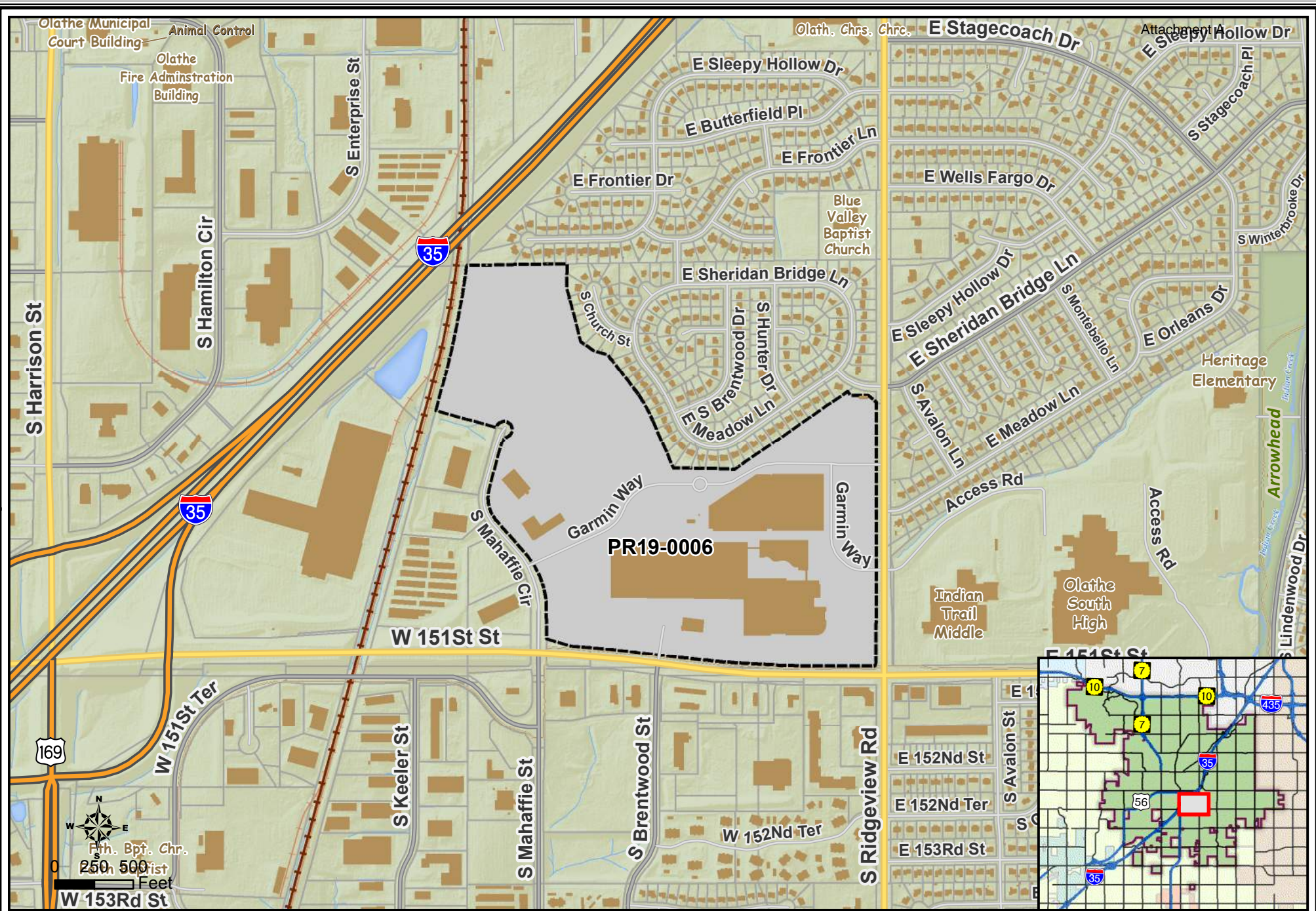
- e. That granting the deviation will not be opposed to the general spirit and intent of this ordinance.*

The proposed exceptions for wayfinding signs do not conflict with the general intent of the UDO requirements for information signs. The proposed signs will provide better direction and identification for the buildings and should limit truck traffic through the interior of the campus which causes conflicts for internal traffic and pedestrian access. Due to the large size and scale of the campus and setbacks from streets, staff supports the proposed exceptions for UDO sign requirements.

4. Recommendation:

Staff recommends approval of the revised preliminary site development plan (PR19-0006) subject to the following stipulations:

- a. Exceptions shall be granted for the maximum height of information signs up to nine (9) feet as identified in the Campus Wayfinding Sign Package dated March 4, 2019.
- b. Exceptions shall be granted for the maximum area of information signs up to 36.3 square feet as identified in the Campus Wayfinding Sign Package dated March 4, 2019.
- c. Sign permits shall be approved for information signs as proposed and with exceptions granted by the Governing Body. All other signs shall comply with UDO requirements.



GARMIN SIGN PACKAGE PR19-0006



User: JaredMD
Date: 03/19/2019





March 18, 2019

Mr. Sean Pendley
Sr. Planner / Public Works
City of Olathe, Kansas

Re: Garmin Site Signage & Wayfinding Project Narrative

Dear Mr. Sean Pendley,

The project narrative for the Garmin Site Signage and Wayfinding is to provide this package to assist with visitors, vendors and deliveries to the Garmin Campus. With over 2M square feet of buildings on the campus site wayfinding is important and the message needed on the signs requires some of the signs to be larger than allowed by the current UDO. We are requesting an exception for a few of the signs to be larger than allowed by the current UDO.

The signs not meeting the current UDO are: Entrance Sign E1/02; E2/02; S1/01; SW/04 (4 locations) is 6' tall however the width of the sign takes is slightly outside the allowed 20 square feet per face. These signs are deeper within the Garmin campus and not adjacent to public streets. Entrance Signs E2/01; SW/01; SW/03 with the base is 9' tall. The area of the sign is larger than the 20 square feet allowed as well. There are three of these signs and they are located along the public streets (Mahafie Circle, 151st Street and Ridgeview Road. Due to the sign message needed and the visibility required along the streets they are located we can't make the signs any smaller and be effective.

Sincerely,

A handwritten signature in blue ink, reading "Dan Zeller". The signature is fluid and cursive, with the first name "Dan" and last name "Zeller" clearly visible.

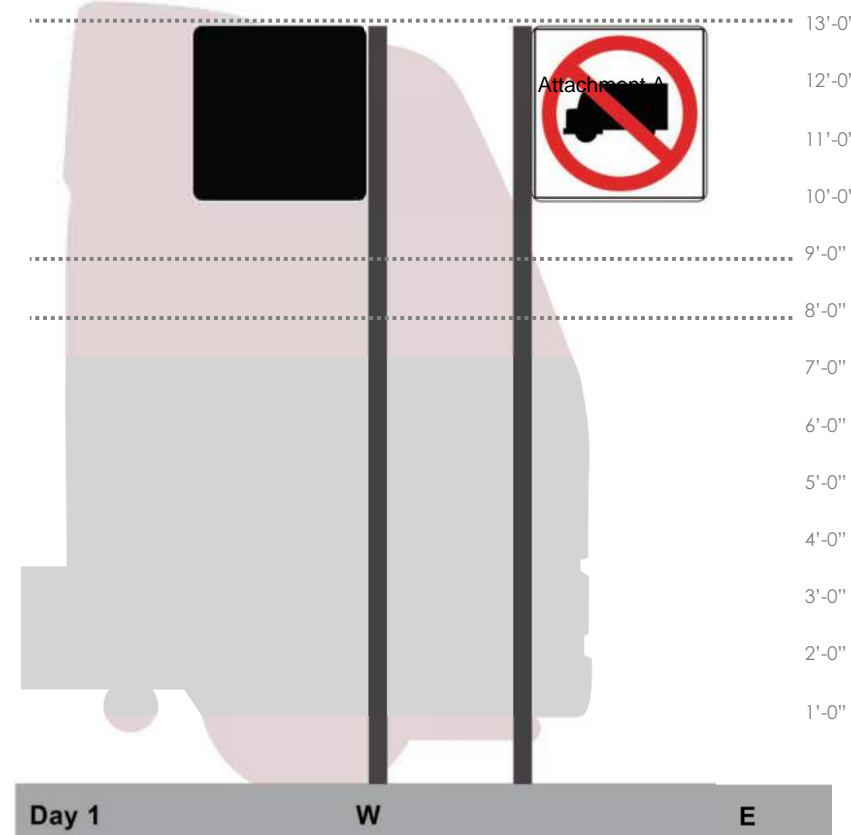
Dan Zeller, AIA
Principal

4200 PENNSYLVANIA AVE
KANSAS CITY, MO 64111
816.931.6655

KANSAS CITY LAWRENCE PHOENIX SAN FRANCISCO NEW ORLEANS
WWW.GOULDEVANS.COM

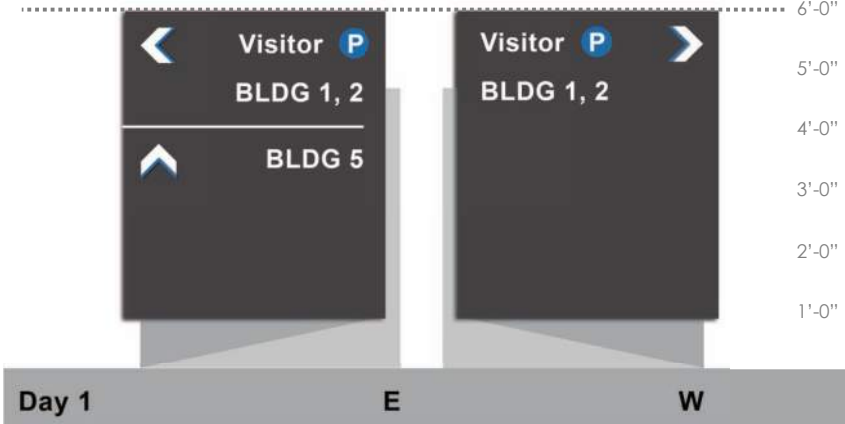
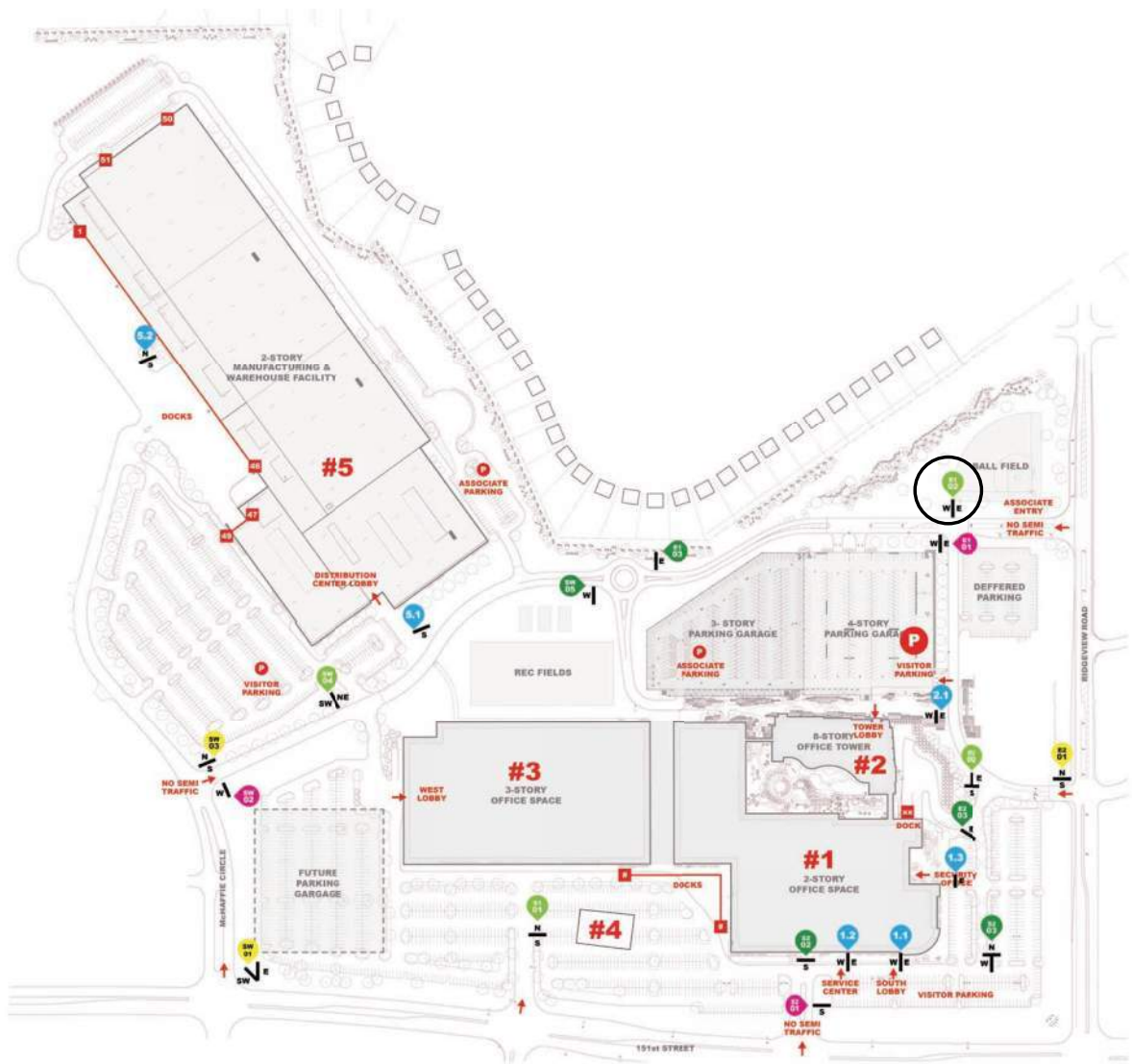
CAMPUS WAYFINDING

MESSAGE SCHEDULE + CONTEXT (REVISED)
03.04.2019



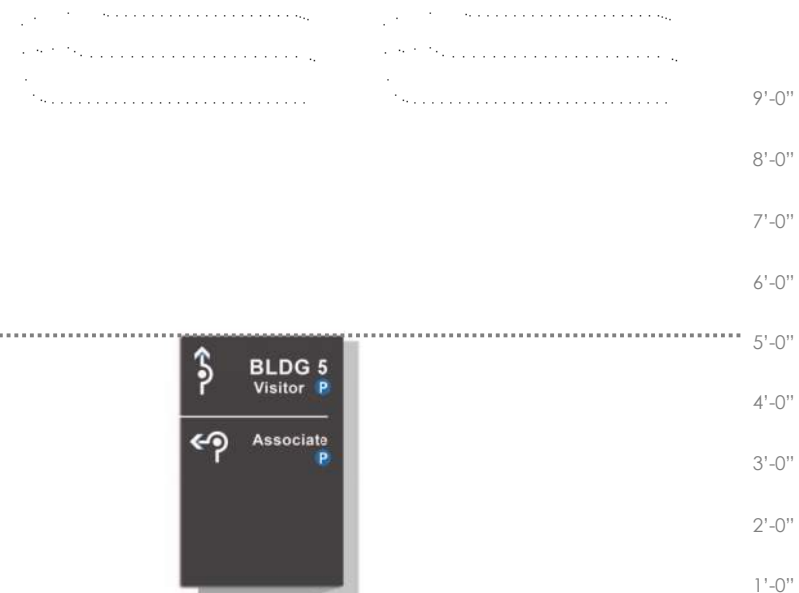
3.75" Prime Letter Height (Cap Letters)
24" Icon

Sign Face: 36"x36"
Area: 9 square feet



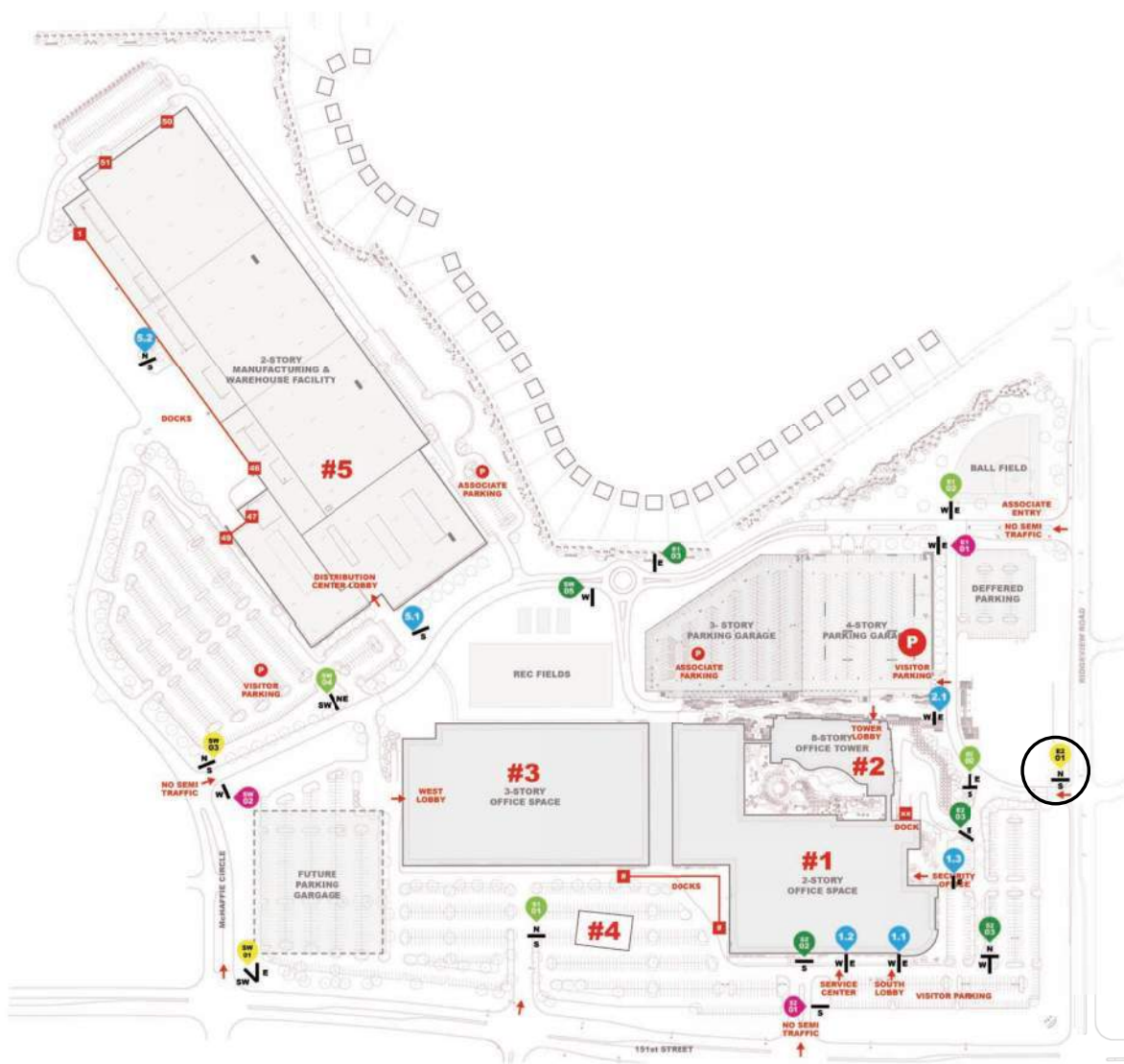
3.75" Prime Letter Height (Cap Letters)
3" Secondary Letter Height (Cap Letters)
approx. 55.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 22.5 square feet
REQUIRES VARIANCE



3" Prime Letter Height (Cap Letters)
2.25" Secondary Letter Height (Cap Letters)
approx. 34.75" Overall Width

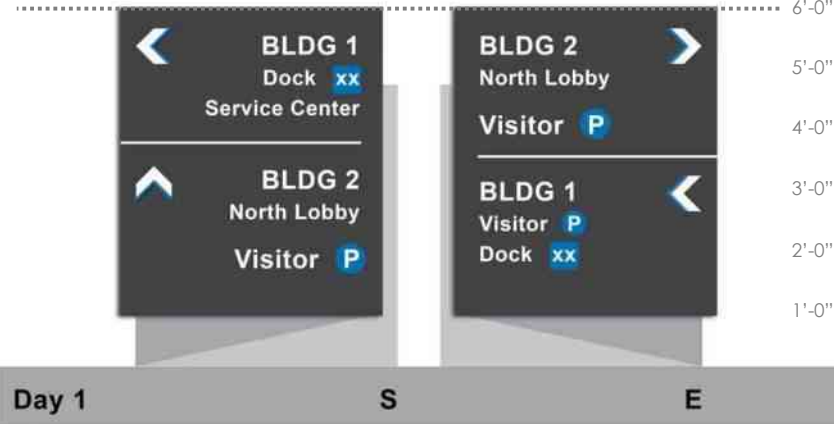
Sign Face: 52 1/2"x61 1/2"
Area: 11 square feet



4" Prime Letter Height (Cap Letters)
3.25" Secondary Letter Height (Cap Letters)
approx. 68.5" Overall Width

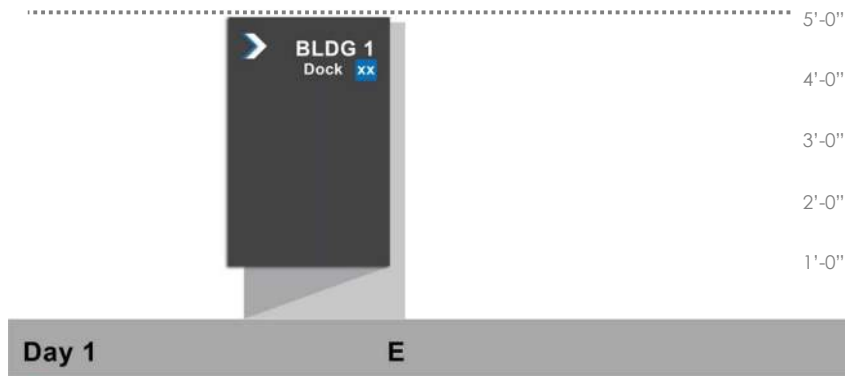
Sign Face: 64 1/2"x81"
Area: 36.25 square feet
REQUIRES VARIANCE

WAYFINDING > vehicular wayfinding – E2 entrance



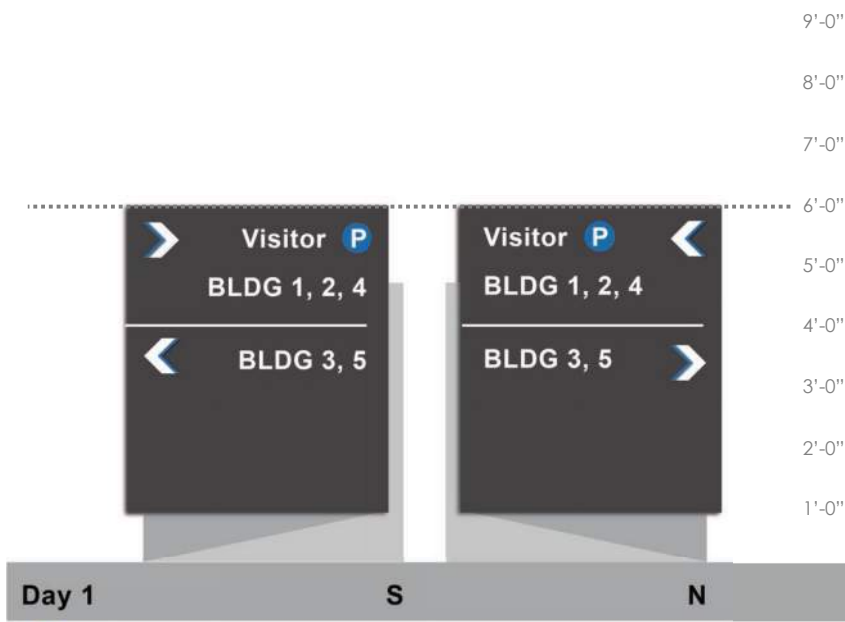
3.75" Prime Letter Height (Cap Letters)
3" Secondary Letter Height (Cap Letters)
approx. 55.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 22.5 square feet
REQUIRES VARIANCE



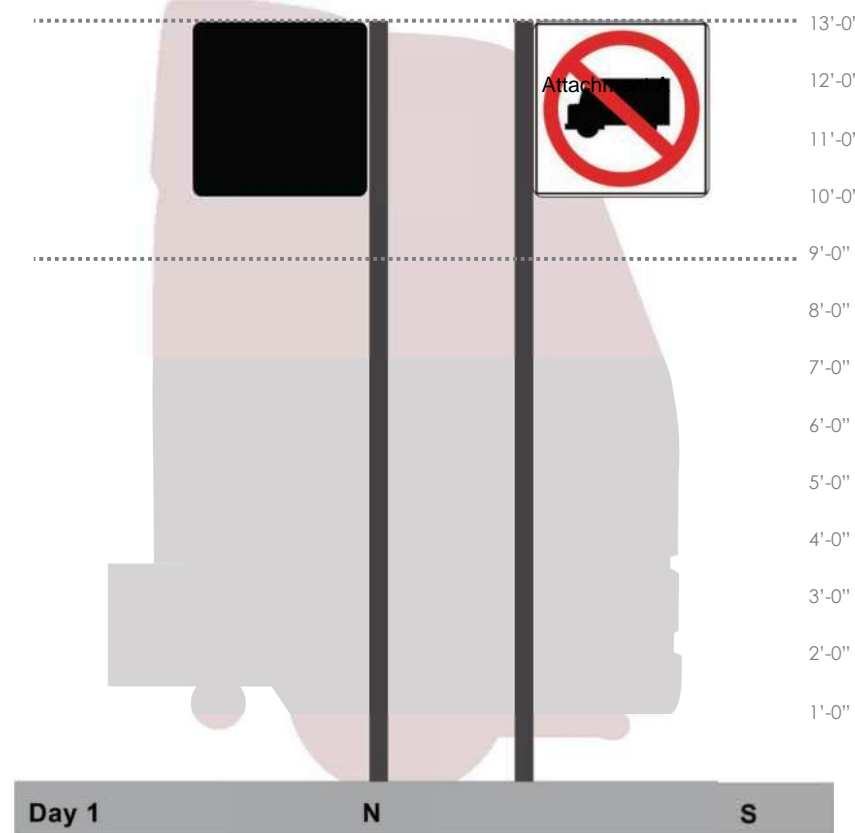
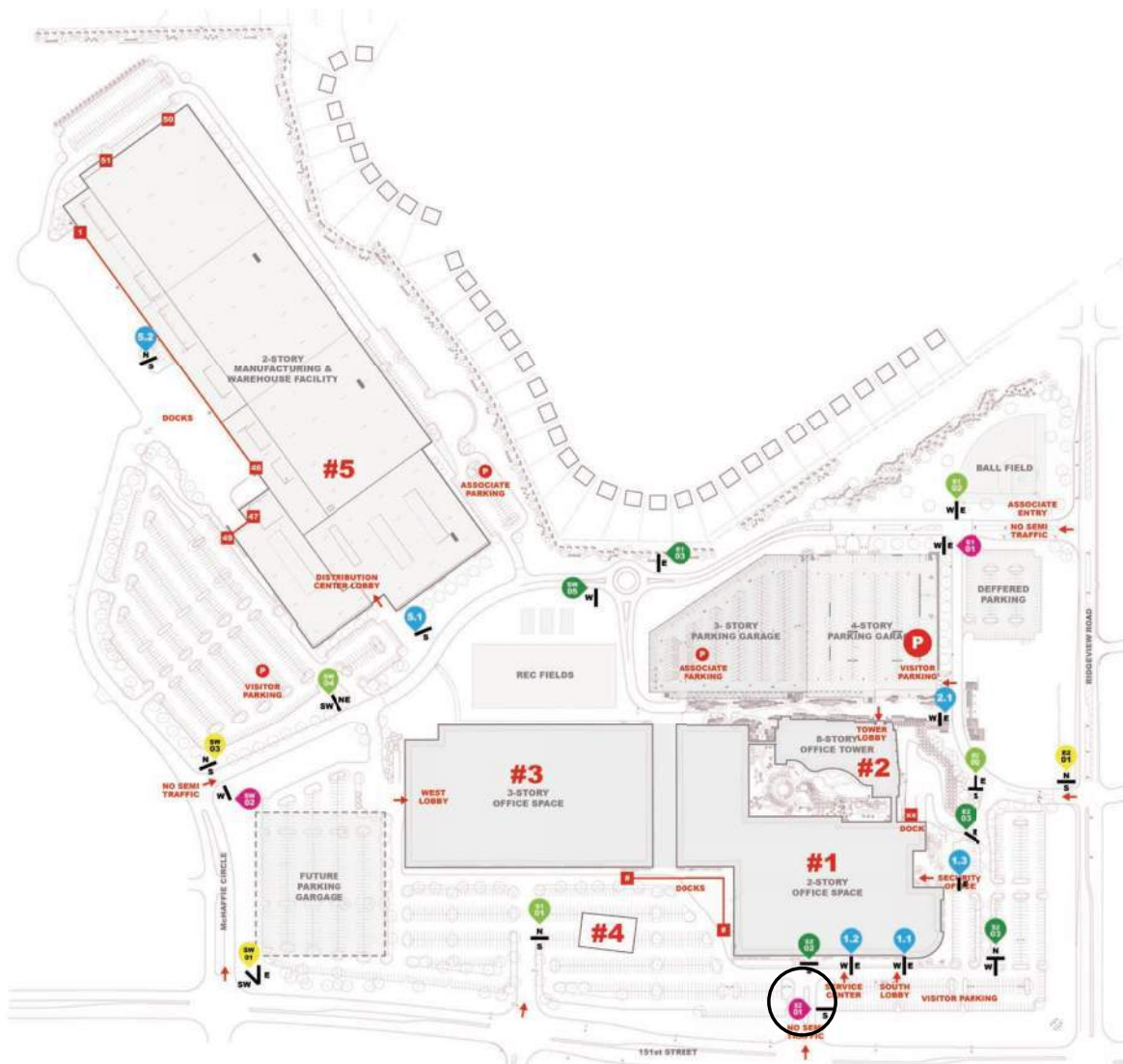
3" Prime Letter Height (Cap Letters)
2.25" Secondary Letter Height (Cap Letters)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 11 square feet



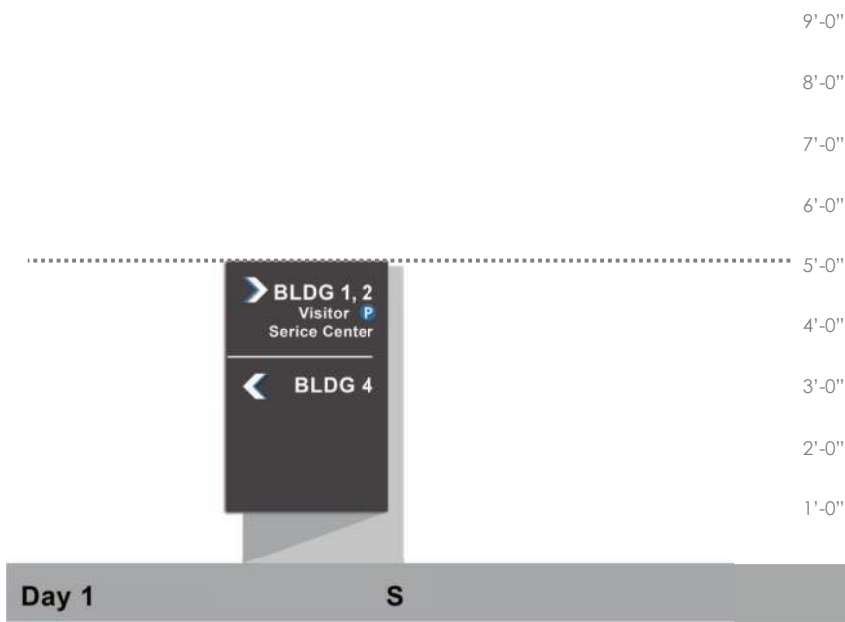
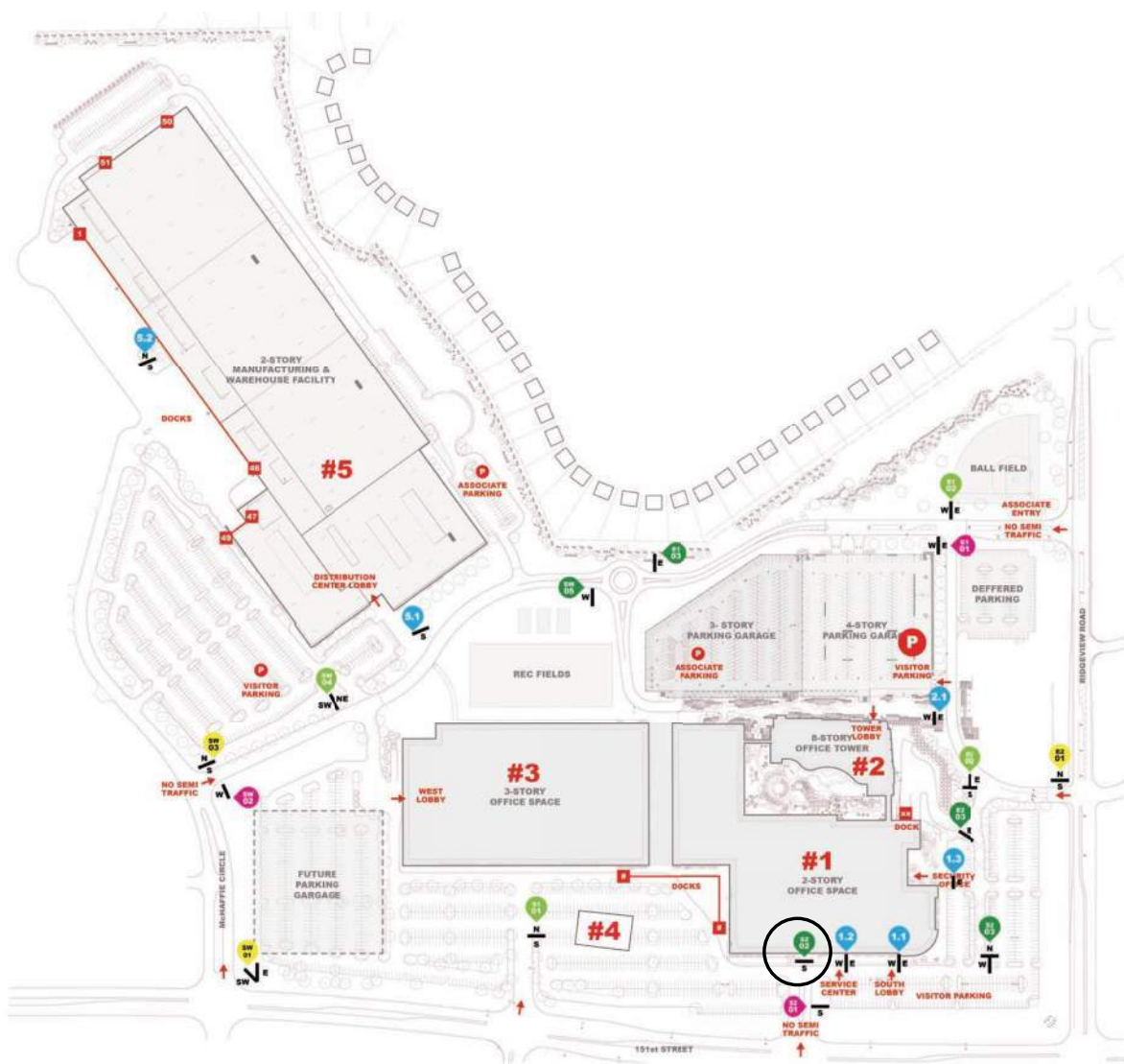
3.75" Prime Letter Height (Cap Letters)
3" Secondary Letter Height (Cap Letters)
approx. 55.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 22.5 square feet
REQUIRES VARIANCE



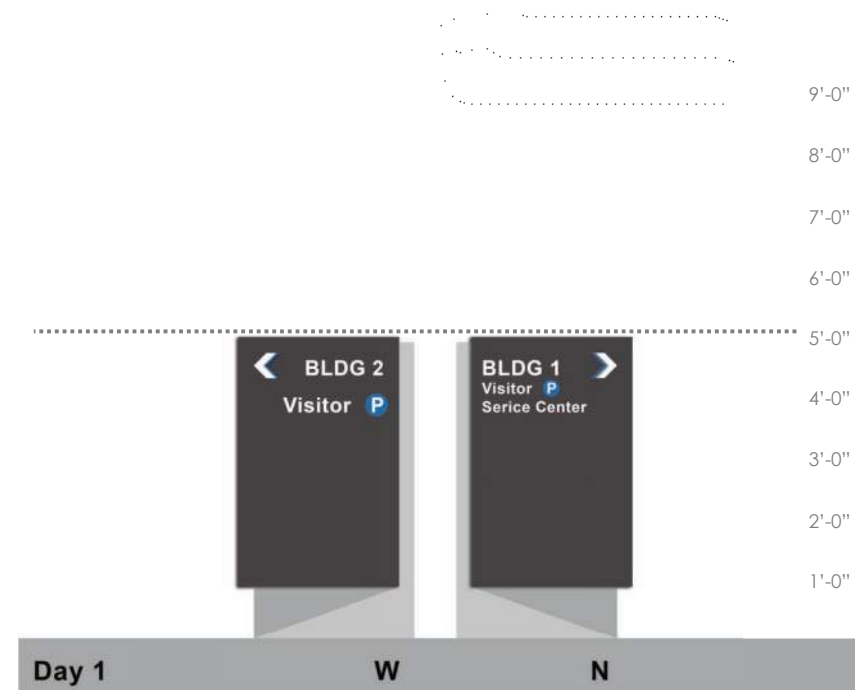
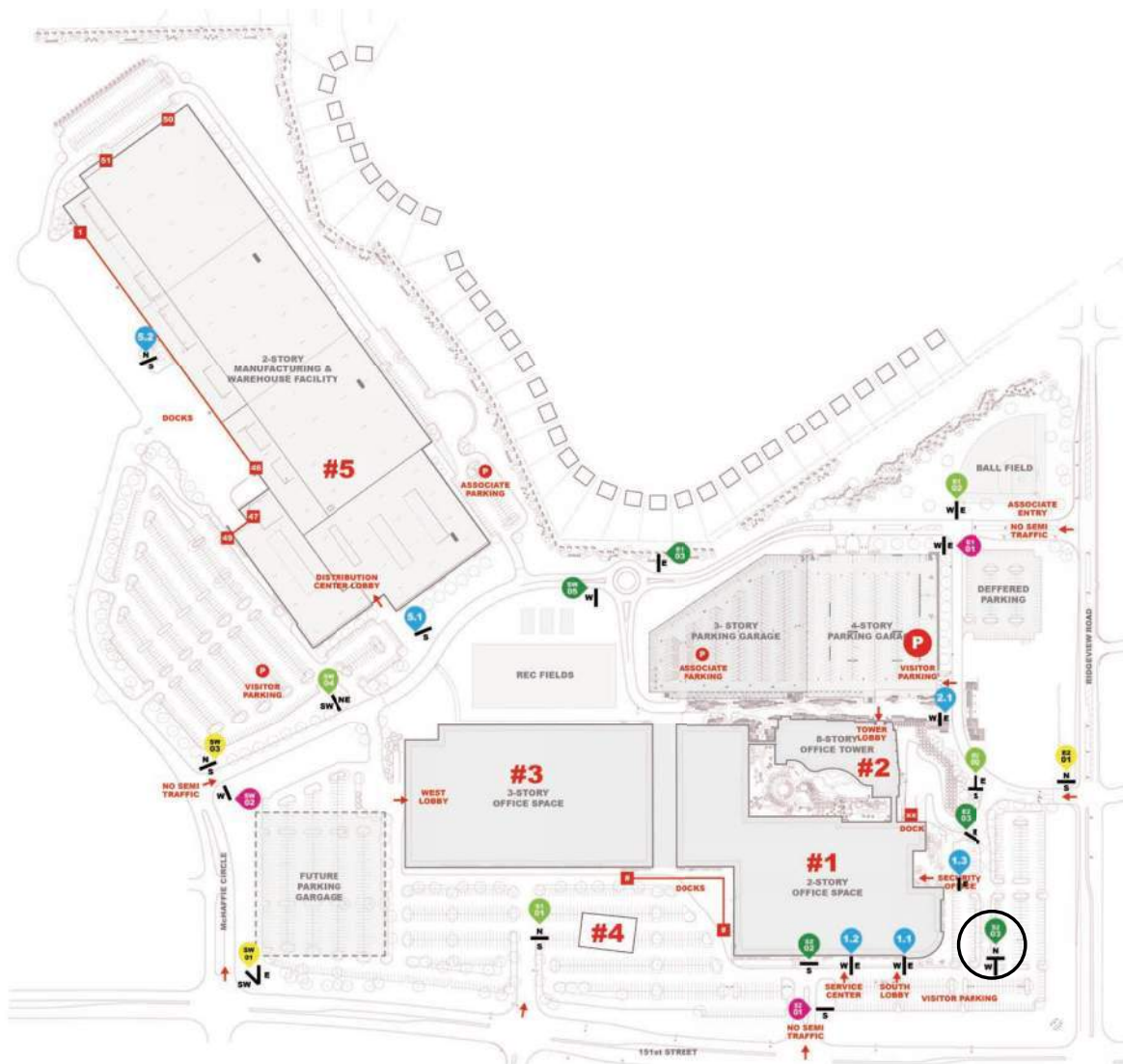
3.75" Prime Letter Height (Cap Letters)
24" Icon

Sign Face: 36"x36"
Area: 9 square feet



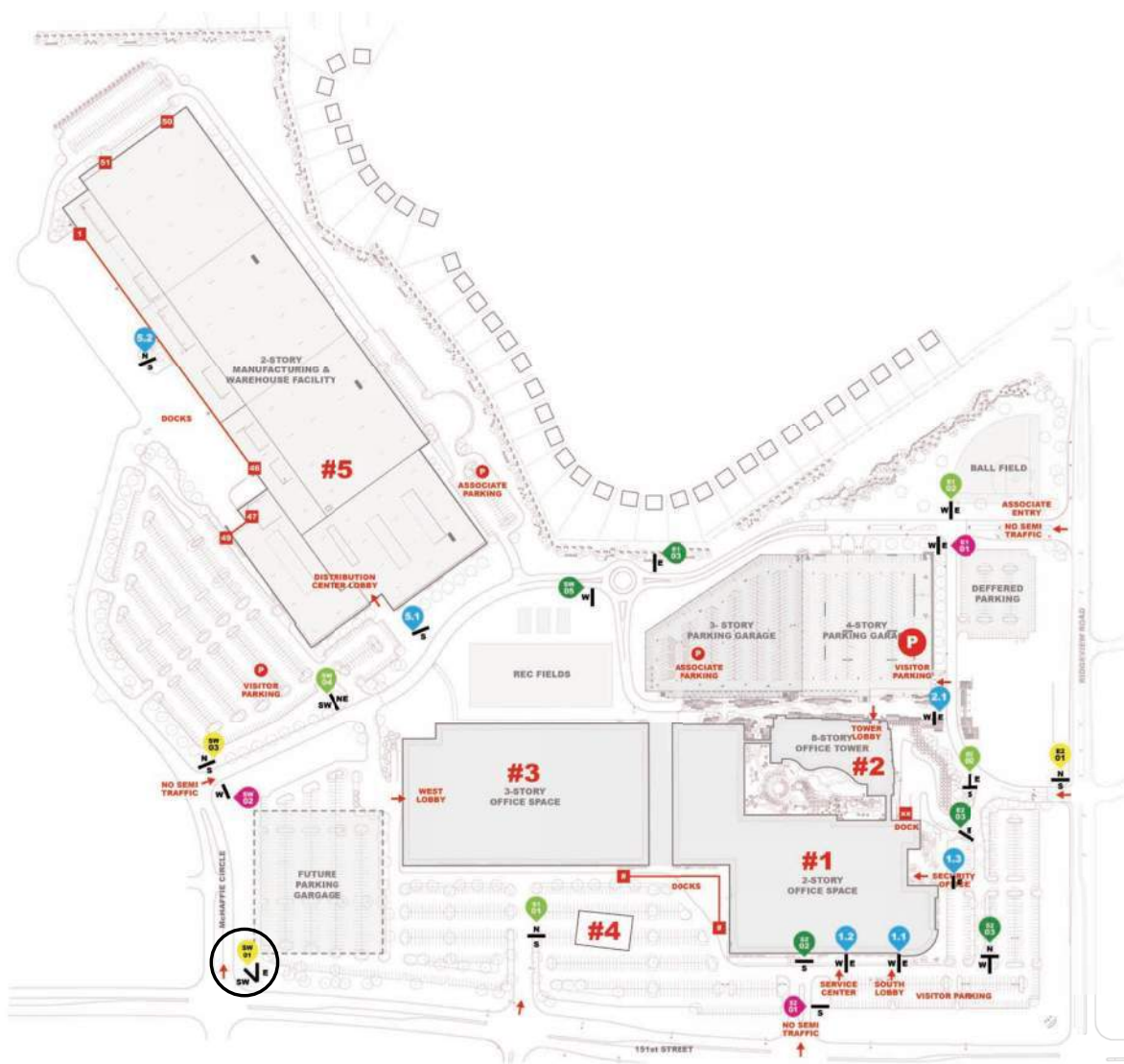
3" Prime Letter Height (Cap Letters)
2.25" Secondary Letter Height (Cap Letters)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 11 square feet



3" Prime Letter Height (Cap Letters)
2.25" Secondary Letter Height (Cap Letters)
approx. 34.75" Overall Width

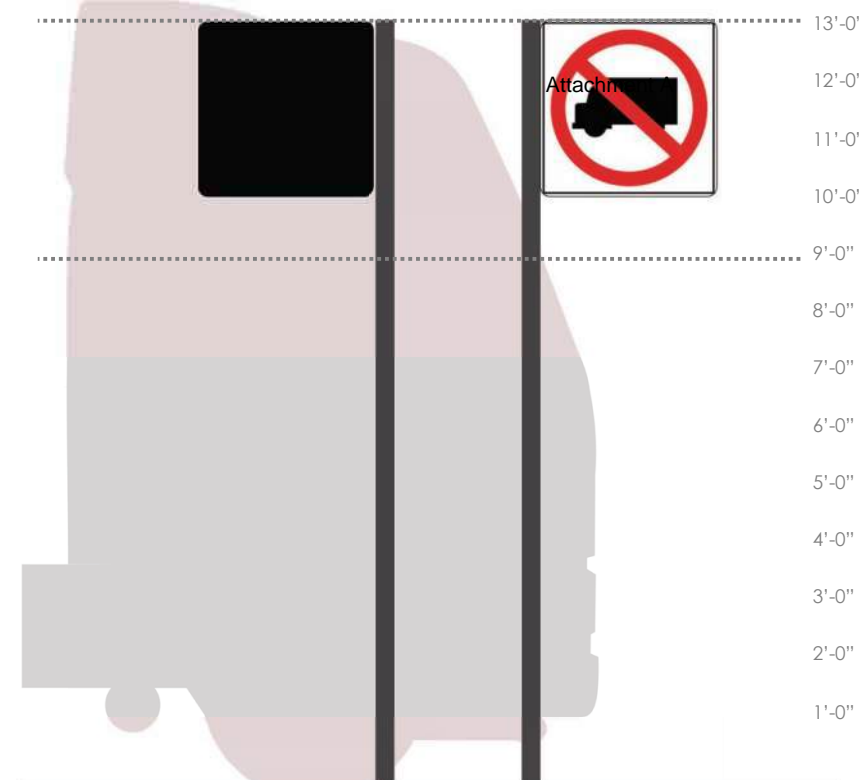
Sign Face: 52 1/2"x61 1/2"
Area: 11 square feet



4" Prime Letter Height (Cap Letters)
3.25" Secondary Letter Height (Cap Letters)
approx. 68.5" Overall Width

Sign Face: 64 1/2"x81"
Area: 36.25 square feet
REQUIRES VARIANCE

WAYFINDING > vehicular wayfinding – SW entrance



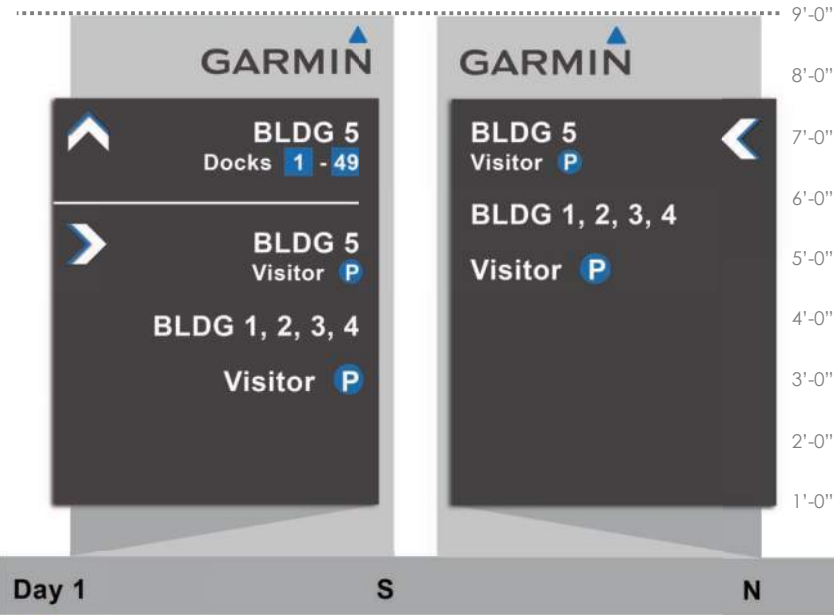
Day 1 W

SW 02

3.75" Prime Letter Height (Cap Letters)
24" Icon

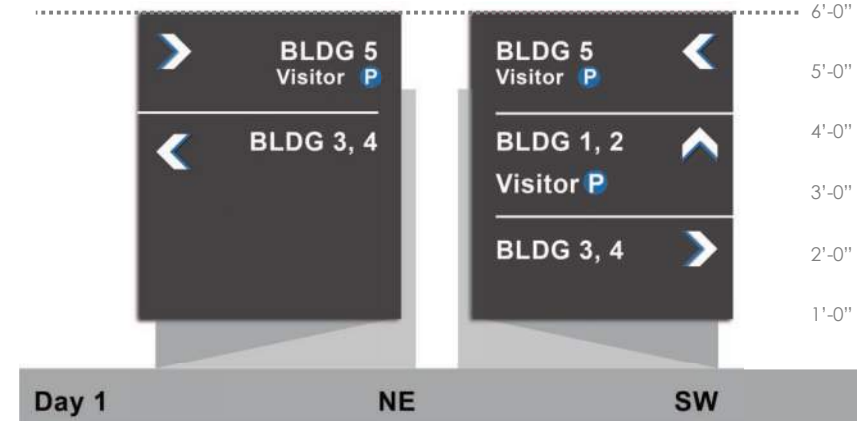
Sign Face: 36"x36"
Area: 9 square feet

WAYFINDING > vehicular wayfinding – SW entrance



4" Prime Letter Height (Cap Letters)
3.25" Secondary Letter Height (Cap Letters)
approx. 68.5" Overall Width

Sign Face: 64 1/2"x81"
Area: 36.25 square feet
REQUIRES VARIANCE



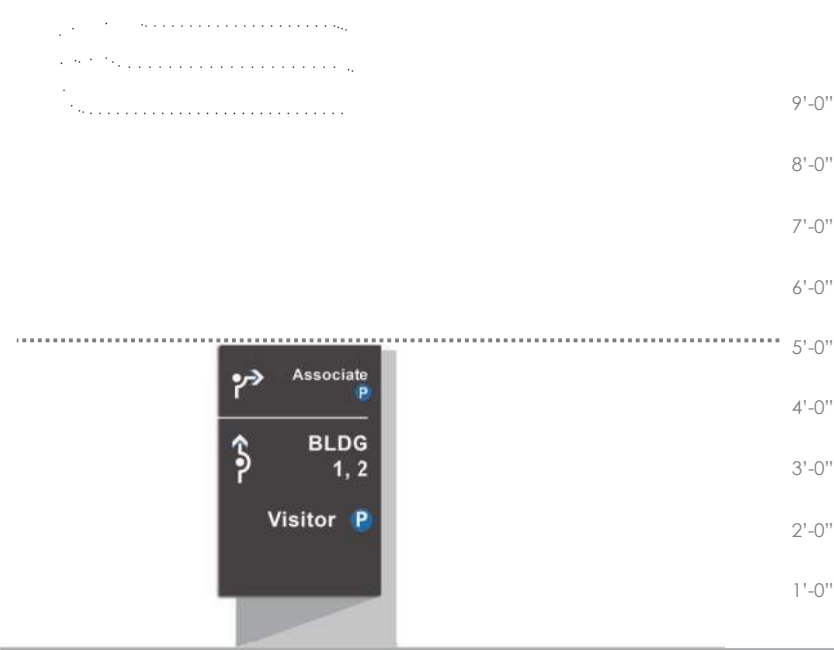
3.75" Prime Letter Height (Cap Letters)
3" Secondary Letter Height (Cap Letters)
approx. 55.75" Overall Width

Sign Face: 52 1/2"x61 1/2"

Area: 22.5 square feet

REQUIRES VARIANCE

WAYFINDING > vehicular wayfinding – SW entrance

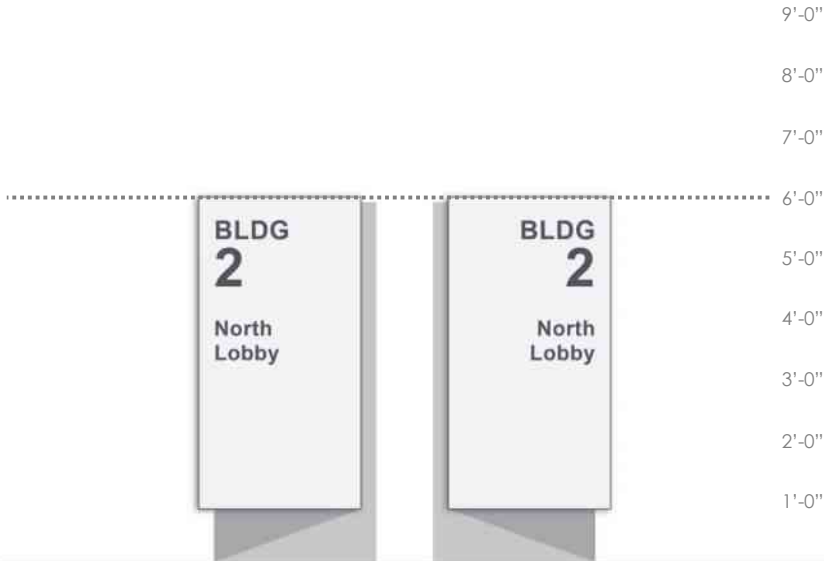


Day 1 W



3" Prime Letter Height (Cap Letters)
2.25" Secondary Letter Height (Cap Letters)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 11 square feet

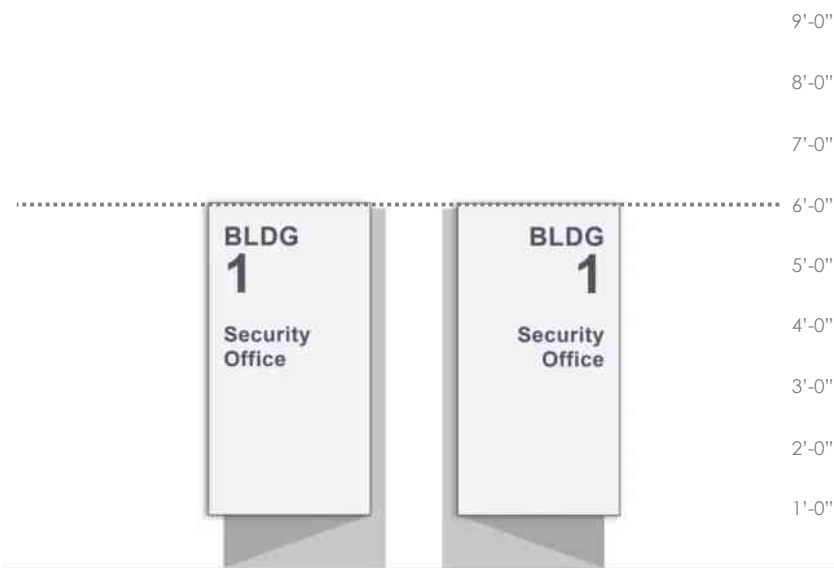


Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet

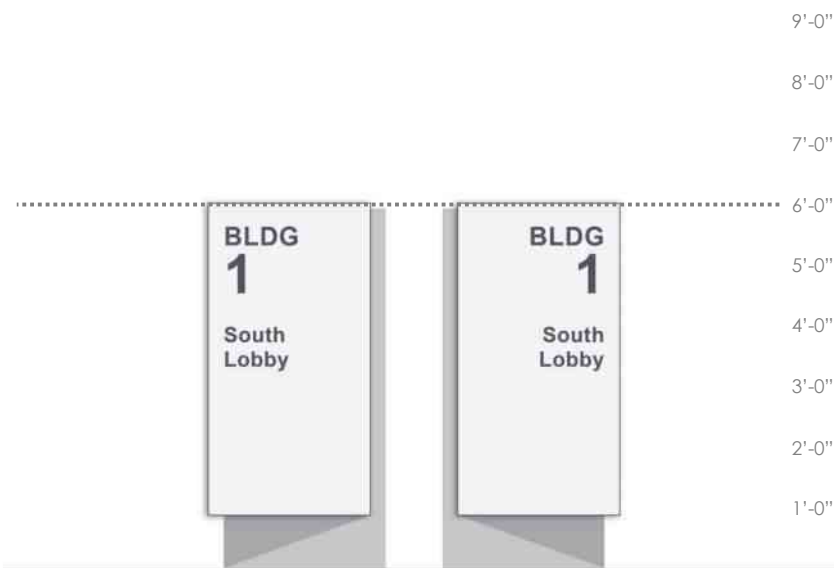
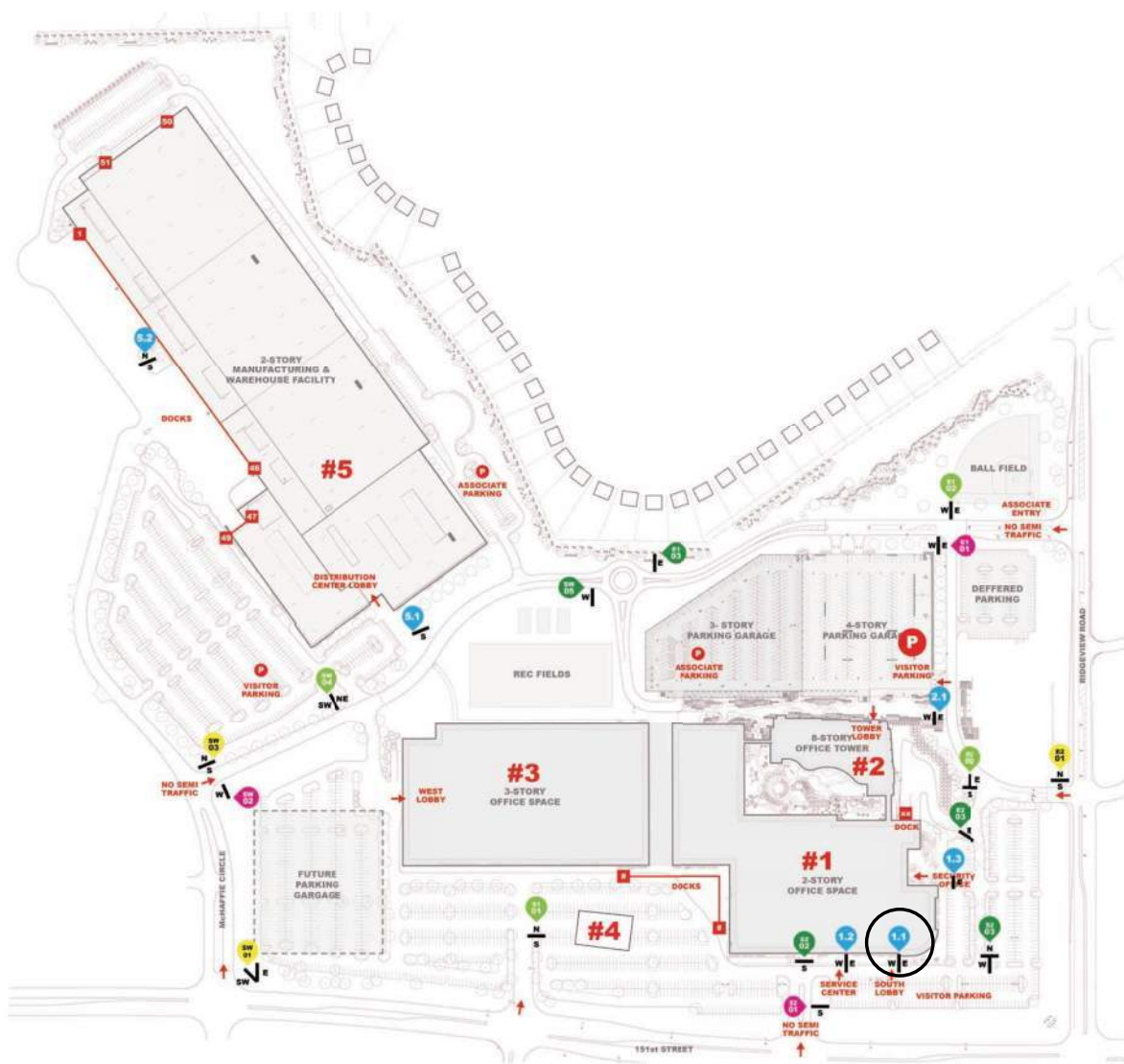


Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet

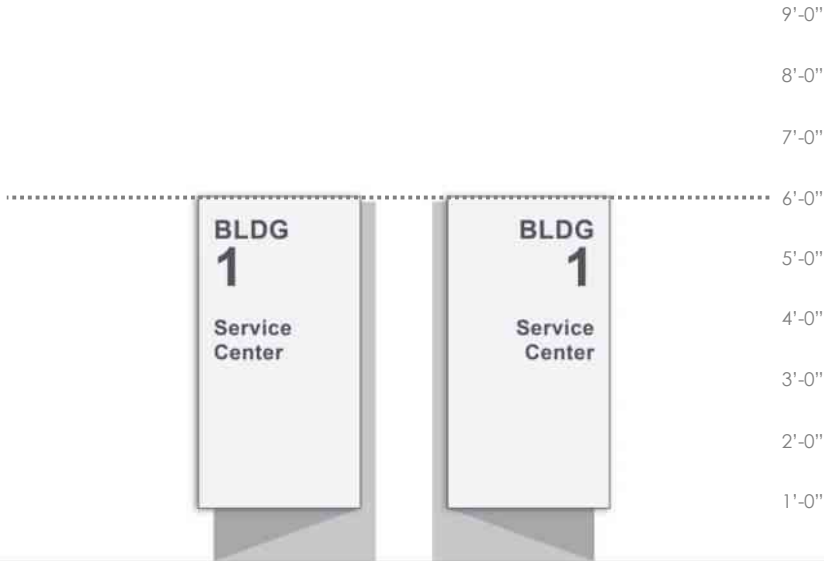
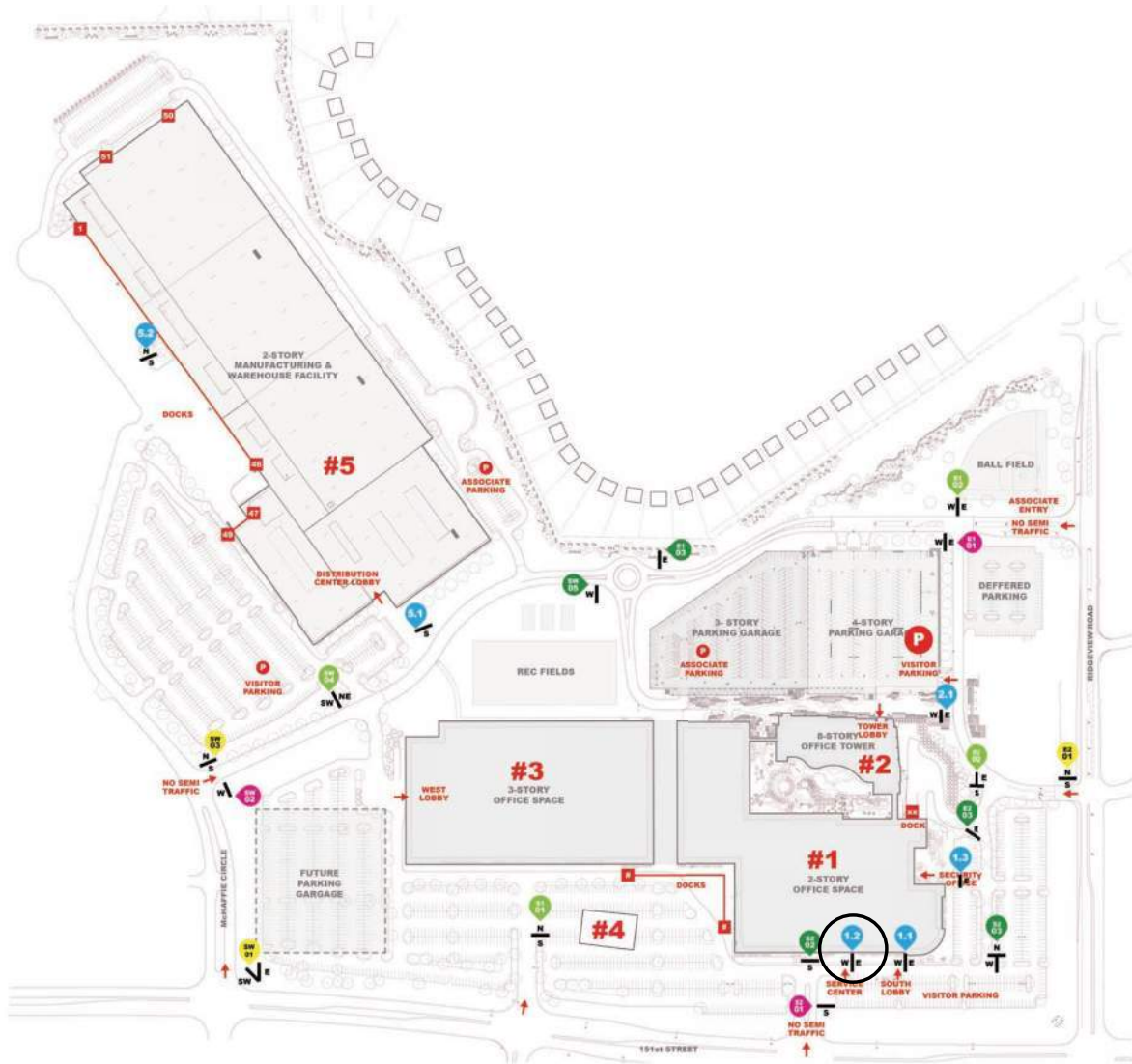


Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet



Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet

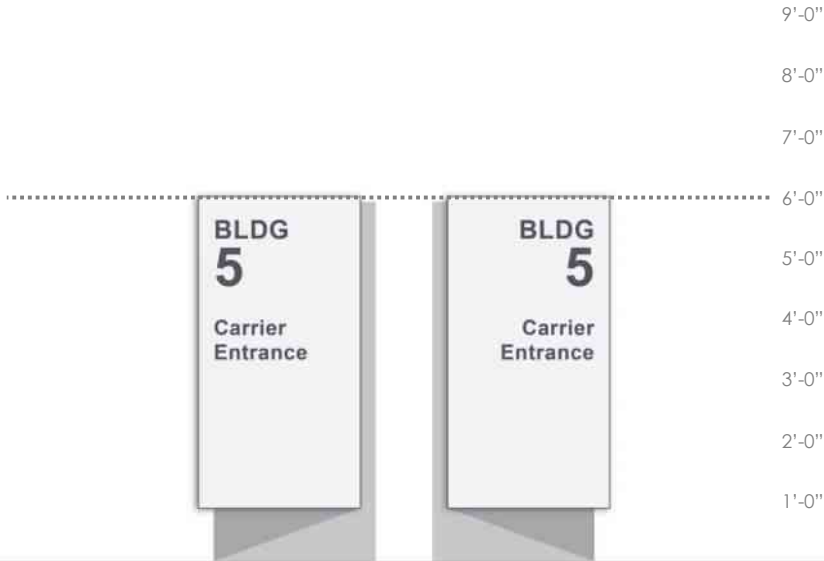
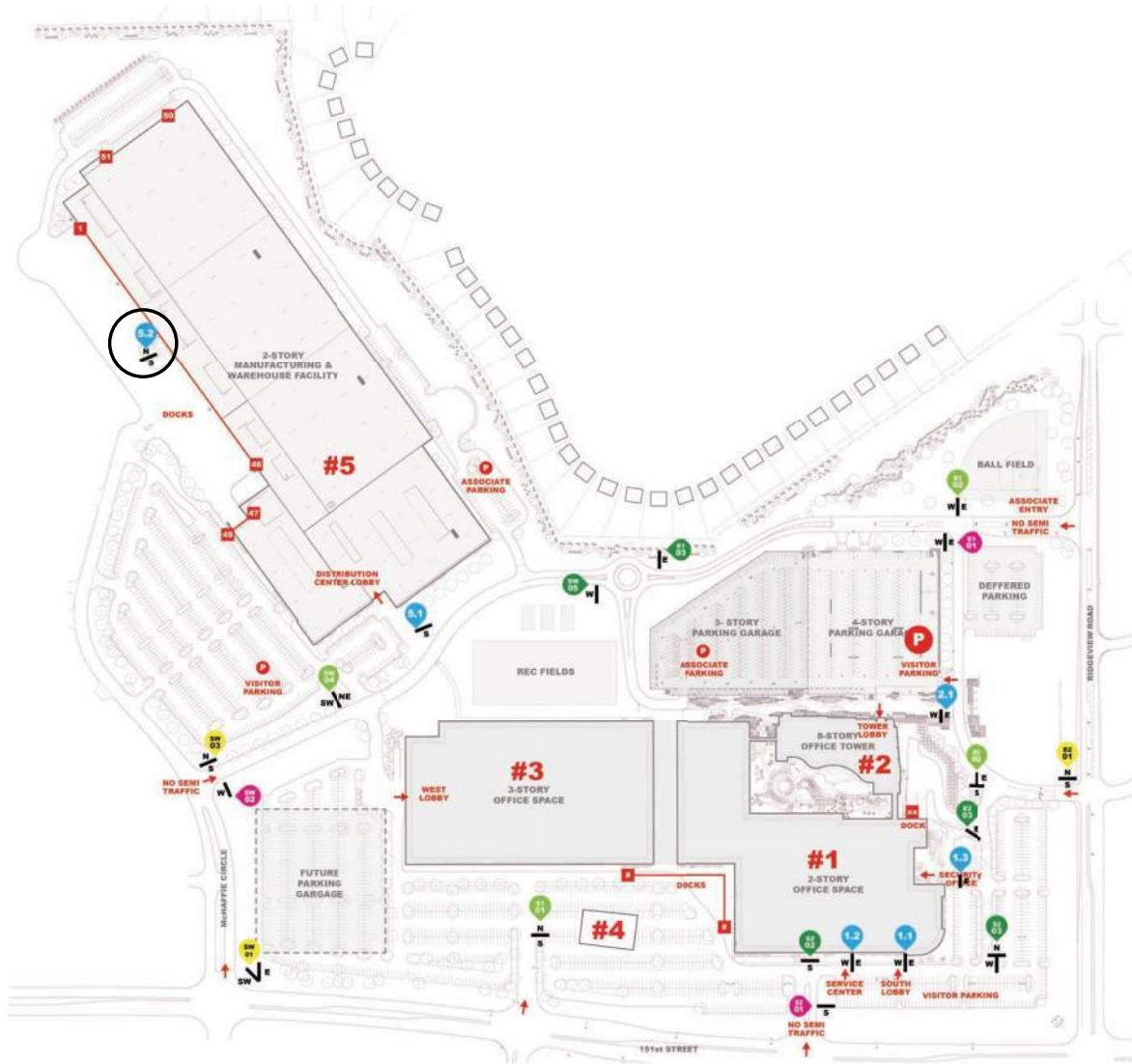


Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet



Day 1



3.75" Prime Letter Height (Cap Letters)
7.5" Number Height
3" Secondary Letter Height (Title Cap)
approx. 34.75" Overall Width

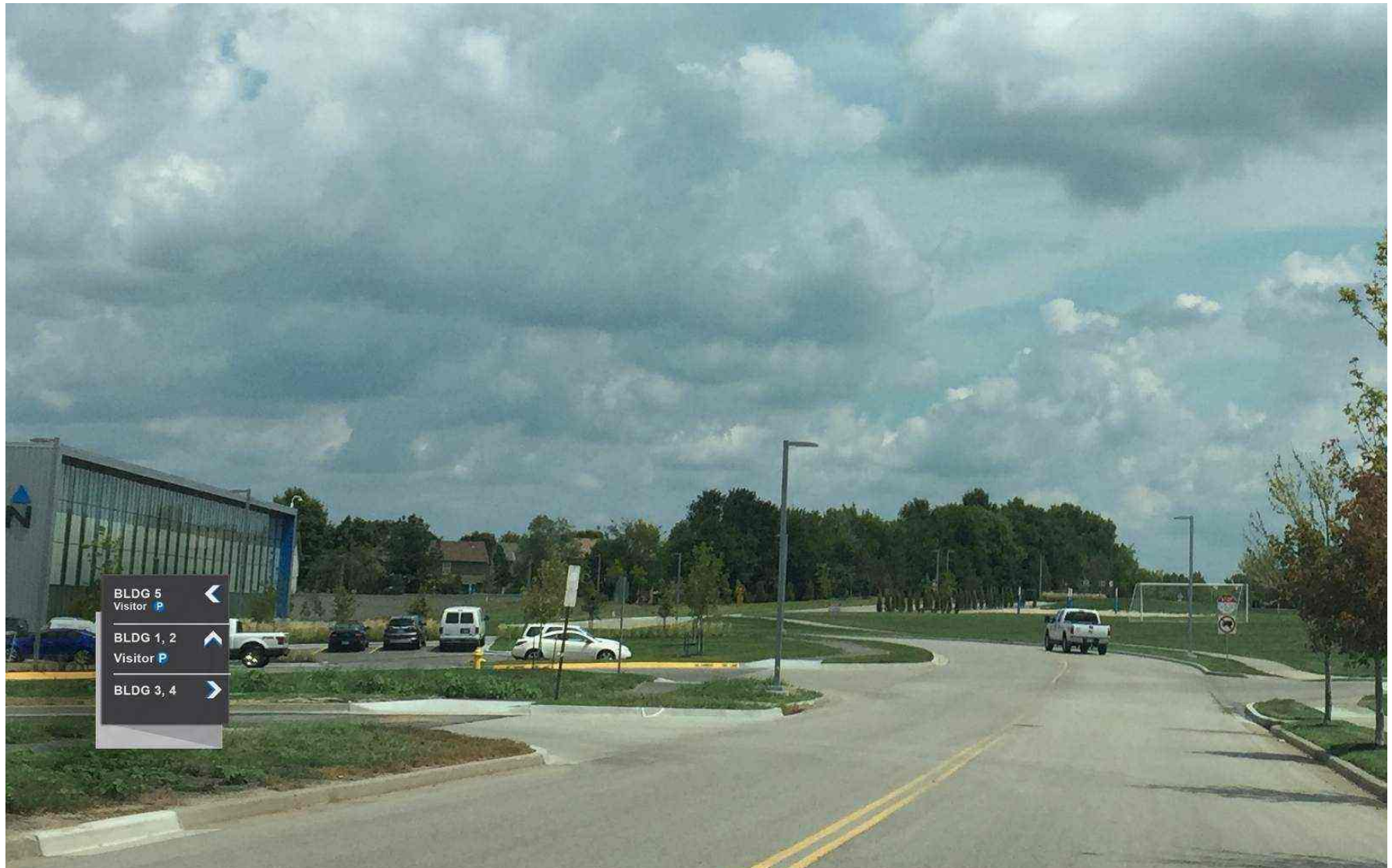
Sign Face: 52 1/2"x61 1/2"
Area: 14 square feet

















City of Olathe

City Planning Division

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

Application:	<u>PR19-0006</u>	Request approval for revised preliminary site development plan for Garmin Sign Package on 96.14± acres; located at 1200 E. 151 st Street.
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Sean Pendley, Senior Planner, appeared before the Planning Commission, summarizing this request for a revised preliminary site development plan for a wayfinding sign package for the Garmin campus. Mr. Pendley noted that the Garmin campus is large and continues to grow, adding buildings and additional employees frequently. There have been requests for better directional wayfinding signage for the campus and individual buildings as they have grown. Mr. Pendley said the applicant has been working on this for quite some time and is ready to move forward.

Mr. Pendley said the types of signs proposed would require a revised development plan due to certain exceptions to the Unified Development Ordinance. A new warehouse has generated some urgency for new wayfinding signage, as well as public improvements that the applicant has made at 151st Street, Mahaffie Circle, Garmin Way, and Ridgeview Road. Mr. Pendley presented photos showing location of proposed new wayfinding signs.

Mr. Pendley then talked about the City's requirements for signage and the exceptions the applicant is asking for. He noted that most of the directional signs proposed meet UDO requirements. The applicant has also provided photo simulations for the signs to show the size and scale of the signs in relation to the existing buildings and streets. Staff is supportive of the sign exceptions requested by the applicant.

There were no questions for staff. **Chair Vakas** asked the applicant to come forward. **Dan Zeller**, 4200 Pennsylvania, Kansas City, MO, and **Theresa Reichert, Garmin**, 1200 East 151st Street, approached the podium. Mr. Zeller said they do not have anything to add to the staff report. They are simply asking for better clarity and improved circulation around the Garmin campus. **Ms. Reichert** added that Garmin has been working with the City on better routing around the campus.

There was no further discussion. **Chair Vakas** called for a motion.

Motion by Vice-Chairman Rinke, seconded by Comm. Fry, to recommend approval of PR19-006, with the following stipulations:

- a. Exceptions shall be granted for the maximum height of information signs up to nine (9) feet as identified in the Campus Wayfinding Sign Package dated March 4, 2019.
- b. Exceptions shall be granted for the maximum area of information signs up to 36.3 square feet as identified in the Campus Wayfinding Sign Package dated March 4, 2019.

PR19-0006
March 25, 2019
Page 2

- c. Sign permits shall be approved for information signs as proposed and with exceptions granted by the Governing Body. All other signs shall comply with UDO requirements.

Aye: Sutherland, Freeman, Nelson, Rinke, Fry, Corcoran, Vakas (7)

No: (0)

Motion was approved 7-0.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zach Moore, Planner II

SUBJECT: FP19-0003: Hickman Farms Estate, Applicant: Tom Symons

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for **Hickman Farms Estate** (FP19-0003) containing 1 residential lot and no tracts on approximately 3.59 acres; located at the southwest corner of the intersection of Parker Street and W. 124th Street. Planning Commission recommends approval 7-0

SUMMARY:

The following application is for a final plat for one residential lot, which has a single-family home currently under construction on it. A building permit for the house was approved in February 2019. This final plat did not require a preliminary plat prior to its consideration, as it adheres to all Unified Development Ordinance (UDO) standards. Public street right-of-way for Parker Street will be dedicated with this final plat. Additional information regarding public utilities is included within Attachment A of this packet.

Typically, final plats are subject to paying street and traffic signal excise taxes based on the square footage of land and the zoning district(s) of the property. However, UDO, Section 18.40.200.A, allows a property owner to obtain a building permit for a single-family structure on unplatted land one-time without paying street or traffic signal excise taxes. Therefore, this final plat application does not require street or traffic signal excise taxes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Hickman Farms Estate (FP19-0003).
 2. Reject the dedication of land for public purposes for Hickman Farms Estate 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

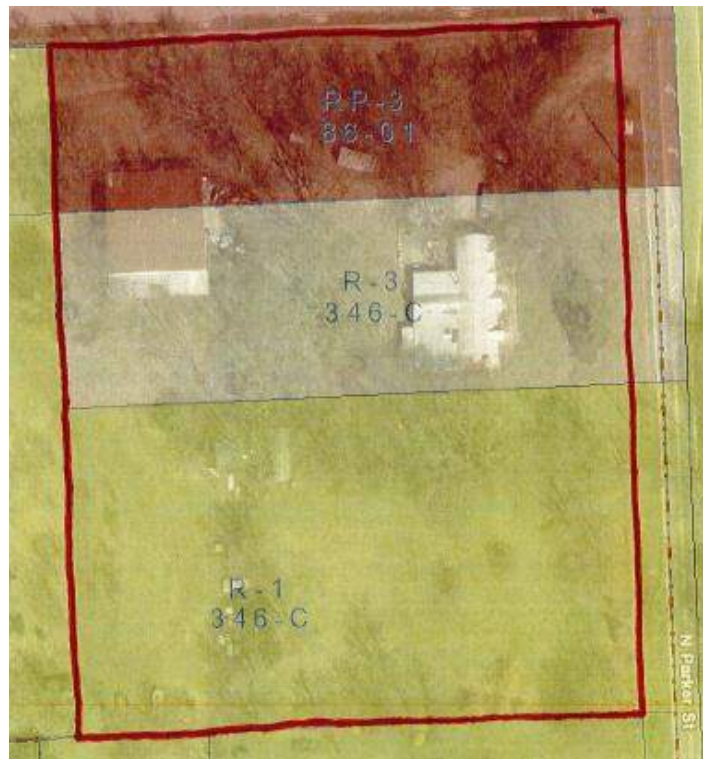
STAFF REPORT**Planning Commission Meeting: April 8, 2019**

Application:	FP19-0003, Final Plat for Hickman Farms Estate		
Location:	Southwest corner of the intersection of Parker Street and W. 124 th Street		
Owner/Applicant:	Tom Symons; Mert Properties		
Engineer:	Harold Phelps, P.E.; Phelps Engineering, Inc.		
Staff Contact:	Zachary Moore, Planner II		

Site Area:	<u>3.59± acres</u>	Use:	<u>Single-family home</u>
Lots:	<u>1</u>		
Tracts:	<u>0</u>	Current Zoning:	<u>R-1, RP-3, R-3</u>

1. Comments:

The following application is a final plat for Hickman Farms Estate, containing one single family residential lot, which has a house currently under construction. A building permit for the house was approved in February 2019. While this final plat will establish one residential lot, the lot has three different zoning districts on it. The northernmost portion of the lot was zoned RP-3 in 1986 (Ordinance 86-01) as part of a then proposed multi-family development. The southern two-thirds of the lot are zoned R-3 and R-1, and have been zoned that way since 1970, when conventional zoning was first established in the City. While it is not common, a single property may have multiple zoning districts located on it, as zoning is not required to follow property lines. The image on the next page shows the three zoning districts that are located on the subject property, which is outlined in red. This final plat application will establish the subject property as a lot, dedicate right-of-way for Parker Street, and dedicate easements for public use, as further detailed in Section 2.b, on the next page of this report. There are no changes to any zoning district boundaries with this final plat application. The structure will be fully located within the portion of the site that is zoned R-3, and single-family homes are an allowed use in the R-3 District.



Zoning map of the subject property

2. Plat Review:

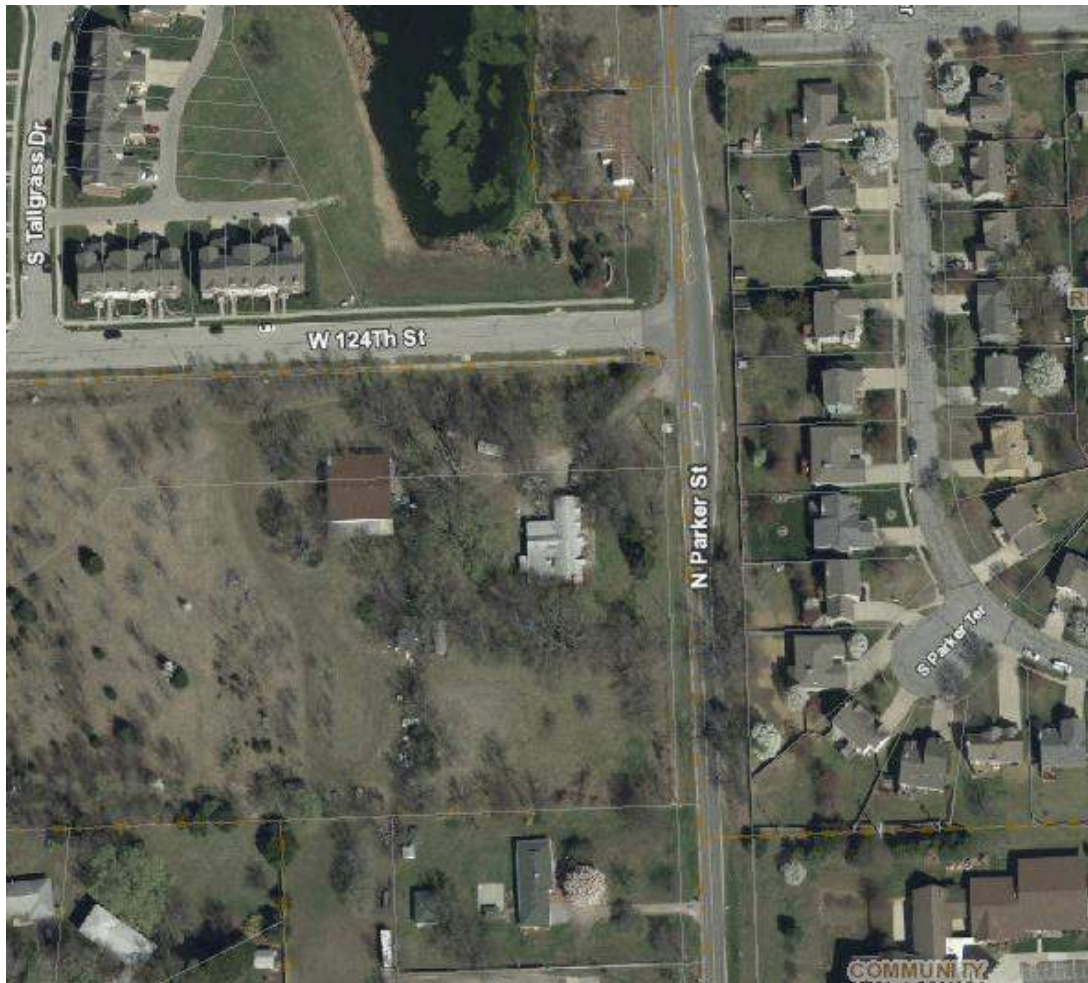
- a. **Lots/Tracts** – The plat includes a total of one residential lot and no common tracts. Lot 1 has a total area of approximately 2.97± acres, and approximately 0.63± acres of arterial street right-of-way for Parker Street will be dedicated with this final plat.
- b. **Public Utilities** – The subject property is located within the City of Olathe water and sewer service areas. Utility Easements (U/E), Sanitary Sewer Easements (SS/E), Public Utility Easements (PUB/E), and Drainage Easements (D/E) will be dedicated with this final plat. Acceptance of the sewers by the City is required prior to the issuance of a certificate of occupancy for the house on the subject property. A stipulation to this effect has been added to the final plat application.
- c. **Streets/Right-of-Way** – The subject property has a newly constructed driveway that provides access to W. 124th Street to the north. The image on the next page shows an existing driveway that connects to Parker Street and W. 124th Street at the northeast corner of the property. This driveway will be removed prior to issuance of a certificate of occupancy, and no vehicular access will be provided to Parker Street. The changes to the driveways and the location of access provided to the lot improve the access in the area by eliminating a driveway on an arterial roadway (Parker Street), and by locating the driveway further away from the intersection. The required right-of-way for Parker Street is also being dedicated with this final plat.

3. Excise Taxes:

Typically, final plats are subject to paying street and traffic signal excise taxes based on the square footage of land and the zoning district(s) of the property. However, UDO, Section 18.40.200.A allows a property owner to obtain a building permit for a single-family structure on unplatted land one-time without paying street or traffic signal

FP19-0003
April 8, 2019
Page 3

excise taxes. Therefore, this final plat application does not require street or traffic signal excise taxes.



Aerial view of site



View of home from Parker Street prior to remodeling

4. Staff Recommendation:

Staff recommends approval of FP19-0003, final plat for Hickman Farms Estate with the following stipulations:

- a) City acceptance of the sewers on the subject property shall occur prior to issuance of a certificate of occupancy for the single-family home on the subject property.
- b) The driveway located at the corner of Parker Street and W. 124th Terrace shall be removed prior to issuance of a certificate of occupancy.
- c) The final plat shall be recorded prior to issuance of a certificate of occupancy.



Attachment A

FP19-0003

HICKMAN FARMS ESTATE

FP19-0003

FINAL PLAT OF HICKMAN FARMS ESTATE

A SUBDIVISION OF LAND IN THE SOUTHEAST QUARTER
SECTION 22, TOWNSHIP 13 SOUTH, RANGE 23 EAST,
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

Attachment A

LEGAL DESCRIPTION

All that part of the Southeast Quarter of Section 22, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 22, thence S 0°21'03" W, along the East line of the Southeast Quarter of said Section 22 and the East plot line of STONE CREEK VILLAGE FIRST PLAT, a plotted subdivision of land in the City of Olathe, Johnson County, Kansas, a distance of 581.50 feet to the point of beginning; thence S 0°21'03" W, along the East line of the Southeast Quarter of said Section 22, a distance of 421.36 feet to the Northeast corner of the South 100 acres of the Southeast Quarter of said Section 22, thence N 89°40'08" W, along the North line of the South 100 acres, more or less of the Southeast Quarter of said Section 22, a distance of 371.28 feet thence N 0°13'54" E, a distance of 421.36 feet to a point on the Southern plot line of said STONE CREEK VILLAGE FIRST PLAT and South right-of-way line of 124th Street, as now established; thence S 89°40'08" E, along the Southern plot line of said STONE CREEK VILLAGE FIRST PLAT and South right-of-way line of said 124th Street, a distance of 372.16 feet to the point of beginning, containing 3.5957 acres, more or less, of unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "HICKMAN FARMS ESTATE".

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby observe and agree to indemnify the City of Olathe, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "sanitary sewer easement" or "SS/E" on this plat.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, pipes, poles, wires, surface drainage facilities, ducts, cables, etc., upon, over and under those areas outlined hereon and designated on this plat as "U/E" or "Utility Easement".

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, storm pipes, sewer pipes and related facilities and structures, street trees and sidewalks upon, over and under these areas outlined and designated on this plat as "PUB/E" or "Public Utility Easement", is hereby granted to the City of Olathe, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purpose.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Olathe, Kansas.

RESTRICTIONS

All lots, parcels, tracts and properties in this subdivision shall hereafter be subject to the Declaration of Restrictions for "Hickman Farms", which instrument is recorded in the Office of the Register of Deeds of Johnson County, Kansas, and which shall hereby become a part of the dedication of this plat as though fully set forth herein.

CONSENT TO LEVY

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

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____.

Mert Properties, LLC

By: Tom Symons, Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) 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 Tom Symons, Member of Mert Properties, LLC, a Kansas limited liability company, who personally known to me to be such person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Olathe, Johnson County, Kansas, this _____ day of _____, 20____.

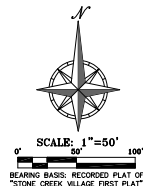
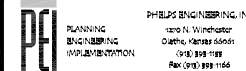
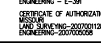
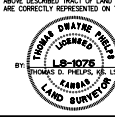
Chairman: C.S. Vokes

Approved by the Governing Body of the City of Olathe, Kansas, this _____ day of _____, 20____.

Mayor: Michael E. Copeland

Attest: Deputy City Clerk: David F. Bryant III, MMC

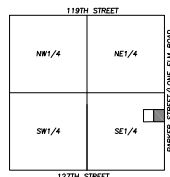
I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN FEBRUARY 2015, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.



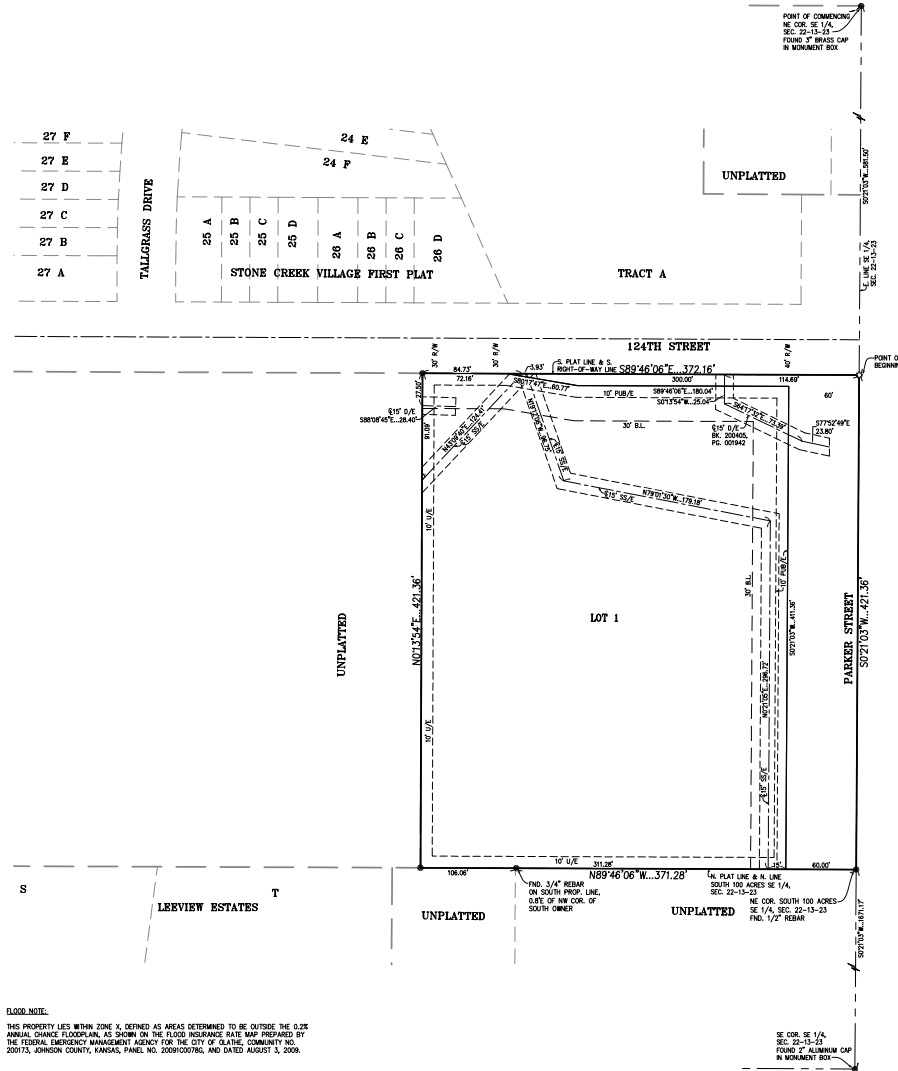
LEGEND

- O DENOTES SET 1/2"X3/4" REBAR W/PHILIPS CORP. CLS-82 PLASTIC CAP IN CONCRETE
- DENOTES FOUND 1/2" REBAR W/PHILIPS CORP. CLS-82 PLASTIC CAP IN CONCRETE UNLESS OTHERWISE NOTED (ORIGIN UNKNOWN UNLESS DESCRIBED)
- B.L. DENOTES BUILDING LINE
- U/E DENOTES UTILITY EASEMENT
- SS/E DENOTES SANITARY SEWER EASEMENT
- PUB/E DENOTES PUBLIC UTILITY EASEMENT
- D/E DENOTES DRAINAGE EASEMENT

LOT AREAS	
PARCEL	AREA (S.F.) AREA (AC.)
LOT 1	129245.23 2.9671
PLAT	156627.04 3.5957
ROW	27381.81 0.6286



VICINITY MAP
SEC. 22-13-23



FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF OLATHE, COMMUNITY NO. 200715, JOHNSON COUNTY, KANSAS, PANEL NO. 2007150076, AND DATED AUGUST 3, 2009.



City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: April 8, 2019

Application:	<u>FP19-0003</u> Request approval for a final plat for Hickman Farms Estate containing 1 lot on 3.59± acres; located at the southwest corner of the intersection of Parker Street and W. 124 th Street.
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A motion to approve FP19-0003 on the Consent Agenda was made by Comm. Sutherland and seconded by Comm. Freeman and passed with a vote of 7-0, with the following staff stipulations:

- A. City acceptance of the sewers on the subject property shall occur prior to issuance of a certificate of occupancy for the single-family home on the subject property.
- B. The driveway located at the corner of Parker Street and W. 124th Terrace shall be removed prior to issuance of a certificate of occupancy.
- C. The final plat shall be recorded prior to issuance of a certificate of occupancy.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Dan Fernandez, Planner II

SUBJECT: FP19-0004: Olathe Station Four, Applicant: Eric Gonsher

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements for a final plat for Olathe Station Four (a replat of all of Lot 1A, Olathe Station Three) (FP19-0004), containing 3 commercial lots and 1 common tract on 14.59± acres; located at the southwest corner of Strang Line Road and Strang Line Court. Planning Commission recommends approval 7-0

SUMMARY:

This is a request for approval of a final plat for Olathe Station Four, a replat of 14.59± acres, located in Olathe Station shopping center. A portion of the subject property was rezoned (RZ-47-86) from M-1 and RP-3 to C-2 in January 1987. The remaining area was rezoned (RZ-11-98) from C-2 to CP-2 in June 1998. The subject site was originally platted in 1997. The proposed replat will create new lots for a future hotel and future commercial pad site.

The replat includes 3 lots and 1 tract and all lots meet the requirements for the CP-2 and C-2 zoning districts. One tract is being dedicated with this replat which is being dedicated for signage and landscaping. All signage requires separate sign permits and all signs and landscaping shall be located outside of the sight-distance-triangle.

The property is located in the City of Olathe water and sewer service areas and the required utility and sanitary sewer easements are being dedicated with this replat. The subject site is part of the Olathe Station commercial development which has access points onto Strang Line Road, Strang Line Court and interior drives. There are no proposed changes to the access or interior drives with this replat. The property is already platted and therefore exempt from street and signal excise taxes.

On April 8, 2019, the Planning Commission voted 7-0 to approve the final plat for Olathe Station Four with stipulations as shown in the meeting minutes, and recommended approval of the dedication of land for public purposes.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of easements and vacation of public right-of-way for Olathe Station Four.
 2. Reject the easements and vacation of public right-of-way and return the final plat to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.
-

MEETING DATE: 4/16/2019

ATTACHMENT(S):

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



City of Olathe

City Planning Division

STAFF REPORT**Planning Commission Meeting: April 8, 2019**

Application:	FP19-0004 Request approval for a final plat for Olathe Station Four (a replat of all of Lot1A, Olathe Station Three)		
Location:	SEC of Strang Line Road and Strang Line Court		
Owner/Applicant:	Eric Gonsher, RH Johnson		
Engineer:	Judd Claussen, Phelps Engineering		
Staff Contact:	Dan Fernandez, Planner II		

Acres:	<u>14.59± acres</u>	Proposed Use:	<u>Commercial</u>
Current Zoning:	<u>CP-2/C-2</u>	Lots:	<u>3</u>
		Tracts:	<u>1</u>

1. Comments:

This is a request for approval of a final plat for Olathe Station Four, a replat of 14.59± acres, located in Olathe Station shopping center at the southeast corner of Strang Line Road and Strang Line Court. A portion of the subject property was rezoned (RZ-47-86) from M-1 and RP-3 to C-2 in January 1987. The remaining area was rezoned (RZ-11-98) from C-2 to CP-2 in June 1998. The subject site was originally platted in 1997. The proposed replat will create new lots for a future hotel and future commercial pad site.



Site Aerial



View looking northeast from Strang Line Road and Strang Line Court

2. Final Plat Review:

- a. **Lots/Tracts** –The replat includes 3 lots and 1 tract on 14.59 acres and all lots meet the requirements for the CP-2 and C-2 zoning districts.

One tract is being dedicated with this replat which is being dedicated for signage and landscaping. All signage requires separate sign permits and all signs and landscaping shall be located outside of the sight-distance-triangle.

- b. **Utilities/Municipal Services** –The property is located in the City of Olathe water and sewer service areas and the required utility and sanitary sewer easements are being dedicated with this replat. The applicant will need to coordinate with the City of Olathe Public Works Department for required water and sewer connections.
- c. **Streets** – The subject site is part of the Olathe Station commercial development which has access points onto Strang Line Road, Strang Line Court and interior drives. There are no proposed changes to the access or interior drives with this replat.

3. Street and Signal Excise Taxes:

The property is already platted and therefore exempt from street and signal excise taxes.

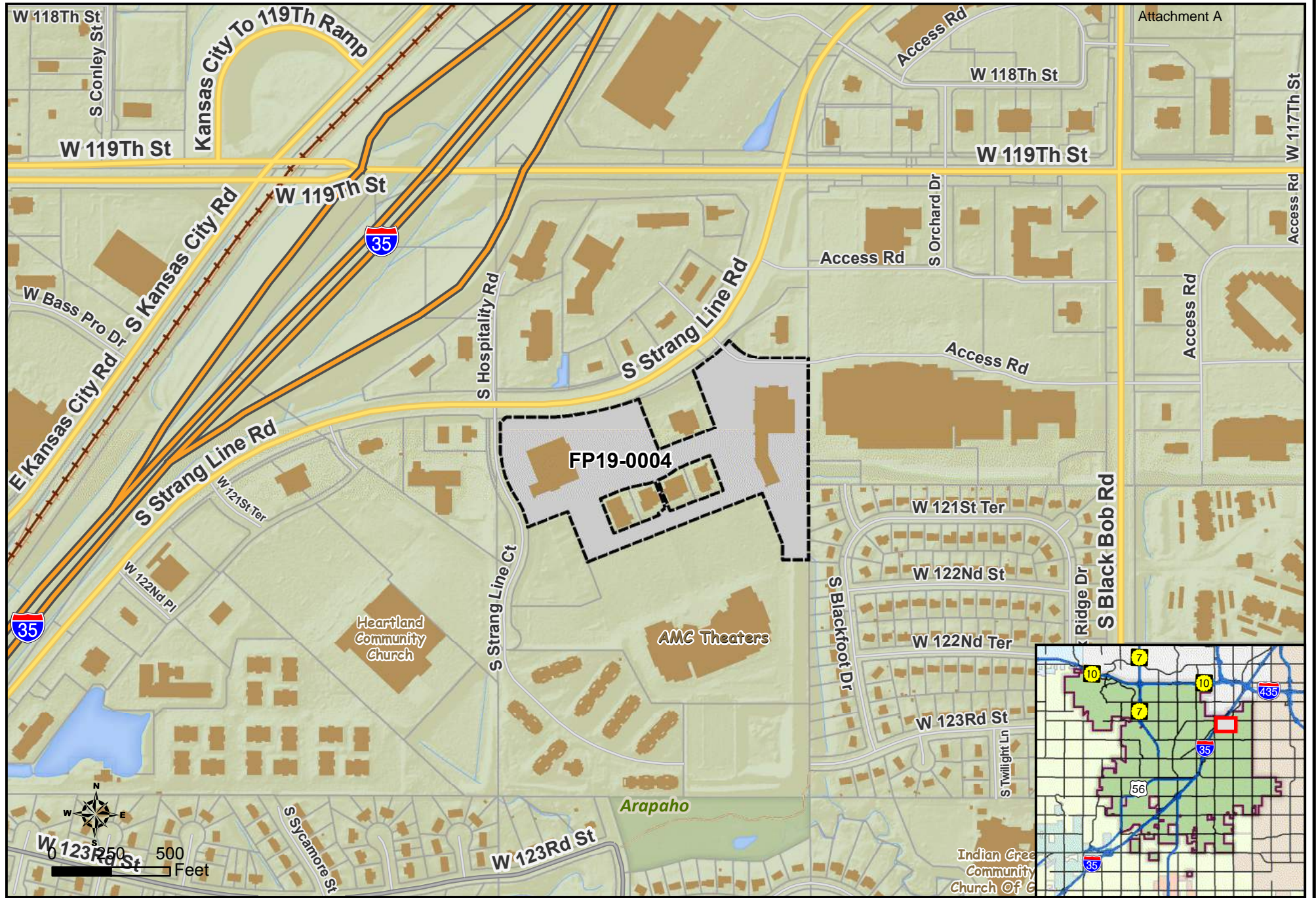
4. Staff Recommendation:

Staff recommends approval of FP19-0004 with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.
- b. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.

FP19-0004
April 8, 2019
Page 3

- c. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with UDO 18.30.120C and UDO 18.30.210 E. to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.



OLATHE STATION FOUR **FP19-0004**



User: jaredmd
 Date: 04/03/2019



Attachment A

All of Lot 1A, OLATHE STATION THREE, a subdivision of land in the City of Olathe, Johnson County, Kansas, containing 14.585 acres, more or less of replatted land.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "OLATHE STATION FOUR".

DEDICATION

The undersigned proprietor of the property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys, not heretofore dedicated.

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

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 dedicated, shall remain a lien on the remainder of this land fronting and abutting on said dedicated public way or thoroughfare.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts cables, etc., upon, over and under those areas outlined hereon and designated on this plat as "U/E" or "Utility Easement".

An easement to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those 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 City of Olathe, Johnson County, Kansas or their assigns.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of storm sewer lines and surface drainage facilities, including manholes, inlets, pipes, drains, etc., upon, over, and under those areas outlined hereon and designated on this plat as "D/E" or "Drainage Easement".

Tract "A" is hereby reserved as a signage and landscape tract, and shall be owned and maintained by the undersigned proprietors, successors and assigns.

CONSENT TO LEVY

The undersigned proprietor of the above described 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 assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed
on this _____ day of _____, 20____.

HOLMES 111, LLC

By: Eric Gensher, Managing Owner

ACKNOWLEDGEMENT

[illegible]

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Eric Gonsler, Managing Owner of HOLMES 111, LLC, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: _____ My Appointment Expires: _____

APPROVALS

Approved by the Planning Commission of the City of Olathe, Johnson County, Kansas, this _____ day of _____, 20____.

Chairman: C.S. Yokas

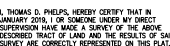
Approved by the Governing Body of the City of Olathe, Kansas, this _____ day
of _____, 20____.

Mayor: Michael E. Copeland

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING - LS-82
ENGINEERING - E-391

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING - 2007001128
ENGINEERING - 200325054

PHILIPS ENGINEERING, INC.
1220 N. Winchester
Olathe, Kansas 66061
(913) 399-1155
Fax (913) 828-1100



BY:  THOMAS D. PHELPS, K.S. LS-1076

PEI #181077 3-11-2019



City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: April 8, 2019

Application:	<u>FP19-0004</u> Request approval for a final plat for Olathe Station Four (a replat of all of Lot1A, Olathe Station Three) containing 3 lots and 1 common tract on 14.59 acres; located at the southeast corner of Strang Line Road and Strang Line Court.
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A motion to approve FP19-0004 on the Consent Agenda was made by Comm. Sutherland and seconded by Comm. Freeman and passed with a vote of 7-0, with the following staff stipulations:

- A. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.
- B. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.
- C. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with UDO 18.30.120C and UDO 18.30.210 E. to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Consideration of Consent Calendar.

ITEM DESCRIPTION:

Consideration of Consent Calendar.

SUMMARY:

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

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Approve Consent Calendar for April 16, 2019.

ATTACHMENT(S):

A: Consent Calendar

City Council Information Sheet

Date: April 16, 2019

ISSUE: Consent Calendar for: April 16, 2019

DEPARTMENT: Public Works

SUMMARY:

1) PROJECT COMPLETION CERTIFICATES

- a) North Olathe Industrial Park (Lots 8 and 9) – 5-D-041-15 – Waterlines
- b) Deceleration Lane for North Olathe Industrial Park (Lots 8 and 9) – 3-D-075-15 – Street
- c) Willow Crossing East, 1st Plat – 3-D-019-18 – Storm Sewers
- d) Willow Crossing East, 1st Plat – 5-D-013-18 – Waterlines
- e) Stonebridge Trails 3rd Plat – 3-D-086-14 – Storm Sewers

2) CHANGE ORDERS

- a) none

3) FINAL PAYMENT TO CONTRACTORS

- a) none

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Approval of this agreement will authorize StudioKCA to move forward with the design of an exterior art sculpture to be located at the Indian Creek Library.

ITEM DESCRIPTION:

Consideration of an Agreement with StudioKCA for design, fabrication, and installation of a commissioned art sculpture for the Indian Creek Library project, PN 6-C-001-17.

SUMMARY: The budget for the Indian Creek Library project includes \$150,000 for the library project's 1% contribution to public art. The planning and design for the library project provides space to accommodate an original piece of exterior art to complement and enhance the library entry plaza. In July 2018, staff issued a call for artists seeking interest from a professional artist or artist team to create an innovative and original art piece for the library entry plaza. Ninety (90) artists submitted their portfolios for consideration. A selection panel comprised of members of the Olathe Public Art Committee reviewed all submissions and narrowed the field of candidates to the top 10. Through further deliberations, the selection panel selected two artists as finalists for additional consideration. The finalists were Stoller Studio (Roger Stoller) from San Jose, California, and StudioKCA (Jason Klimoski and Lesley Chang) from Brooklyn, New York. The two finalists visited Olathe on December 18, 2018, to participate in half-day design charrettes with Sean Zaudke of Gould Evans. These charrettes were an opportunity for each artist to collaborate with Sean to generate ideas and to assist the selection panel in determining which artist would be the best fit for the project. At the conclusion of each of their charrettes, the artist made a brief presentation to the selection panel. The selection panel reconvened on January 8, 2018, and unanimously identified Jason Klimoski and Lesley Chang with StudioKCA as the preferred artists for the project.

Attached as Exhibit A is the Agreement with StudioKCA. The Agreement stipulates the total fee to be paid to StudioKCA for this project is \$100,000. The Agreement also stipulates the payment schedule as well as deadlines for certain project milestones. Upon approval of this agreement, StudioKCA is prepared to engage with staff and the design team for the planning and design of the art piece. It's currently anticipated the work will take approximately 12 months to complete. At this time, a public dedication of the art piece is anticipated for April or May 2020.

Staff anticipates the remainder of the project budget set aside for public art will be used to procure interior art for the library.

FINANCIAL IMPACT:

The Indian Creek Library project is funded with General Obligation Bonds in the amount of \$19,000,000.

ACTION NEEDED:

Approval of an Agreement with StudioKCA for design, fabrication, and installation of a commissioned art sculpture for the Indian Creek Library project, PN 6-C-001-17.

MEETING DATE: 4/16/2019

ATTACHMENT(S):

A: Agreement

B: Project Fact Sheet

AGREEMENT BETWEEN THE CITY OF OLATHE, KANSAS AND StudioKCA, LLC FOR ARTISTIC SERVICES

THIS AGREEMENT, is entered into this ____ day of _____, 2019, by and between The CITY of Olathe (hereinafter the "CITY"), and StudioKCA, LLC (hereinafter the "ARTIST") with offices at 55 Washington Street, Suite 255, Brooklyn, NY 11201.

WHEREAS, the ARTIST is a recognized ARTIST whose work and reputation make the ARTIST uniquely qualified to create the Artwork; and

WHEREAS, CITY intends to place and provide for Artwork for the Indian Creek Library Project ("Project") and desires to engage ARTIST to provide professional design and artwork in connection with the Project ("Services").

WHEREAS, ARTIST has represented that he has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

WHEREAS, the ARTIST and CITY wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1: Scope of Services

1.1 ARTIST's Obligations

- a. The ARTIST will perform all services and furnish all supplies, material or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified schedule. Services will be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The ARTIST will determine the Artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the CITY as set forth in this Agreement. To ensure that the Artwork as installed will not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the ARTIST's proposal will be reviewed and approved by the CITY and, where appropriate, the CITY'S project architect to ensure compliance with these objectives.
- c. The ARTIST will prepare the design concept, which will include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.
- d. ARTIST will attend design and construction coordination meetings with CITY, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and installation of the Artwork.
- e. The ARTIST will secure all required licenses, permits and similar legal authorizations at the ARTIST's expense as may be necessary for the installation and initial cleaning/maintenance of the

Artwork at the Site 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**).

f. The ARTIST will arrange the transportation and installation of the Artwork in consultation with the CITY.

g. ARTIST will provide required insurance in amounts and limits specified in Article 5 and Exhibit E.

h. ARTIST will provide a list of all subcontractors if any, along with a copy of the agreement between the ARTIST and each subcontractor.

i. ARTIST will provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep schedule and frequency involved.

j. ARTIST will provide photographic documentation of the Artwork during fabrication, pre transport, and installation.

k. ARTIST will be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 CITY's Obligations

a. The CITY will perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The CITY will be responsible for providing the ARTIST, at no expense to the ARTIST, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data such as site information, if any, which is needed by ARTIST in order to perform.

c. The CITY will prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The CITY will be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Artwork, and to prepare the site's water feature (if any), and all elements below the water feature such as fountain, utility system, and/or electrical requirements. The CITY will complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or will contact the ARTIST in writing informing him or her of any delays.

d. The CITY will provide and install a plaque on or near the Artwork containing a credit to the ARTIST and a copyright notice substantially in the following form: Copyright © Jason Klimoski and Lesley Chang (StudioKCA), 2020.

e. The CITY will not permit any use of the ARTIST's name or misuse of the Artwork which would reflect discredit on the ARTIST's reputation as an ARTIST or which would violate the spirit of the Artwork, should such use or misuse be within the CITY's control.

1.3 Design

a. Concept/Schematic

i. The ARTIST was selected pursuant to a competition organized for the procurement of an ARTIST to design and fabricate Artwork suitable for the current project. Within sixty (60) days of the execution of this Agreement, the ARTIST shall submit to the CITY the design concept (the "Design") in the form of detailed color drawings, models, and/or other documents

agreeable by both the ARTIST and CITY as are required to present a meaningful representation of the Artwork.

ii. The ARTIST shall visit, examine, research and consider the Site and surrounding area. If applicable, the ARTIST shall also consult with representatives of the community and consider their input and concerns.

iii. The Design will include: a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required by the CITY including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary.

iv. The Design must provide sufficient detail to permit the CITY to assure compliance with applicable local, state or federal laws, ordinances and/or regulations.

v. The ARTIST shall attach to the Design a detailed budget for the design, fabrication and installation of the Artwork, including costs for Site preparation (the portion that are the responsibility of the Artist), as described in Section 1.4(a) of this Agreement.

b. Approval

i. Within fifteen (15) days after the ARTIST submits the Design, the CITY shall notify the ARTIST whether it approves or disapproves of the Design. The CITY shall have discretion in approving outright or with conditions, or rejecting the Design. The CITY shall notify the ARTIST of any revisions to the Design as are necessary for the Artwork to comply with any applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.

ii. If the CITY disapproves of the Design, the CITY will submit to the ARTIST in writing the reasons for such disapproval. In such event, the ARTIST will submit a Revised Design within thirty (30) days after the CITY has notified the ARTIST of its disapproval. The ARTIST will not be paid an additional fee for the Revised Design.

c. Redesign

i. The Revised Design will reflect changes made to address the CITY's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The CITY shall notify the ARTIST in writing whether it approves or disapproves of the revised Design within fifteen (15) days after the ARTIST submits the revised design.

ii. If the ARTIST refuses to revise the Design pursuant to Section 1.3(b)(ii), or if the ARTIST fails to adequately revise the Design in the judgment of the CITY, the CITY may elect to terminate this Agreement and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the CITY submits its written disapproval of the Revised Design to the ARTIST. The CITY shall submit to the ARTIST a written termination notice with the disapproval. The termination notice shall advise the ARTIST that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the ARTIST that the ARTIST is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The

termination notice shall confirm that the ARTIST shall retain ownership of all Designs, Revised Designs and renderings thereof submitted hereunder.

d. Final/Construction Documents

i. The ARTIST shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, as well as any third party subcontractors needed to work on the project.

ii. Where appropriate, the ARTIST shall present such drawings to a qualified engineer, licensed by the state and paid by the ARTIST, for certification that the Artwork will be of adequate structural integrity and the ARTIST shall provide the CITY with such certification, signed and stamped by the licensed engineer.

iii. Where appropriate, the ARTIST shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork and the ARTIST shall provide a written copy of the conservator's recommendations to the CITY.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget

i. The ARTIST will prepare a budget, which will include all goods, services and materials, with such costs itemized. This will become Exhibit A.

ii. Calculation of the budget takes into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.

iii. The ARTIST will keep a log of the ARTIST's project hours and will retain all original receipts pertaining directly to the project.

iv. If the ARTIST incurs costs in excess of the amount listed in the budget, the ARTIST will pay such excess from the ARTIST's own funds unless the ARTIST previously obtained approval for such costs from the CITY (or such costs were the result of actions or inaction of the CITY).

b. Schedule

i. The ARTIST will notify the CITY of the tentative schedule for the fabrication and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement. The schedule will be equitably adjusted to reflect delays or changes in the artwork that are not the fault of the ARTIST, and/or delays or changes to the preparation of the site that are not the responsibility of the ARTIST.

ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit C.

1.5 Fabrication Stage

- a. The ARTIST will fabricate and install the Artwork in substantial conformity with the Design. The ARTIST may not deviate from the approved design without written approval of the CITY.
- b. The ARTIST will take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the CITY disapproves. If the Artwork is being constructed on-site, the ARTIST will avoid creating nuisance conditions arising out of the ARTIST's operations. Prior to requesting authorization to transport and install the Artwork, the ARTIST will be required to provide the CITY with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All additional workers or subcontractors must provide proof of insurance prior to entering the site.
- c. The CITY will have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- d. If the CITY, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the CITY reserves the right to notify the ARTIST in writing of the deficiencies and that the CITY intends to withhold the next budget installment.
- e. The ARTIST will promptly cure the CITY's objections and will notify the CITY in writing of completion of the cure. The CITY will promptly review the Artwork, and upon approval will release the next budget installment. If the ARTIST disputes the CITY's determination that the Artwork does not conform, the ARTIST will promptly submit reasons in writing to the CITY within 30 days of the CITY's prior notification to the contrary. The CITY will make reasonable efforts to resolve the dispute with the ARTIST in good faith. However, final determination as to whether the ARTIST has complied with the terms of this Agreement will remain with the CITY.
- f. The ARTIST will notify the CITY in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- g. The ARTIST will provide a photo library of the fabrication process and signed affidavit evidencing completion. The CITY will review the Artwork photos and affidavit within 15 days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The CITY will not unreasonably withhold final approval of the fabricated Artwork. In the event that the CITY does withhold final approval, the CITY will submit the reasons for such disapproval in writing within 15 days of examining the fabricated Artwork. The ARTIST will then have 15 days from the date of the CITY's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The ARTIST will not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the ARTIST has willfully and substantially

deviated from the Design without the prior approval of the CITY. The ARTIST will then be held responsible for any expenses incurred in correcting such deviation.

h. The CITY will promptly notify the ARTIST of any delays affecting installation of the Artwork. The ARTIST will be required to inspect the Site prior to the transportation and installation of the Artwork and will notify the CITY of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

1.6 Changes to Design

a. Prior to the execution of any change in the approved design, ARTIST will present proposed changes in writing to the CITY for further review and approval. The ARTIST must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget, if any. A significant change is any change that materially effects installation, scheduling, site preparation, or maintenance of the Artwork or the concept of the Artwork as represented in the Design.

b. If the CITY approves the changes, the CITY will promptly notify the ARTIST in writing. If the CITY disapproves of the changes, the CITY will promptly notify the ARTIST in writing and the ARTIST will continue to fabricate the Artwork in substantial conformity with the Design.

1.7 Installation

a. Upon the CITY's final approval of the fabricated Artwork, as being in conformity with the Design, the ARTIST will deliver and install the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b). The ARTIST will pay transportation fees.

b. The ARTIST or representative will coordinate closely with the CITY to ascertain that the Site is prepared to receive the Artwork. ARTIST must notify CITY of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The ARTIST is responsible for timely installation of the Artwork. The ARTIST will confer and coordinate with the CITY to ensure timely coordination with the CITY's construction team. ARTIST may not install the Artwork until authorized to do so by the CITY.

c. The ARTIST will be present to supervise the installation of the Artwork.

d. Upon written acceptance of the installation, the Artwork will be deemed to be in the custody of the CITY for purposes of Article 3 and Article 5 of this Agreement.

e. Within 7 days after installation of the Artwork, the ARTIST will furnish the CITY photographs of the Artwork as installed as a set of three digital, 300 dpi, JPG or TIFF files, of the Artwork. Photographs must be labeled with the name of the Artwork, the date upon which the photograph

was taken, and the viewpoint from which the photograph was taken. The ARTIST will also furnish the CITY with a full written narrative description of the Artwork.

f. Upon installation of the Artwork, the ARTIST will provide the CITY with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used and schedule frequency. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. ARTIST must ensure that all maintenance requirements will be reasonable in terms of time and expense. The CITY is responsible for the proper care and maintenance of the Artwork.

1.8 Approval and Acceptance

a. The ARTIST will notify the CITY in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The CITY will promptly notify the ARTIST of its final acceptance of the Artwork within 3 working days after the ARTIST submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance will be the date the CITY submits written notice to the ARTIST of its final acceptance of the Artwork. The final acceptance will be understood to mean that the CITY acknowledges completion of the Artwork in substantial conformity with the Design, and that the CITY confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the CITY disputes that all the services have been performed, the CITY will notify the ARTIST in writing of those services the ARTIST has failed to perform within 3 working days after the ARTIST submitted written notice pursuant to paragraph (a) above. The ARTIST will promptly perform those services indicated by the CITY.

d. If the ARTIST disputes the CITY's determination that not all services have been performed, the ARTIST will submit reasons in writing to the CITY within 7 days of the CITY's prior notification to the contrary. The CITY will make reasonable efforts to resolve the dispute with the ARTIST in good faith. However, final determination as to whether all services have been performed will remain with the CITY.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the CITY will notify the ARTIST of its final acceptance of the Artwork pursuant to paragraph (b).

f. After final acceptance of the Artwork and with reasonable advanced notice, the ARTIST will be available at such time(s) as may be mutually agreed upon by the CITY and the ARTIST to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

i. During such public presentations by the ARTIST, the ARTIST will acknowledge the CITY's role in funding the Artwork.

ii. The CITY will be solely responsible for coordinating public information materials and activities related to public presentations.

Article 2: Term of Agreement

a. Duration

This Agreement will be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, will extend until final acceptance by the CITY under Section 1.8(b), or submission of final payment to the ARTIST by the CITY under Exhibit B, whichever is later.

b. Force Majeure or Acts of God

The CITY will grant to the ARTIST a reasonable extension of time in the event that conditions beyond the ARTIST's control render timely performance of the ARTIST's services impossible or unduly burdensome. All such performance obligations will be suspended for the duration of the condition. Both parties will take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, if such obligations will be suspended only for the duration of such conditions. In addition, the schedule or design will be equitably adjusted to reflect delays or changes in the artwork that are not the fault of the parties such as acts of Force Majeure or other acts of God.

Article 3: Risk of Loss

The ARTIST will bear the risk of loss or damage to the Artwork until the CITY's final acceptance of the Artwork under Section 1.8(b). The ARTIST will take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Article 4: ARTIST's Representations and Warranties

4.1 Warranties of Title

The ARTIST represents and warrants that:

- a. the Artwork is solely the result of the Artistic effort of the ARTIST;
- b. except as otherwise disclosed in writing to the CITY, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or exact duplicate thereof) has not been accepted for sale elsewhere;
- d. the ARTIST has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

- e. the Artwork is free and clear of any liens from any source whatsoever;
- f. all Artwork created or performed by the ARTIST under this Agreement, whether created by the ARTIST alone or in collaboration with others, will be wholly original with the ARTIST and will not infringe upon or violate the rights of any third party;
- g. the ARTIST has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h. all services performed hereunder will be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and
- i. these representations and warranties will survive the termination or other extinction of this Agreement.

4.2 Warranties of Quality and Condition

- a. The ARTIST represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for five years after the date of final acceptance by the CITY under Section 1.8(b). City agrees it shall exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the artwork.
- b. The ARTIST represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The ARTIST represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the ARTIST pursuant to Section 1.7(f).
- d. If within five years the CITY observes any breach of warranty described in this Section, the ARTIST will, at the request of the CITY, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the CITY. The CITY will give notice to the ARTIST of such breach with reasonable promptness.
- e. If after five years the CITY observes any breach of warranty described in this Section, the CITY will contact the ARTIST to make or supervise repairs or restorations at a reasonable fee during the ARTIST’s lifetime. The ARTIST will have the right of first refusal to make or supervise repairs or restorations. Should the ARTIST be unavailable or unwilling to accept reasonable compensation under the industry standard, the CITY may seek the services of a qualified restorative conservator and maintenance expert.
- f. If within five years the CITY observes a breach of warranty described in this Section that is not curable by the ARTIST, the ARTIST is responsible for reimbursing the CITY for damages, expenses and loss incurred by the CITY as a result of the breach.
- g. Acceptable Standard of Display. ARTIST represents and warrants that:
 - i. General routine cleaning and repair of the Artwork and any associated working parts and equipment will maintain the Artwork within an acceptable standard of public display.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling, weld breaks, and polish finish.

iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, ARTIST will provide copies of such warranties to the CITY.

Article 5: Insurance/Indemnity

5.1 General

a. The ARTIST acknowledges that until final acceptance of the Artwork by the CITY under Section 1.8(b), any injury to property or persons caused by the ARTIST's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the ARTIST's Artwork are the sole responsibility of the ARTIST, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the ARTIST's Artwork, regardless of where such loss occurs.

b. Terms for the procurement and duration of insurance and required insurance policies are described are provided in Exhibit E.

5.2 Indemnity

a. 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.

b. Indemnification and Hold Harmless: For purposes of this Agreement, ARTIST 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 ARTIST or subcontractors. For purposes of this Agreement and subject to the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), CITY agrees to indemnify, defend and hold harmless ARTIST 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 CITY or subcontractors.

c. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section 5.2(b) 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 ARTIST's obligation hereunder will not

include amounts attributable to the fault or negligence of CITY or any Third Party for whom ARTIST is not responsible.

d. 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 ARTIST or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

e. Negligence by the CITY: ARTIST 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.

Article 6: Ownership and Intellectual Property Rights

6.1 Title

Title to the Artwork will pass to the CITY upon the CITY's written final acceptance and payment for the Artwork pursuant to Sections 1.4 and 1.8. ARTIST will provide CITY with a Transfer of Title upon written final acceptance.

6.2 Ownership of Documents

One set of presentation materials prepared and submitted under this Agreement will be retained by the CITY for possible exhibition and to hold for permanent safekeeping. ARTIST shall remain the author and owner of the documents (presentations, materials, drawings, images, renderings, sketches, specifications, and or models, collectively the "documents") prepared and submitted under this agreement, and shall all common law, statutory, and reserved rights therein, including but not limited to copyright.

6.3 Copyright Ownership

The ARTIST retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

6.4 Reproduction Rights

a. In view of the intention that the final Artwork will be unique, the ARTIST will not make any additional exact duplicate reproductions of the final Artwork, nor will the ARTIST grant permission to others to do so except with the written permission of the CITY.

b. The ARTIST grants to the CITY and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

- c. All reproductions by the CITY will contain a credit to the ARTIST and a copyright notice as follows: Copyright © Jason Klimoski and Lesley Chang (StudioKCA), 2020.
- d. The ARTIST will use the ARTIST's best efforts in any public showing or resume use of reproductions to give acknowledgment to the CITY in substantially the following form: "an original Artwork commissioned by and in the public art collection of the CITY."
- e. The ARTIST will, at the ARTIST's expense, register with the copyright in the Artwork in the ARTIST's name.
- f. If the CITY wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties will execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty if any, the ARTIST will receive.
- g. Third Party Infringement. The CITY is not responsible for any third party infringement of ARTIST's copyright and is not responsible for protecting the intellectual property rights of ARTIST.

Article 7: ARTIST's Rights

7.1 General

- a. The ARTIST retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The CITY agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the ARTIST.
- c. If any alteration or damage to the Artwork occurs, the ARTIST will have the right to disclaim authorship of the Artwork in addition to any remedies the ARTIST may have in law or equity under this contract. Upon written request, the CITY will remove the identification plaque and all attributive references to the ARTIST at its own expense within 30 days of receipt of the notice. No provision of this Agreement will obligate the CITY to alter or remove any such attributive reference printed or published prior to the CITY's receipt of such notice. The ARTIST may take such other action as the ARTIST may choose in order to disavow the Artwork.

7.2 Alterations of Site or Removal of Artwork

- a. The CITY will notify the ARTIST in writing upon construction or alteration of the Site, which would result in the Artwork being destroyed, distorted or modified. The ARTIST will be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the CITY, the ARTIST may disavow the Artwork or have the Artwork returned to the ARTIST at the ARTIST's expense.
- b. The Artwork may be removed or relocated or destroyed by the CITY should the ARTIST and the CITY not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the ARTIST. During the 90-day period, the Parties will engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. In the event of changes in building codes, zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the CITY may authorize the removal or relocation of the Artwork without the ARTIST's prior permission. In the alternative, the CITY may

commission the ARTIST by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

d. If the CITY reasonably determines that the Artwork presents imminent harm or hazard to the public, other than because of the CITY's failure to maintain the Artwork as required under this Agreement, the CITY may authorize the removal of the Artwork without the prior approval of the ARTIST.

e. This clause is intended to replace and substitute for the rights of the ARTIST under the Visual Artists Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Article 8: Permanent Record

The CITY will maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 9: ARTIST as Independent Contractor

The ARTIST agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the CITY. The ARTIST acknowledges and agrees that the ARTIST will not hold himself or herself out as an authorized agent of the CITY with the power to bind in any manner. The ARTIST will provide the CITY with the ARTIST's Tax Identification Number and any proof of such number as requested by the CITY.

Article 10: Nondiscrimination

1. Kansas Act Against Discrimination: During the performance of this Agreement, ARTIST agrees that:

- a. ARTIST 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, ARTIST will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if ARTIST fails to comply with the way ARTIST reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, ARTIST 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 ARTIST is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, ARTIST 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 CITY; and
- e. ARTIST 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 ARTIST if (a) ARTIST employs fewer than four (4) employees during the term of such contract; or (b) ARTIST's contract with CITY totals Ten Thousand Dollars (\$10,000) or less in aggregate.

3. Kansas Age Discrimination in Employment Act: ARTIST 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 CITY in connection therewith.

Article 11: Assignment of Artwork

The Artwork and services required of the ARTIST are personal and will not be assigned, sublet or transferred. Any attempt by the ARTIST to assign this Agreement or any rights, duties or obligations arising hereunder will be void and of no effect unless prior written consent is given by the CITY. The CITY will have the right to assign or transfer any and all of the CITY's rights and obligations under this Agreement, subject to the ARTIST's consent, if ownership of the Site is transferred. If the ARTIST refuses to give consent, this Agreement will terminate.

Article 12: Termination

1. Notice: CITY reserves the right to terminate this Agreement for either cause (due to ARTIST's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of ARTIST, by providing fifteen (15) days' written notice of such termination to ARTIST. Upon receipt of such notice from CITY, ARTIST 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 ARTIST in order to bring the Project to a reasonable termination in accordance with the request of CITY. ARTIST will also provide to CITY copies of all drawings and documents completed or partially completed at the date of termination for which ARTIST 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), ARTIST 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 ARTIST. In no event may ARTIST terminate the contract solely for its convenience without cause.

Address for Notice:

CITY of Olathe
Attn: Jeff Blakeman,
Public Works Department
100 E. Santa Fe, PO P.O. Box 768
Olathe, KS 66051-0768

StudioKCA, LLC
Attn: Jason Klimoski
55 Washington Street, Suite 255
Brooklyn, NY 11201

2. Compensation for Convenience Termination: If CITY terminates for its convenience as provided herein; CITY will compensate ARTIST 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 are allowed.

3. Compensation for Cause Termination: If CITY terminates for cause or default on the part of ARTIST, CITY will compensate ARTIST 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 ARTIST including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither ARTIST nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or ARTIST 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 ARTIST under this Agreement, CITY may terminate or reduce the amount of Professional Services to be provided by ARTIST under this Agreement. In such event, CITY will notify ARTIST in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

Article 13: Death or Incapacity

If the ARTIST becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the ARTIST for the purpose of this Article. However, nothing in this Article will obligate the CITY to accept the Artwork.

- a. In the event of incapacity, the ARTIST will assign the ARTIST's obligations and services under this contract to another ARTIST if the CITY, in the CITY's sole discretion, approves of the new ARTIST. Alternatively, the CITY may elect to terminate this Agreement. The ARTIST will retain all rights under Article 6 and Article 7. The Artwork and any reproductions thereof will contain a credit to the ARTIST and a copyright notice in substantially the following form: Copyright © Jason Klimoski and Lesley Chang (StudioKCA), 2020.
- b. In the event of death, this Agreement will terminate effective the date of death. The ARTIST's heirs will retain all rights under Article 6 and Article 7. [The ARTIST's executor will deliver to the CITY the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork will then transfer to the CITY. However, the Artwork will not be represented to be the completed Artwork of the ARTIST unless the CITY is otherwise directed by the ARTIST's estate.]

Article 14: Notices and Documents

Notices required under this Agreement will be delivered personally or through certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the CITY:

City of Olathe: Attn. Jeff Blakeman, Public Works Department
PO Box 768
Olathe, KS 66051-0768

For the ARTIST:

StudioKCA, LLC
Attn: Jason Klimoski
55 Washington St, Suite 255
Brooklyn, NY 11201

Notice will be deemed effective on the date personally delivered or, if mailed, [three (3) days] after the postmarked date.

Article 15: Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement will not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 16: Audit

The CITY will maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The ARTIST agrees to the maintenance of such records for archival purposes. Such records will be made available for inspection or audit,

at any time during regular business hours, upon written request by the CITY. Copies of such documents will be provided to the CITY for inspection when it is practical to do so. Access to such records and documents will also be granted to any Party authorized by the ARTIST, the ARTIST's representatives, or the ARTIST's successors-in-interest. The CITY will comply with any open records law applicable to these records.

Article 17: Conflict of Interest

The ARTIST and the CITY will avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 18: Dispute Resolution

CITY and ARTIST 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, ARTIST will proceed with the Professional Services as per this Agreement as if no dispute existed, and CITY will continue to make payment for ARTIST's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

Article 19: Amendments

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.

Article 20: 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.

(remainder of this page intentionally left blank)

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

StudioKCA, LLC



Jason Klimoski, Principal, Artist

APRIL 9, 2019

TABLE OF CONTENTS OF EXHIBITS

Exhibit A	Budget
Exhibit B	Payment Schedule
Exhibit C	Timeline/Schedule
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Exhibit E	Certificate of Insurance
Exhibit F	Certificate of Good Standing to Conduct Business in Kansas/Registered Agent in Kansas

Exhibit A

Budget

The budget for this project is One Hundred Thousand dollars (\$100,000.00), excluding costs of site preparations that are the responsibility of the CITY per Article 1.2.c.

Exhibit B

Payment Schedule

The CITY will pay the ARTIST a fixed fee not to exceed One Hundred Thousand dollars (\$100,000.00), which will constitute full and complete compensation for all the services performed and materials furnished by the ARTIST under this Agreement. Payment will be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. \$10,000 upon delivery of a signed copy of the approved agreement.
- b. \$30,000 upon CITY approval of the design as set forth in 1.3.b.
- c. \$30,000 upon acceptance by CITY of the engineering structural certification and prior to commencement of fabrication.
- d. \$5,000 upon City's review of fabrication progress as set forth in 1.5.c and prior to shipping.
- e. \$25,000 upon final acceptance of the artwork by the CITY as set forth in 1.8.e.

Exhibit C

Timeline/Schedule

<u>Milestone</u>	<u>Completion Date</u>
Submit Design for Approval	Within 60 day of execution of agreement, per article 1.3.a.i
CITY Notice of Approval or Disapproval of Design.....	Within 15 days of submission of design, per article 1.3.b.i
Submit Revised Design for Approval (if required)	Within 30 days, per article 1.3.b.ii
CITY Notice of Approval or Disapproval of Revised Design	Within 15 days, per article 1.3.c.i
Final/Construction Documents	Within 60 days of CITY approval of design
CITY Acceptance of Engineering Structural Certification.....	Within 7 days of receiving certification
Sculpture Fabrication	Approximately 5-6 months after CITY acceptance of engineering structural certification
Site Preparation	To be completed by CITY prior to beginning of installation, per article 1.2.c
Shipping.....	Approximately 2-4 weeks upon completion of sculpture fabrication
Begin Installation.....	April 17, 2020 (estimated)
Testing and Final Adjustment	April 29, 2020 (estimated)

EXHIBIT D

CITY OF OLATHE INSURANCE REQUIREMENTS

A. ARTIST 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 ARTIST's bid.

B. ARTIST 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 ARTIST nor has the CITY assessed the risk that may be applicable to ARTIST. ARTIST shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The ARTIST'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 ARTIST.

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 ARTIST'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 ARTIST.
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 ARTIST has provided thirty (30) days' advance written notice to the CITY.

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

Exhibit E

Certificate of Insurance

Exhibit F

**Certificate of Good Standing to Conduct Business in Kansas
Registered Agent in Kansas**



Project Fact Sheet
Indian Creek Library Improvements
6-C-001-17
April 16, 2019

Project Manager: Beth Wright / Jeff Blakeman

Description: This project is for the design and construction of a new Indian Creek Library at 16100 W. 135th Street and is an adaptive re-use of the former grocery store at this site.

Justification: To replace the former Indian Creek Library closed due to flooding and to increase overall library space needed for the City of Olathe.

Schedule:	Item	Date
Programming		02-01-2017
Contract Award - Architect		06-20-17
Contract Award – Construction Manager		09-05-17
Design	Schematic Design	Nov. 2017
	Design Development	Jan. 2018
	Construction Documents	July 2018
	Bidding	June 2018
Construction Start		Aug. 2018
Construction Completion		Est. Sept. 2019

Council Actions:	Date	Amount
Discussion of Consultant Selection	12-20-2016	N/A
Funding Resolution	01-24-2017	\$2,500,000
Discussion of Designer Selection	04-18-2017	N/A
Award of Design Contract	06-20-2017	\$1,524,380
Recommendation of Construction Manager	06-20-2017	N/A
Award of Construction Manager Contract	09-05-2017	\$37,500
Approval of GMP Amendment No. 1	11-07-2017	\$200,000
Project Design Update	11-07-2017	N/A
Project Design Update	03-06-2018	N/A
Project Design Update	05-01-2018	N/A
Amend Funding Resolution	05-15-2018	\$19,000,000
Approval of GMP Amendment No. 2	07-24-2018	\$14,064,900
Approval of Design Services Amendment No. 1	10-16-2018	\$172,100
Approval of GMP Amendment No. 3	11-20-2018	\$538,000
Approval of Agreement with StudioKCA	04-16-2019	\$100,000

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$ 19,000,000	2018

Attachment B

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 200,000	\$ 130,400
Planning and Design Services	\$ 1,696,500	\$ 1,395,300
Preconstruction Services	\$ 37,500	\$ 37,500
Construction	\$ 14,602,900	\$ 6,202,000
Utilities	\$ 130,000	\$ 0
Inspection/Testing	\$ 39,400	\$ 28,300
FFE	\$ 1,836,800	\$ 203,500
Public Art	\$ 150,000	\$ 4,000
Contingency	\$ 306,900	\$ 80,000
Total	\$ 19,000,000	\$ 8,081,000



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Resolution for the 2020-2024 County Assistance Road System (CARS) Application.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1029 authorizing the City of Olathe's project requests for inclusion in the 2020-2024 County Assistance Road System (CARS) Program.

SUMMARY:

The CARS program requires that cities submitting candidate projects for the five-year program via a resolution. The submitted projects reflect the 2019-2023 Capital Improvement Plan (CIP) and planned Street Preservation projects on arterial streets. Below is a list of the projects referenced in the attached resolution. The attached Project Summary Sheet provides additional project information.

<u>Priority</u>	<u>Project Location</u>
20-1	Lone Elm Road, Old 56 Highway to 151 st Street
20-2	127 th Street, Kansas City Road to Black Bob Road
20-3	Ridgeview Road, 151 st Street to 159 th Street
20-4	Cedar Creek Parkway, K-10 Highway to End South of 103 rd Street
21-1	Ridgeview Road, 143 rd Street to 151 st Street
21-2	159 th Street, Lone Elm Road to Ridgeview Road
21-3	Mur-Len Road, Santa Fe Street to Rogers Road
21-4	119 th Street, Ridgeview Road to Renner Road
22-1	Pflumm Road, 143 rd Street to 151 st Street
22-2	Ridgeview Road, Santa Fe Street to 119 th Street
22-3	Strang Line Road, Rogers Road to Black Bob Road
22-4	119 th Street, Strang Line Road to Black Bob Road
23-1	Black Bob/Lackman Road, 159 th Street to 175 th Street
23-2	Cedar Creek Parkway and 119 th Street
23-3	Ridgeview Road, Sheridan Street to Park Street
23-4	151 st Street, Ridgeview Road to Mur-Len Road
24-1	119 th Street, Woodland Road to Nelson Road
24-2	159 th Street, Mur-Len Road to Black Bob Road
24-3	Santa Fe Street, I-35 to Black Bob Road
24-4	Hedge Lane, Dennis Avenue to Santa Fe Street

Cities will be notified about the Johnson County Commission's adopted Five-Year Plan and Fiscal Year Plan for CARS after Johnson County's 2020 budget is adopted. Upon completion of the County Budget approval, the Olathe City Council will then consider approval of the County approved 2020 CARS Inter-Local Agreements at a future City Council meeting. The proposed 2020 projects will be finalized with approval of the Inter-Local Agreements. The 2020-2024 proposed projects are tentative and may be revised in future years. The CARS program contributes up to 50% of the eligible, local share of the construction and inspection costs for the approved projects.

MEETING DATE: 4/16/2019

FINANCIAL IMPACT: The approved projects will be eligible for reimbursement up to 50% of the local share of the construction and inspection costs.

ACTION NEEDED:

Approval of Resolution No. 19-1029 authorizing the City of Olathe's project requests for inclusion in the 2020-2024 County Assistance Road System (CARS) Program.

ATTACHMENT(S):

A: Resolution 19-1029

B: CARS Project Summary Sheet 2020-2024

C: CARS Project Location Map

RESOLUTION NO. 19-1029

A RESOLUTION APPROVING AND AUTHORIZING PROJECTS FOR THE 2020-2024 COUNTY ASSISTANCE ROAD SYSTEM (CARS) PROGRAM; FURTHER REQUESTING PARTICIPATION IN THE PROGRAM.

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

SECTION ONE: The Governing Body hereby approves and authorizes the projects listed on Exhibit A, attached hereto and incorporated by reference herein as if fully set out.

SECTION TWO: The Governing Body further requests of the Board of County Commissioners the participation of such projects in the County Assistance Road System (CARS) Program.

SECTION THREE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 16th day of April, 2019.

SIGNED by the Mayor this 16th day of April, 2019.

Michael E. Copeland, Mayor

ATTEST:

Emily K. Vincent, City Clerk

(SEAL)

APPROVED AS TO FORM:


Ronald R. Shaver, City Attorney

EXHIBIT A

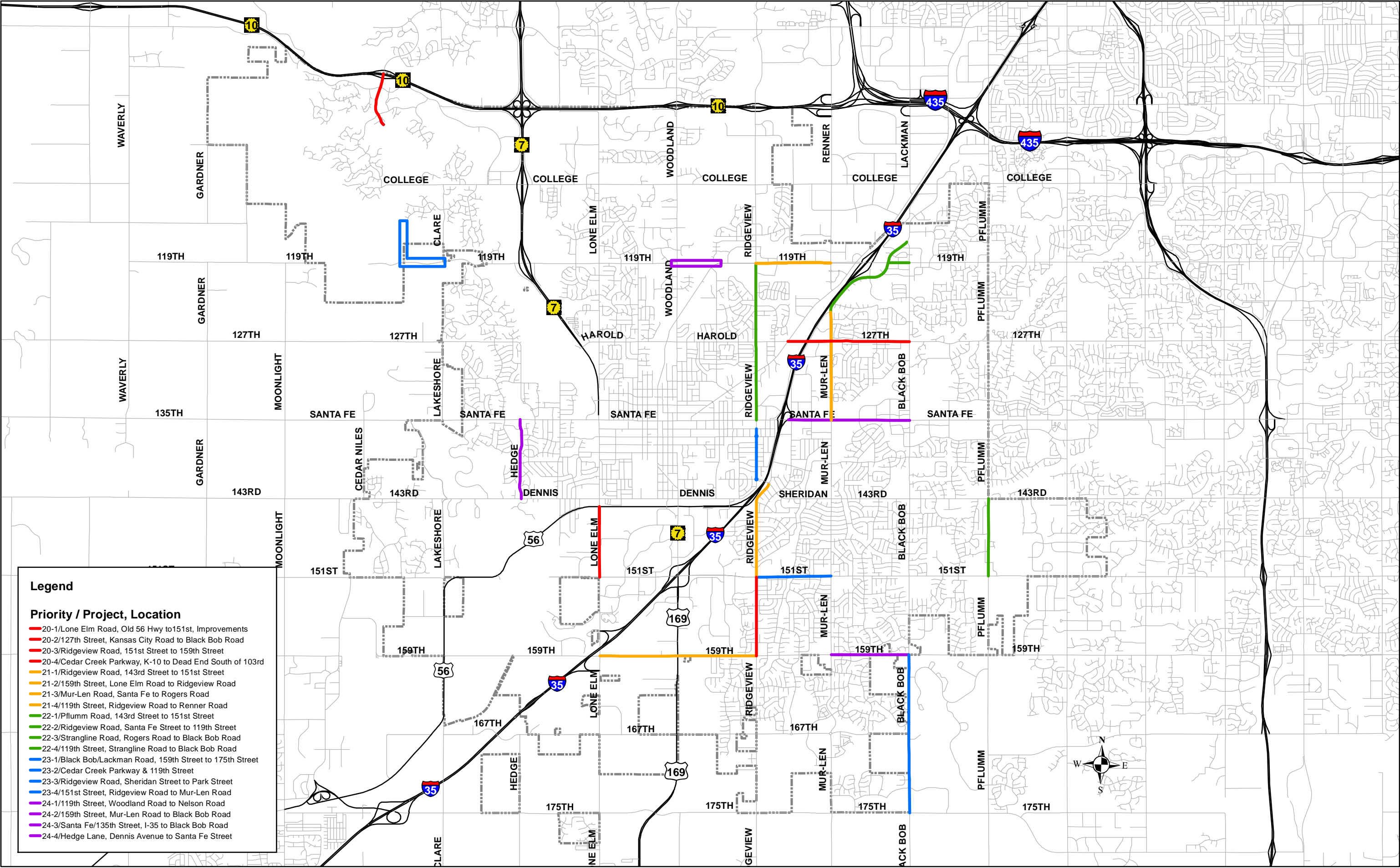
2020-2024 CARS PROJECTS

<u>Priority</u>	<u>Project Location</u>
20-1	Lone Elm Road, Old 56 Highway to 151 st Street
20-2	127 th Street, Kansas City Road to Black Bob Road
20-3	Ridgeview Road, 151 st Street to 159 th Street
20-4	Cedar Creek Parkway, K-10 Highway to End South of 103 rd Street
21-1	Ridgeview Road, 143 rd Street to 151 st Street
21-2	159 th Street, Lone Elm Road to Ridgeview Road
21-3	Mur-Len Road, Santa Fe Street to Rogers Road
21-4	119 th Street, Ridgeview Road to Renner Road
22-1	Pflumm Road, 143 rd Street to 151 st Street
22-2	Ridgeview Road, Santa Fe Street to 119 th Street
22-3	Strang Line Road, Rogers Road to Black Bob Road
22-4	119 th Street, Strang Line Road to Black Bob Road
23-1	Black Bob/Lackman Road, 159 th Street to 175 th Street
23-2	Cedar Creek Parkway and 119 th Street
23-3	Ridgeview Road, Sheridan Street to Park Street
23-4	151 st Street, Ridgeview Road to Mur-Len Road
24-1	119 th Street, Woodland Road to Nelson Road
24-2	159 th Street, Mur-Len Road to Black Bob Road
24-3	Santa Fe Street, I-35 to Black Bob Road
24-4	Hedge Lane, Dennis Avenue to Santa Fe Street

EXHIBIT B

County Assistance Road System 2020-2024 Program Summary Sheet					
Participating City:				3/28/2019	
Priority	Project Location	Proposed Start/ Finish	Project Type	Program Funding Request	CARS Eligible Costs
20-1	Lone Elm Road, Old 56 Hwy to 151st, Improvements	3/20 to 12/21	Capacity	\$2,500,000	\$14,460,000
20-2	127th Street, Kansas City Road to Black Bob Road	3/20 to 12/20	Major Maintenance	\$600,000	\$1,420,000
20-3	Ridgeview Road, 151st Street to 159th Street	3/20 to 12/20	Major Maintenance	\$800,000	\$1,600,000
20-4	Cedar Creek Parkway, K-10 to Dead End South of 103rd	3/20 to 11/20	Major Maintenance	\$450,000	\$900,000
21-1	Ridgeview Road, 143rd Street to 151st Street	1/21 to 12/21	Capacity	\$1,840,000	\$7,335,000
21-2	159th Street, Lone Elm Road to Ridgeview Road	3/21 to 12/21	Major Maintenance	\$950,000	\$1,900,000
21-3	Mur-Len Road, Santa Fe to Rogers Road	3/21 to 12/21	Major Maintenance	\$800,000	\$1,600,000
21-4	119th Street, Ridgeview Road to Renner Road	3/21 to 12/21	Major Maintenance	\$700,000	\$1,400,000
22-1	Pflumm Road, 143rd Street to 151st Street	3/22 to 12/22	Capacity	\$2,500,000	\$14,200,000
22-2	Ridgeview Road, Santa Fe Street to 119th Street	3/22 to 12/22	Major Maintenance	\$600,000	\$3,000,000
22-3	Strang Line Road, Rogers Road to Black Bob Road	3/22 to 12/22	Major Maintenance	\$1,000,000	\$2,000,000
22-4	119th Street, Strang Line Road to Black Bob Road	3/22 to 12/22	Major Maintenance	\$800,000	\$1,600,000
23-1	Black Bob/Lackman Road, 159th Street to 175th Street	1/23 to 12/23	Capacity	\$3,300,000	\$28,350,000
23-2	Cedar Creek Parkway & 119th Street	1/23 to 12/23	Capacity	\$3,000,000	\$15,250,000
23-3	Ridgeview Road, Sheridan Street to Park Street	1/23 to 12//23	Major Maintenance	\$270,000	\$540,000
23-4	151st Street, Ridgeview Road to Mur-Len Road	3/23 to 12/23	Major Maintenance	\$500,000	\$1,000,000
24-1	119th Street, Woodland Road to Nelson Road	1/24 to 12/24	Capacity	\$3,300,000	\$25,500,000
24-2	159th Street, Mur-Len Road to Black Bob Road	1/24 to 12/24	Capacity	\$3,000,000	\$14,250,000
24-3	Santa Fe Street, I-35 to Black Bob Road	1/24 to 12/24	Major Maintenance	\$750,000	\$1,500,000
24-4	Hedge Lane, Dennis Avenue to Santa Fe Street	1/24 to 12/24	Major Maintenance	\$350,000	\$700,000

CARS Project Location Map 2020-2024





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with O'Donnell & Sons Construction Co., Inc. for construction of the Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19.

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 Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19.

SUMMARY:

On March 27, 2019, one (1) bid was received and opened for the above referenced project. The Engineer's Estimate was \$1,794,530.00. O'Donnell & Sons Construction Co., Inc. submitted the low and responsible bid in the amount of \$1,434,536.30. The following is a tabulation of the bid received:

O'Donnell & Sons Construction Co., Inc.	\$1,434,536.30
Engineer's	\$1,794,530.00

This Street Preservation project, from Parker Street to Lakeshore Drive, will include a 2" depth mill and asphalt overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings (including bike lanes from Overlook Street to Hedge Lane), and reconstruction of two retaining walls at Janell Drive.

Construction is scheduled to begin in Spring 2019 and will be completed in Fall 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 O'Donnell & Sons Construction Co., Inc. for construction of the Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19.

ATTACHMENT(S):

MEETING DATE: 4/16/2019

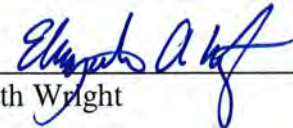
A: Engineer's Estimate and Affidavit of Estimate
B: Project Location Map
C: Resolution 19-1007

AFFIDAVIT OF ESTIMATE OF COST

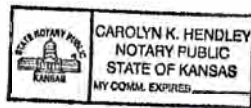
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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 Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19 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 29th
day of March, 2019.



12-11-20


Notary Public

My Appointment Expires

December 11, 2020

**Santa Fe Arterial
Mill and Overlay Project, PN 3-P-005-19
Final Engineer's Estimate (March 27, 2019)**

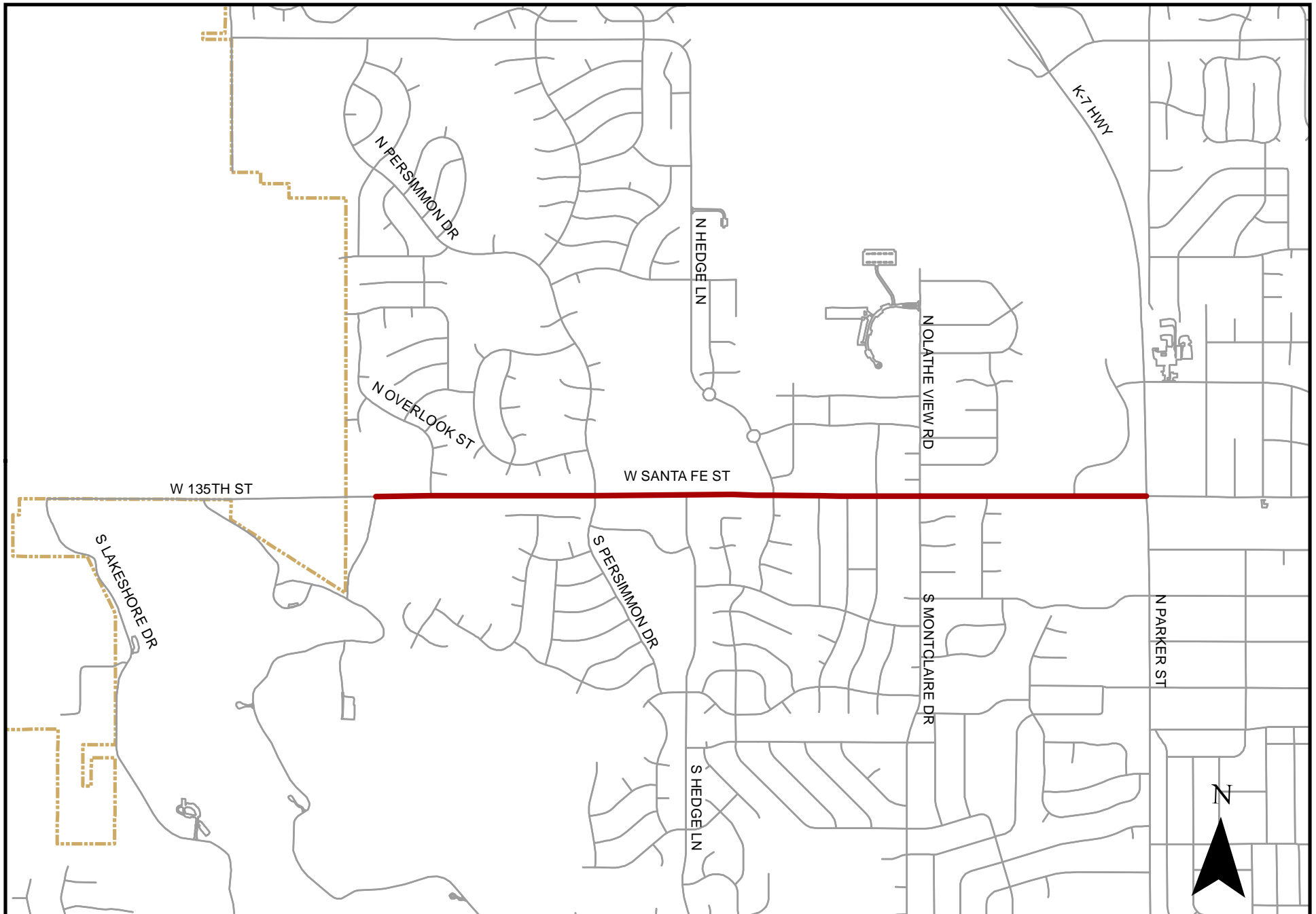
NO.	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
SANTA FE STREET- PARKER STREET TO LAKE SHORE DRIVE IMPROVEMENTS					
1	MOBILIZATION	1	LS	\$55,000.00	\$55,000.00
2	CONSTRUCTION STAKING	1	LS	\$5,000.00	\$5,000.00
3	INSTALL CITY OF OLATHE STREET PRESERVATION SALES TAX SIGN	2	EACH	\$200.00	\$400.00
4	2" MILL	63,449	SY	\$2.00	\$126,898.00
5	2" MODIFIED SUPERPAVE ASPHALTIC SURFACE	7,376	TONS	\$70.00	\$516,320.00
6	FULL DEPTH STREET PATCH	900	SY	\$65.00	\$58,500.00
7	ASPHALT CRACK REPAIR	1,200	SY	\$55.00	\$66,000.00
8	EXCAVATION AND GRADING	1,000	CY	\$60.00	\$60,000.00
9	INSTALL TYPE I ADA RAMP	10	EACH	\$1,400.00	\$14,000.00
10	INSTALL TYPE II ADA RAMP	5	EACH	\$1,800.00	\$9,000.00
11	INSTALL TYPE III ADA RAMP	1	EACH	\$1,500.00	\$1,500.00
12	REMOVE 5' CONCRETE SIDEWALK	982	LF	\$13.00	\$12,766.00
13	REMOVE 8' SHARED USE PATH	889	LF	\$21.00	\$18,669.00
14	REMOVE TYPE "B" CURB AND GUTTER	1,721	LF	\$10.50	\$18,070.50
15	REMOVE MEDIAN CURB	1,919	LF	\$10.50	\$20,149.50
16	REMOVE MEDIAN PAVERS	269	SY	\$20.00	\$5,380.00
17	REMOVE 6" RESIDENTIAL DRIVE	66	SY	\$20.00	\$1,320.00
18	REMOVE 7" CONCRETE COMMERCIAL DRIVE	6	SY	\$20.00	\$120.00
19	REMOVE CURB INLET TOP	1	EACH	\$500.00	\$500.00
20	REPLACE 5' CONCRETE SIDEWALK	838	LF	\$25.00	\$20,950.00
21	REPLACE 8' SHARED USE PATH	748	LF	\$40.00	\$29,920.00
22	REPLACE TYPE "B" CURB AND GUTTER	1,466	LF	\$23.00	\$33,718.00
23	REPLACE HAND POURED TYPE "B" CONCRETE CURB AND GUTTER	255	LF	\$30.00	\$7,650.00
24	REPLACE MEDIAN CURB	1,756	LF	\$18.00	\$31,608.00
25	REPLACE HAND POURED MEDIAN CURB	163	LF	\$20.00	\$3,260.00
26	REPLACE MEDIAN PAVERS	269	SY	\$200.00	\$53,800.00
27	REPLACE 6" RESIDENTIAL DRIVE	64	SY	\$67.00	\$4,288.00
28	REPLACE 7" CONCRETE COMMERCIAL DRIVE	6	SY	\$100.00	\$600.00
29	REPLACE CURB INLET TOP	1	EACH	\$2,000.00	\$2,000.00
30	REMOVE WALLS (JANELL)	1	LS	\$20,000.00	\$20,000.00
31	LARGE BLOCK GRAVITY WALL (EAST WALL)	435	SF	\$120.00	\$52,200.00
32	LARGE BLOCK GRAVITY WALL (WEST WALL)	905	SF	\$120.00	\$108,600.00
33	4" SOLID YELLOW DOUBLE LINE (HPS-8)	5,210	LF	\$2.00	\$10,420.00
34	6" BROKEN WHITE LINE (HPS-8)	4,160	LF	\$2.25	\$9,360.00
35	6" DOTTED WHITE EXTENSION LINE (HPS-8)	500	LF	\$2.25	\$1,125.00
36	6" SOLID WHITE LINE (HPS-8)	11,140	LF	\$2.25	\$25,065.00
37	6" SOLID WHITE CROSSWALK LINE (PREFORMED THERMOPLASTIC)	2,830	LF	\$5.50	\$15,565.00
38	12" SOLID YELLOW LINE (PREFORMED THERMOPLASTIC)	250	LF	\$11.00	\$2,750.00
39	24" SOLID WHITE LINE (PREFORMED THERMOPLASTIC)	310	LF	\$22.00	\$6,820.00
40	LEFT/RIGHT TURN ARROW (PREFORMED THERMOPLASTIC)	76	EACH	\$250.00	\$19,000.00
41	BIKE LANE SYMBOL (PREFORMED THERMOPLASTIC)	19	EACH	\$250.00	\$4,750.00
42	SHARROW SYMBOL (PREFORMED THERMOPLASTIC)	1	EACH	\$250.00	\$250.00
43	MONTCLAIRE SIGNAL IMPROVEMENTS (INCLUDES RADAR)	1	LS	\$75,000.00	\$75,000.00
44	INSTALL SIGNAL DETECTION (RADAR & LOOPS)	1	LS	\$29,000.00	\$29,000.00
45	SODDING	451	SY	\$5.00	\$2,255.00
46	EROSION CONTROL	1	LS	\$5,000.00	\$5,000.00
47	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00
135TH STREET AND BLACKBOB ROAD IMPROVEMENTS					
101	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
102	EROSION CONTROL	1	LS	\$500.00	\$500.00
103	TRAFFIC CONTROL	1	LS	\$2,000.00	\$2,000.00
104	REMOVE 5' CONCRETE SIDEWALK	71	LF	\$13.00	\$923.00
105	REMOVE 8' SHARED USE PATH	50	LF	\$21.00	\$1,050.00
106	REMOVALS AND GRADING	682	SY	\$40.00	\$27,280.00
107	2" MODIFIED SUPERPAVE ASPHALTIC SURFACE	79	TONS	\$70.00	\$5,530.00
108	10" MODIFIED SUPERPAVE ASPHALTIC CONCRETE BASE	396	TONS	\$70.00	\$27,720.00
109	6" AGGREGATE BASE	682	SY	\$12.00	\$8,184.00
110	9" COMPACTED SUBGRADE	682	SY	\$25.00	\$17,050.00
111	REPLACE 5' CONCRETE SIDEWALK	26	LF	\$25.00	\$650.00
112	REPLACE 8' SHARED USE PATH	20	LF	\$40.00	\$800.00
113	REPLACE TYPE "B" CURB AND GUTTER	287	LF	\$23.00	\$6,601.00
114	INSTALL TYPE I ADA RAMP	3	EACH	\$1,400.00	\$4,200.00
115	INSTALL TYPE II ADA RAMP	1	EACH	\$1,800.00	\$1,800.00
116	PERMANENT STREET SIGNING	1	EACH	\$200.00	\$200.00
117	6" DOTTED WHITE EXTENSION LINE (HPS-8)	120	LF	\$2.25	\$270.00
118	6" BROKEN WHITE LINE (HPS-8)	100	LF	\$2.25	\$225.00
119	PAVEMENT MARKING REMOVAL	1	LS	\$2,000.00	\$2,000.00
				SUBTOTAL:	\$1,726,530.00
Owner's Contingency					\$68,000.00
				GRAND TOTAL:	\$1,794,530.00



Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19

Project Location Map

Attachment B



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:

151st 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 – 119th Street to the North End. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

151st 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>
TOTAL	\$16,550,000

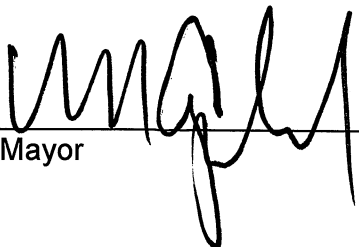
SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

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 Varent
City Clerk

(SEAL)



APPROVED AS TO FORM:

[Signature]
City Attorney

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

STREET	FROM/TO
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**

STREET	FROM/TO
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**

STREET NAME	FROM/TO
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

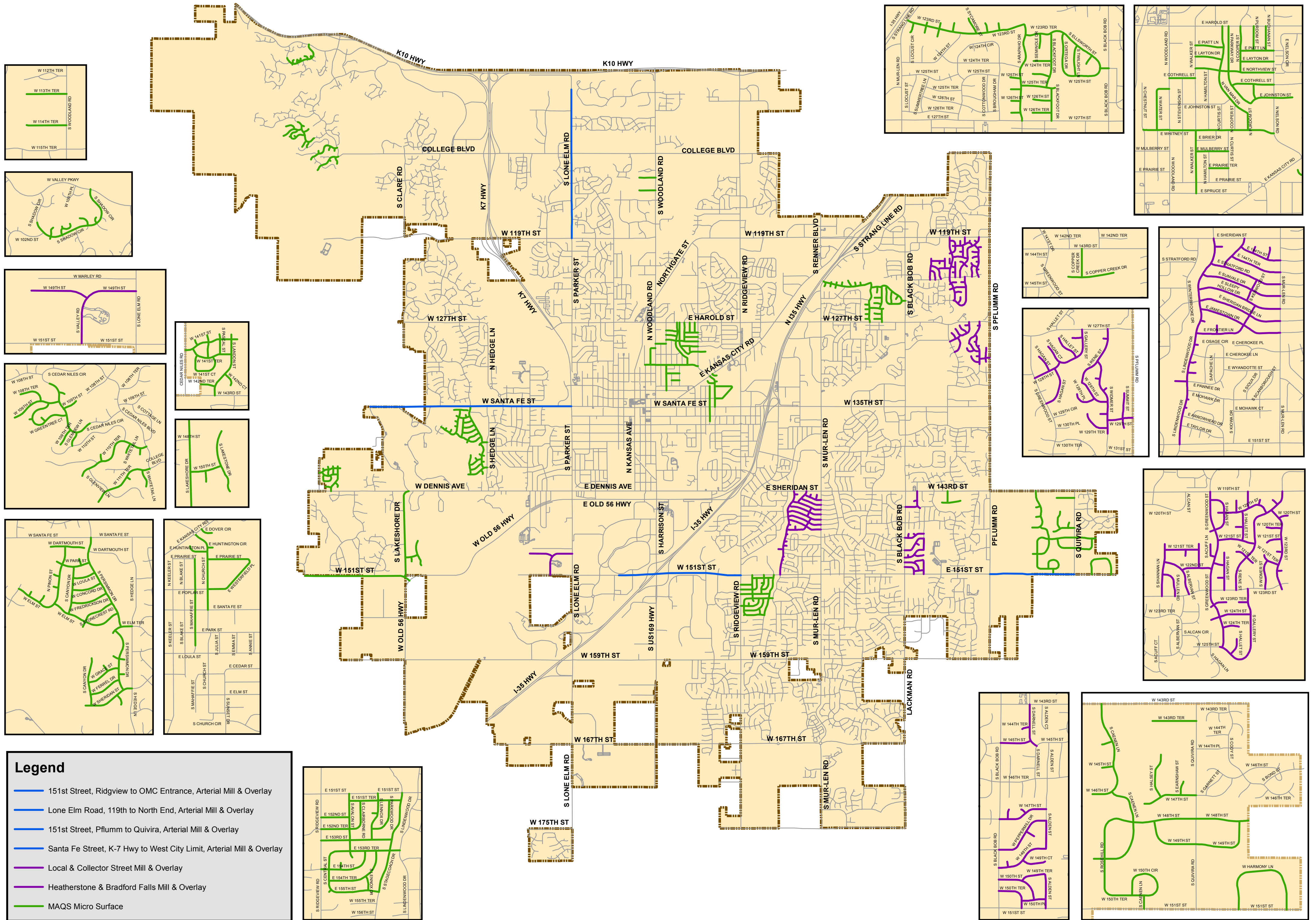
South Copper Creek Drive	143rd Street to Copper Creek Drive
South Copper Creek Drive	East End Cul-de-sac to West End Cul-de-sac
East Cothrell Street	Nelson to Parkway Drive
East Cothrell Street	Walker to Woodland
North Walker Street	Whitney to Spruce
North Walker Street	Woodland to Whitney
East Westerfield 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**

STREET NAME	FROM/TO
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: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with Johnson County to fund design and construction of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

ITEM DESCRIPTION:

Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for the funding of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

SUMMARY:

This project will include the installation of a traffic signal at the intersection as well as geometric and profile improvements. The geometric improvements will include right and left turn lanes in all directions. All legs of the intersection will taper back to match existing conditions. Also included in the project will be new pavement, curb and gutter, storm sewer, street lighting and all other work pertinent to completing the project.

This Agreement defines the responsibilities of both the City of Olathe and Johnson County in connection with the design and construction of the 159th Street and Black Bob Road Improvements Project. Under this agreement, Johnson County will pay 25% of the actual costs incurred for design, construction, utility relocations, inspections and materials testing. Each party included in the agreement shall cover their own costs for staff time and right-of-way acquisition.

The estimated total cost for this project is \$6,800,000. This includes preliminary and final design, land acquisition, utility relocations, staff time, construction and construction inspection. It is anticipated that Johnson County's share of the cost will be \$1,331,250, and the City of Olathe's share of the cost will be \$4,468,750.

The project is currently in the design and land acquisition phases with utility relocations scheduled to start Fall 2019. Construction is tentatively scheduled for Fall 2020 through Fall 2021.

FINANCIAL IMPACT:

Funding for the 159th Street and Black Bob Road Improvements Project includes:

GO Bonds	\$4,468,750
Johnson County	\$1,331,250
<u>CMAQ</u>	<u>\$1,000,000</u>
Total	\$6,800,000

ACTION NEEDED:

Approval of Agreement between the City of Olathe, Kansas and Board of County Commissioners of

MEETING DATE: 4/16/2019

Johnson County, Kansas, for the funding of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

ATTACHMENT(S):

- A: Agreement
- B: Project Fact Sheet
- C: Project Location Map

**AGREEMENT BETWEEN THE CITY OF OLATHE, KANSAS, AND
BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY,
KANSAS, FOR THE PUBLIC IMPROVEMENT OF THE INTERSECTION
OF 159TH STREET, AND BLACK BOB ROAD (OLTHE PROJECT
NUMBER 3-C-006-16).**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY OF OLATHE, KANSAS (hereinafter "OLATHE"), and BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter "JOHNSON COUNTY"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OLATHE and JOHNSON COUNTY may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to THE INTERSECTION OF 159TH STREET AND BLACK BOB ROAD (OLATHE PROJECT NUMBER 3-C-006-16) as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorizes the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of JOHNSON COUNTY did approve and authorize its Chairman of the Board of Commissioners to execute this Agreement by official vote of the Body on the 7th day of March, 2019; and

WHEREAS, the Governing Body of OLATHE did approve and authorize its mayor to execute this Agreement by official vote of the Body on the day of _____, 20____.

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

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement at THE INTERSECTION OF 159TH STREET AND BLACK BOB ROAD (OLTHE PROJECT NUMBER 3-C-006-16) as heretofore described by performing the following work:

Re-construct the intersection at 159th Street and Black Bob Road to include a traffic signal, left turn lanes in all directions and right turn lanes in all directions. The Project will also include storm sewer, curb and gutter, street lighting, and all other work

necessary to complete the Project. This work is hereinafter referred to collectively as the "Improvement."

2. ESTIMATED COST OF THE IMPROVMENT.

A. The total cost for the Improvement covered by this Agreement, exclusive of the cost of right-of-way and easement acquisition, is estimated to be Six Million Three Hundred Twenty-Five Thousand DOLLARS (\$6,325,000).

B. The cost of making the Improvement shall include:

(1) Labor and material used in making the Improvement; and

(2) Such other expenses that are necessary in making the Improvement include but not limited to design, construction inspection, material testing and utility relocations.

C. The Parties anticipate receipt of Federal CMAQ Funding in the amount of One Million DOLLARS (\$1,000,000) to help pay a portion of the Improvement.

D. The remaining cost of making said Improvement, exclusive of the cost of right-of-way or easement acquisition, shall be distributed between the Parties as follows:

(1) JOHNSON COUNTY shall pay 25% of the actual local share of the Improvement.

(2) OLATHE shall pay 75% of the actual local share of the Improvement.

(3) Each Party shall acquire and pay all costs associated with the right-of-way and easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.

3. FINANCING. OLATHE and JOHNSON COUNTY shall each pay their portion of the cost with monies budgeted and appropriated funds.

4. Maintenance. OLATHE agrees to operate and maintain all infrastructure constructed as a part of the PROJECT.

5. OLATHE ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, the other entity shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OLATHE acting by and through the OLATHE Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvement; provided, the PW

Director shall, among her several duties and responsibilities, assume and perform the following:

A. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of OLATHE. In the solicitation of bids, the most favorable bid shall be determined by OLATHE administering the project and the Governing Body of OLATHE approving the lowest responsible bidder for the project, except that the Governing Body of JOHNSON COUNTY shall have the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvement, then either OLATHE or JOHNSON COUNTY shall have the right to reject the bid. In such case, the project shall rebid at a later date.

B. Provide preliminary construction documents (at approximately 30% complete) and draft final construction documents (at approximately 95% complete) to JOHNSON COUNTY in PDF format for a maximum of fourteen (14) days review. Final construction documents (at 100% complete) to Johnson County in PDF format for a maximum of seven (7) days review.

C. Upon completion of the Improvement, the PW Director shall submit to JOHNSON COUNTY a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein. JOHNSON COUNTY shall remit their portion of the accrued costs to OLATHE as herein agreed.

D. JOHNSON COUNTY shall be named as additional insured on all applicable certificates of insurance issued by any contractor for this Improvement (the "Contractor(s)").

E. OLATHE shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.

F. OLATHE shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, OLATHE will, upon request of JOHNSON COUNTY, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.

G. OLATHE shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OLATHE and JOHNSON COUNTY harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.

6. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OLATHE which may arise after completion of the Improvement as set forth in Section 4, Paragraph G, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by her as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.

7. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

8. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment, shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

9. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

10. TERMINATION. Either OLATHE or JOHNSON COUNTY may terminate this Agreement by giving ten (10) days written notice to the non-terminating party upon failure of the Improvement to receive federal CMAQ funding as contemplated herein.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____

MICHAEL E. COPELAND, MAYOR

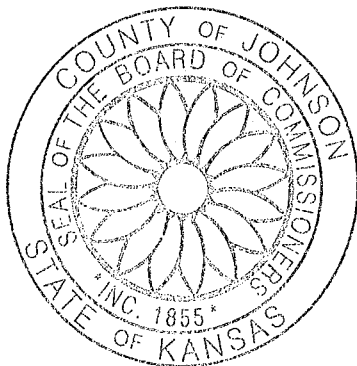
ATTEST:

CITY CLERK

(Seal)

APPROVED AS TO FORM:

CITY ATTORNEY



**BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS**

By _____

ED EILERT, CHAIRMAN

ATTEST:

LYNDA SADER

DEPUTY COUNTY CLERK

APPROVED AS TO FORM:

ROBERT FORD

ASSISTANT COUNTY COUNSELOR

Approved 7-0

FILED

MAR - 7 2019

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS



Project Fact Sheet
159th Street & Black Bob Road
Improvements Project
3-C-006-16
April 16, 2019

Project Manager: Beth Wright / Therese Vink

Description: This project will consist of the design and construction of a traffic signal and geometric improvements at the intersection of 159th Street and Black Bob Road. The geometric improvements will include right and left turn lanes in all directions. All legs of the intersection will taper back to match existing conditions. Also included in the project will be new pavement, curb and gutter, storm sewer, street lighting and all other work pertinent to completing the project.

Justification: This project is necessary to increase safety and capacity in the area.

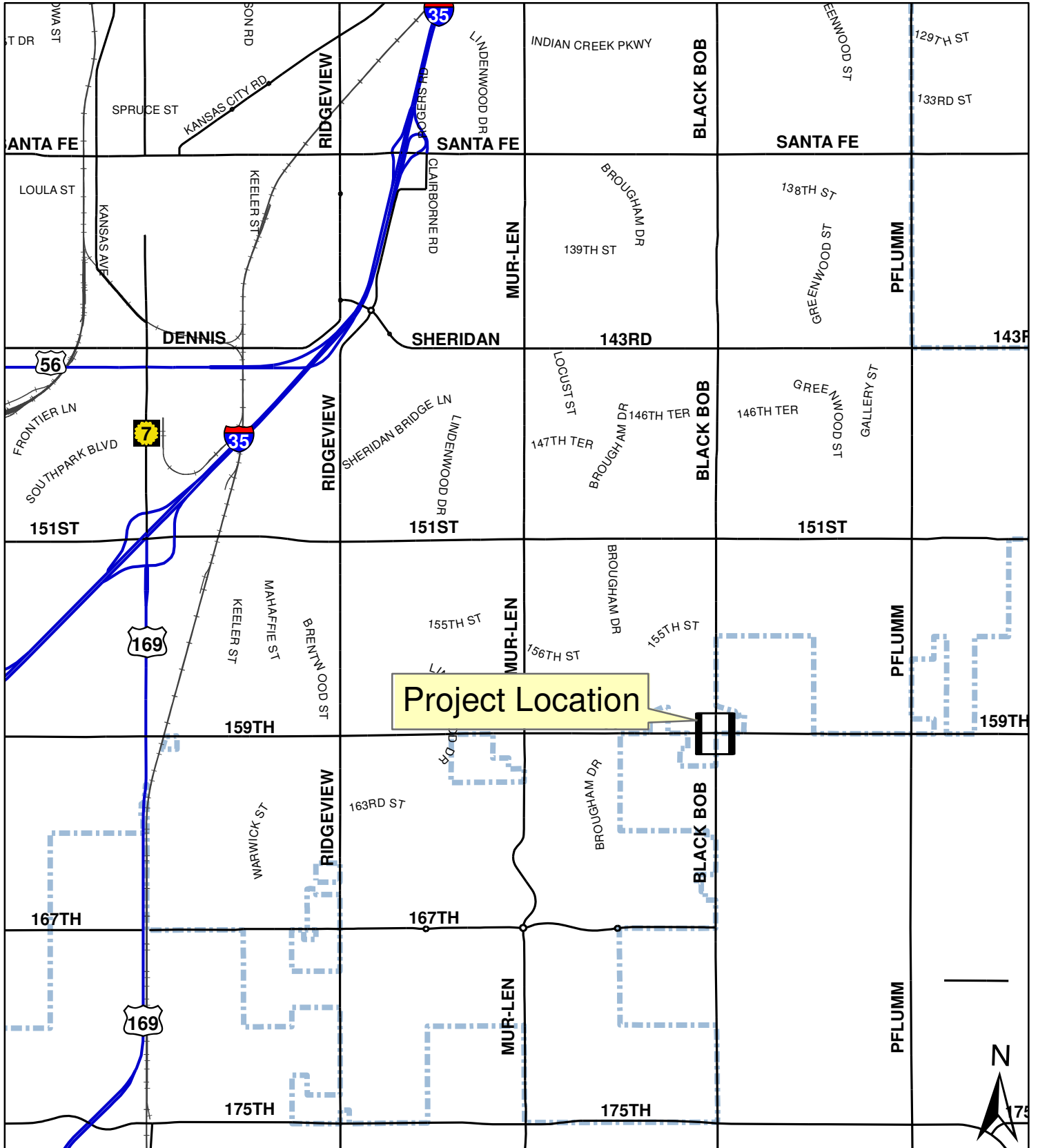
Comments: The project has been awarded federal funding (CMAQ) in the amount of \$1,000,000 for construction of the project. Johnson County will also fund 25% of the actual costs of construction, design, inspection and utility relocation.

Schedule:	Item	Date
Design:	Final Design	8/31/2019 – Estimate
	Land Acquisition	7/31/2019 – Estimate
	Utility Relocation	7/31/2020 – Estimate
Construction:	Contract Award	9/15/2020 – Estimate
	Completion	10/31/2021 – Estimate
Council Actions:	Date	Amount
Project Authorization	2/2/2016	\$500,000
PSA	5/17/2016	\$112,686
Report – Scope	7/17/2018	N/A
Project Authorization	8/7/2018	\$6,800,000
Supplemental Agreement	8/7/2018	\$400,625
JoCo Agreement	4/16/2019	\$1,331,250
KDOT Agreement	4/16/2019	\$1,000,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$4,468,750	2021
Johnson County	\$1,331,250	2020
CMAQ	\$1,000,000	2020
Expenditures:	Budget	Amount to Date
Design	\$700,000	\$230,371
Land Acquisition	\$400,000	\$0
Utility Relocation	\$500,000	\$0
Construction	\$3,400,000	\$0
Inspection	\$150,000	\$0
Staff Time	\$150,000	\$17,475
Contingency	\$1,500,000	\$15,958
Total	\$6,800,000	\$263,804

Improvements Project

PN 3-C-006-16

Project Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with KDOT to fund construction of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

ITEM DESCRIPTION:

Consideration of Agreement No. 11-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

SUMMARY:

This project will include the installation of a traffic signal at the intersection as well as geometric and profile improvements. The geometric improvements will include right and left turn lanes in all directions. All legs of the intersection will taper back to match existing conditions. Also included in the project will be new pavement, curb and gutter, storm sewer, street lighting and all other work pertinent to completing the project.

This agreement defines the responsibilities of both the City of Olathe and KDOT in connection with the construction of the 159th Street and Black Bob Road Improvements Project. This agreement provides Congestion Mitigation and Air Quality (CMAQ) funding for 80% of the participating project costs up to a maximum of \$1,000,000.

The estimated cost for the overall project is \$6,800,000. This includes preliminary and final design, land acquisition, utility coordination and relocation, staff time, construction and construction inspection. Johnson County has also agreed to fund 25% of the actual costs of construction, inspection, design and utility relocations.

The project is currently in the design and land acquisition phases with utility relocations scheduled to start Fall 2019. Construction is tentatively scheduled for Fall 2020 through Fall 2021.

FINANCIAL IMPACT:

Funding for the 159th Street and Black Bob Road Improvements Project includes:

GO Bonds	\$4,468,750
Johnson County	\$1,331,250
<u>CMAQ</u>	<u>\$1,000,000</u>
Total	\$6,800,000

ACTION NEEDED:

Approval of Agreement No. 11-18 with the Kansas Department of Transportation (KDOT) for funding the construction of the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

MEETING DATE: 4/16/2019

ATTACHMENT(S):

A: KDOT Agreement No. 11-18

B: Project Fact Sheet

C: Project Location Map

PROJECT NO. 46 N-0667-01
CMQ-N066(701)
INTERSECTION IMPROVEMENT
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 an intersection improvement 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 Black Bob Road to four-lanes with turn lane improvements, sidewalks/ramps, signal modifications, curb & gutter, storm sewer, medians, and lighting at the intersection of Black Bob Road and 159th 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 \$1,000,000.00 in FFY 2020 CMAQ funds 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 \$1,250,000.00 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 City of Olathe LPA Project Procedures Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, 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 City of Olathe LPA Project 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 apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent

Vests. 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 \$1,250,000.00 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 \$1,250,000.00 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: _____
Catherine M. Patrick, P.E. (Date)
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, it’s 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
159th Street & Black Bob Road
Improvements Project
3-C-006-16
April 16, 2019

Project Manager: Beth Wright / Therese Vink

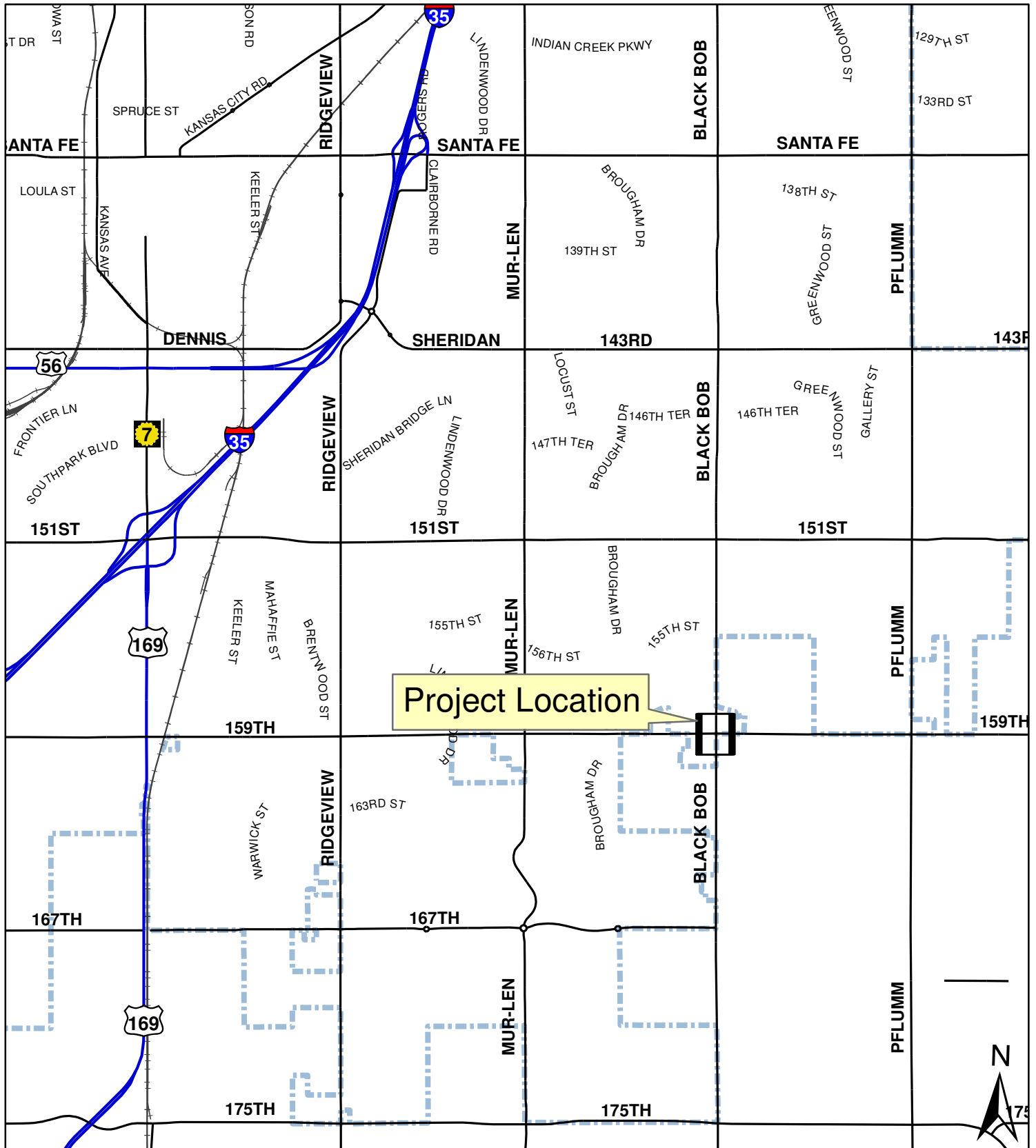
Description: This project will consist of the design and construction of a traffic signal and geometric improvements at the intersection of 159th Street and Black Bob Road. The geometric improvements will include right and left turn lanes in all directions. All legs of the intersection will taper back to match existing conditions. Also included in the project will be new pavement, curb and gutter, storm sewer, street lighting and all other work pertinent to completing the project.

Justification: This project is necessary to increase safety and capacity in the area.

Comments: The project has been awarded federal funding (CMAQ) in the amount of \$1,000,000 for construction of the project. Johnson County will also fund 25% of the actual costs of construction, design, inspection and utility relocation.

Schedule:	Item	Date
Design:	Final Design	8/31/2019 – Estimate
	Land Acquisition	7/31/2019 – Estimate
	Utility Relocation	7/31/2020 – Estimate
Construction:	Contract Award	9/15/2020 – Estimate
	Completion	10/31/2021 – Estimate
Council Actions:	Date	Amount
Project Authorization	2/2/2016	\$500,000
PSA	5/17/2016	\$112,686
Report – Scope	7/17/2018	N/A
Project Authorization	8/7/2018	\$6,800,000
Supplemental Agreement	8/7/2018	\$400,625
JoCo Agreement	4/16/2019	\$1,331,250
KDOT Agreement	4/16/2019	\$1,000,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$4,468,750	2021
Johnson County	\$1,331,250	2020
CMAQ	\$1,000,000	2020
Expenditures:	Budget	Amount to Date
Design	\$700,000	\$230,371
Land Acquisition	\$400,000	\$0
Utility Relocation	\$500,000	\$0
Construction	\$3,400,000	\$0
Inspection	\$150,000	\$0
Staff Time	\$150,000	\$17,475
Contingency	\$1,500,000	\$15,958
Total	\$6,800,000	\$263,804

Attachment C





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with Johnson County to fund the Black Bob (Lackman) Road, 159th to 175th, Improvements Project, PN 3-C-065-18.

ITEM DESCRIPTION:

Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for the funding of the Black Bob (Lackman) Road, 159th to 175th, Improvements Project, PN 3-C-065-18.

SUMMARY:

This project will evaluate the future alignment and corridor improvements of Black Bob Road between 159th Street and 175th Street. Utilizing the City of Olathe's Travel Demand Model, the most recent traffic counts, and current and future development plans, recommendations will be made for a roadway typical section for the corridor, intersection improvements, and storm drainage improvements. A preliminary cost estimate will also be developed. This will allow the City of Olathe and Johnson County to better plan for future development and right-of-way needs along the corridor, put us in a better position to compete for federal funds to assist with future improvements, and establishes a partnership between the City of Olathe and Johnson County for sharing the costs of future improvements.

This Agreement is in place to allow Johnson County to reimburse the City of Olathe for the costs of the project. Under the Agreement, the cost of the project will be split equally between the two parties. The estimated cost for the project is \$45,000, thus the City of Olathe and Johnson County's shares are estimated to be \$22,500 each.

The preliminary engineering analysis is tentatively scheduled to begin in May 2019 and be complete in Summer 2019.

FINANCIAL IMPACT:

The estimated cost for the project is \$45,000. The City of Olathe and Johnson County's shares are estimated to be \$22,500 each (50% of the cost).

ACTION NEEDED:

Approval of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for the funding of the Black Bob (Lackman) Road, 159th to 175th, Improvements Project, PN 3-C-065-18.

ATTACHMENT(S):

A: Agreement

B: Project Location Map

**Agreement between Johnson County, Kansas
and the City of Olathe, Kansas
for Conceptual Design of
Lackman Road, 159th Street to 175th Street
(Olathe Project Number PN 3-C-065-18)**

THIS AGREEMENT is made and entered into this 7th day of March, 2019, by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Olathe, Kansas ("City"), hereinafter the County and the City may be referred to singularly as the "Party" and collectively as the "Parties".

Recitals

WHEREAS, the City has determined that Lackman Road requires improvements between 159th and 175th in the near future and has requested the County to participate in funding the conceptual design of this corridor (the "Project"); and

WHEREAS, the Project includes areas both in the corporate boundary of the City and the unincorporated area of Johnson County, Kansas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the Parties agree as follows:

Agreement


1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of Facilitating the completion of the Project to assure a more adequate, safe, and integrated roadway network in Johnson County, Kansas.
2. **Description of the project Scope.** The Project shall consist of the conceptual study of the portion of Lackman Road between 159th and 175th.
3. **Administration of the project:** The City shall be responsible for administering the project.
 - a. Responsibilities of City:
 - i. Coordinate with the County for the selection of a consultant of the project.
 - ii. Provide conceptual layouts, alternatives evaluation and cost analysis (hereinafter referred to as "Conceptual Design Plans") to the County in PDF format for a maximum of fourteen (14) days review.

- iii. Upon completion of the Project, submit to the County the final accounting of all project costs and expenses incurred for apportioning the same among the Parties.
- b. Responsibilities of the County:
 - i. Participate in the selection of a design consultant.
 - ii. Complete review of the Conceptual Design Plans and provide any comments to the City within fourteen (14) days from the date the County receives such documents. Failure to respond within fourteen (14) days will cause the City to deem the documents approved by the County.
- 4. **Project Costs.** Under this Agreement, each Party shall equally split the costs of the project. The estimated costs of the Project are \$45,000.00 and estimated to be completed in 2019. The City will pay the costs up front and seek reimbursement from the County upon completion of the Project. If actual reimbursable costs or engineering costs exceed the estimated costs, reimbursement of the additional amount by the County is subject to approval and funding in accordance with County purchasing policies and procedures.
- 5. **Additional Insured.** The City and County shall be named as additional insured on all applicable certificates of insurance issued by the consultant for this Project.
- 6. **Indemnity.** The City shall include in contracts for design or survey a requirement that the consultant defend, indemnify and save the County and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the consultant and the performance of his or her contract.
- 7. **Duration and Termination of this Agreement.** The Parties hereto agree that this Agreement shall terminate upon the completion of the Project.
- 8. **Amendments.** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto and made effective on the day and year first above written.

Board of County Commissioners of
Johnson County, Kansas

City of Olathe, Kansas


Ed Eilert, Chairman

Michael Copeland, Mayor

Attest:

Attest:


Lynda Sader
Deputy County Clerk

Emily Vincent
City Clerk

Approved as to form:

Approved as to form:


Robert A. Ford
Assistant County Counselor

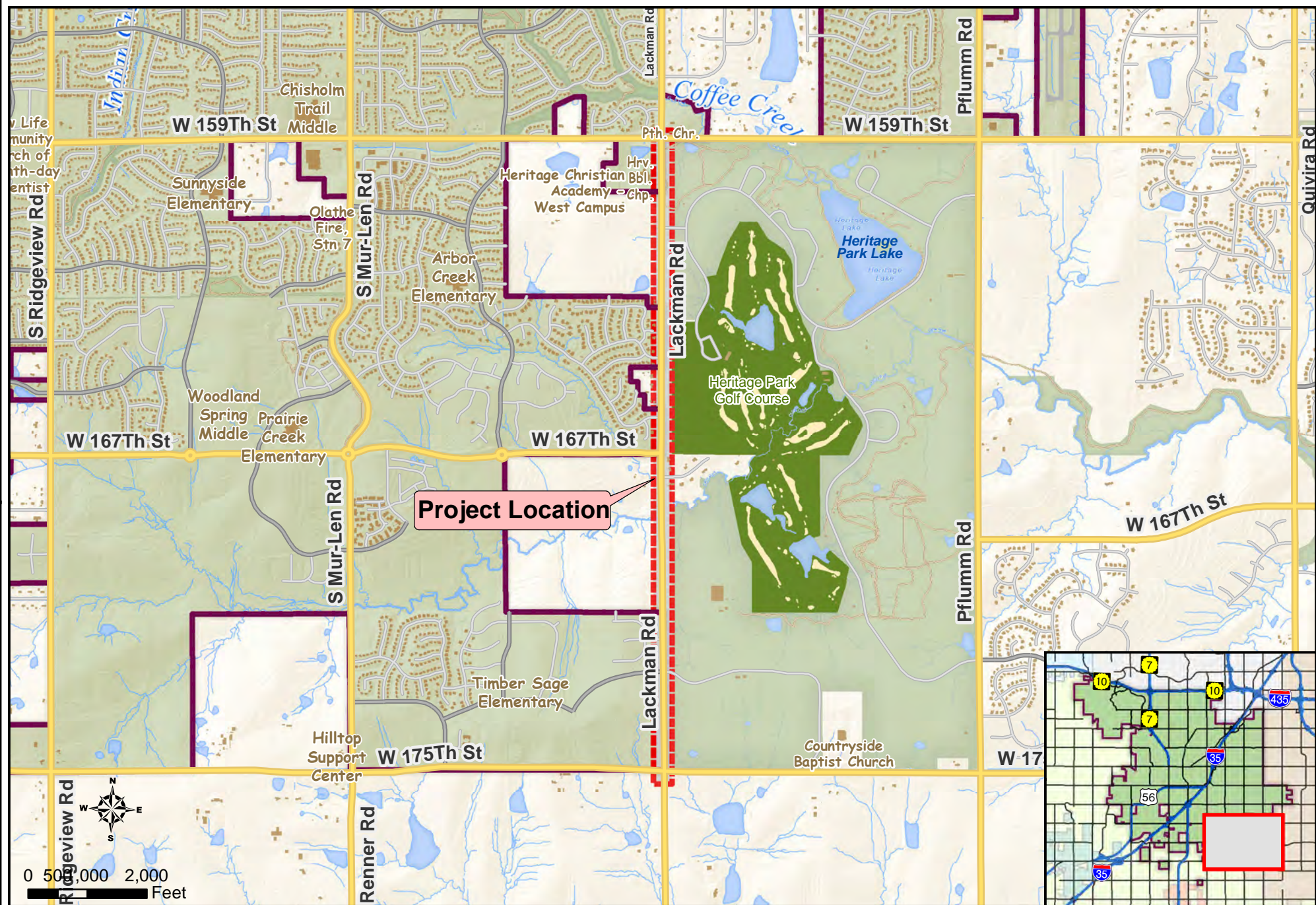
Ron Shaver
City Attorney

Approved 70

FILED

MAR - 7 2019

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS



Black Bob (Lackman) Road, 159th to 175th, Improvements Project

PN 3-C-065-18

Project Location Map



User: jaredmd
Date: 04/10/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with Johnson County to fund construction of the 175th and Lone Elm Traffic Signal Improvements Project, PN 3-TS-003-19.

ITEM DESCRIPTION:

Consideration of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for funding the construction of the 175th and Lone Elm Traffic Signal Improvements Project, PN 3-TS-003-19.

SUMMARY:

This project will install a traffic signal at the intersection of 175th Street and Lone Elm Road. This is a new signal and meets traffic signal warrants due to traffic volumes and crash history. The project includes the installation of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment, and geometric improvements.

This Agreement defines the responsibility of both the City of Olathe and Johnson County in connection with the construction of the 175th and Lone Elm Traffic Signal Improvements Project. Under this agreement, Johnson County will pay 50% of the actual cost of construction.

The estimated total cost of the project is \$1,200,000. This includes design, staff time, construction and construction inspection. It is anticipated that Johnson County's share of the cost will be \$450,000, and the City of Olathe's share of the cost will be \$750,000.

Design for the 175th and Lone Elm Traffic Signal Improvements Project is scheduled to begin in Summer 2019 and tentatively scheduled for construction in 2020.

FINANCIAL IMPACT:

Funding for the 175th and Lone Elm Traffic Signal Improvements Project includes:

Johnson County	\$ 450,000
2019 Traffic Signal Project (GO Bonds)	\$ 200,000
<u>2020 Traffic Signal Project (GO Bonds)</u>	<u>\$ 550,000</u>
Total	\$1,200,000

ACTION NEEDED:

Approval of Agreement between the City of Olathe, Kansas and Board of County Commissioners of Johnson County, Kansas, for funding the construction of the 175th and Lone Elm Traffic Signal Improvements Project, PN 3-TS-003-19.

ATTACHMENT(S):

MEETING DATE: 4/16/2019

A: Agreement

B: Project Fact Sheet

C: Project Location Map

**Agreement between Johnson County, Kansas
and the City of Olathe, Kansas
for Design and Construction of
Intersection improvements and Traffic Signals for the
175th Street and Lone Elm Road Intersection**

THIS AGREEMENT is made and entered into this 7th day of March, 2019, by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Olathe, Kansas ("City"), hereinafter Board and City may be referred to singularly as the "Party" and collectively as the "Parties".

Recitals

WHEREAS, the City has decided that the intersection of 175th Street and Lone Elm Road is in need of improvement and installation of a traffic signals and has requested Johnson County Public Works Department ("JCPW") participate in funding of the construction (the "Project"); and

WHEREAS, the Project straddles the boundary between the corporate boundary of the City and the unincorporated area of Johnson County, Kansas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the Parties agree as follows:

Agreement

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of facilitating the completion of the Project to assure a more adequate, safe, and integrated roadway network in Johnson County, Kansas.
2. **Description of the Project Scope.** The Project shall consist of design and construction of intersection improvements and traffic signal installation.
3. **Administration of the Project:** The City shall be responsible for administering the Project.
 - a. Responsibilities of City:
 - i. Coordinate with JCPW for the selection of a consultant and contractor if the Project is designed and/or constructed by a design professional other than City staff.

- ii. Provide preliminary construction documents (at approximately 30% complete, hereinafter referred to as “Preliminary Design Plans”) and draft final construction documents (at approximately 95% complete, hereinafter referred to as “Draft Final”) to JCPW in PDF format for a maximum of fourteen (14) days review. Final construction documents (at 100% complete, hereinafter referred to as “Final”) to JCPW in PDF format for a maximum of seven (7) days review.
 - iii. Upon completion of the Project, submit to JCPW the final accounting of all Project costs and expenses incurred for apportioning the same among the Parties.
 - b. Responsibilities of JCPW:
 - i. Participate in the selection of a design consultant and contractor if the Project is not designed and/or constructed by City staff.
 - ii. Complete review of the Preliminary Design Plans, Draft Final and Final construction documents for the Project and provide any comments to the City within fourteen (14) days from the date JCPW receives such documents. Failure to respond within fourteen (14) days will cause the City to deem the documents approved by JCPW.
4. **Project Costs.** Costs shall be broken out as follows:
- a. The actual costs of the construction of the Project shall be split equally between the Parties. The estimated costs of the construction of the Project are \$900,000 and the Project is expected to be completed in 2020. The City will pay the costs up front and seek reimbursement from the JCPW upon completion of the Project.
 - b. All other project costs including but not limited to design and construction inspection will be 100% paid for by the City. The estimated design and construction inspection is estimated to be \$175,000.
5. **Maintenance.** The City agrees to operate and maintain the traffic signal installation following the completion of the Project.
6. The City and County shall be named as additional insured on all applicable certificates of insurance issued by the consultant and contractor for this Project.

7. The City shall include in contracts for survey and construction a requirement that the consultant and contractor defend, indemnify and save County and City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the consultant and contractor and the performance of their contract.
8. **Duration and Termination of this Agreement.**
- a. The Parties hereto agree that this Agreement shall terminate upon the completion of the Project.
 - b. Either Party may terminate this agreement if the construction contract for the Project has not awarded by January 1, 2021.
 - c. Either Party may terminate this agreement if the City annexes 50% or more of the land adjacent to the Project.
9. **Amendments.** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto and made effective on the day and year first above written.

Board of County Commissioners of
Johnson County, Kansas

City of Olathe, Kansas



Ed Eilert, Chairman



Michael Copeland, Mayor

Attest:

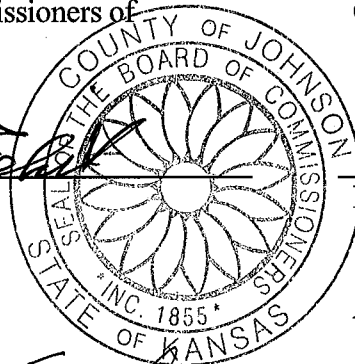
Attest:



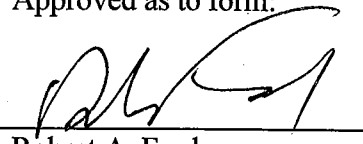
Lynda Sader
Deputy County Clerk



Emily Vincent
City Clerk



Approved as to form:



Robert A. Ford
Assistant County Counselor

Approved as to form:

Ron Shaver
City Attorney

Approved 7-0

FILED

MAR - 7 2019

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS



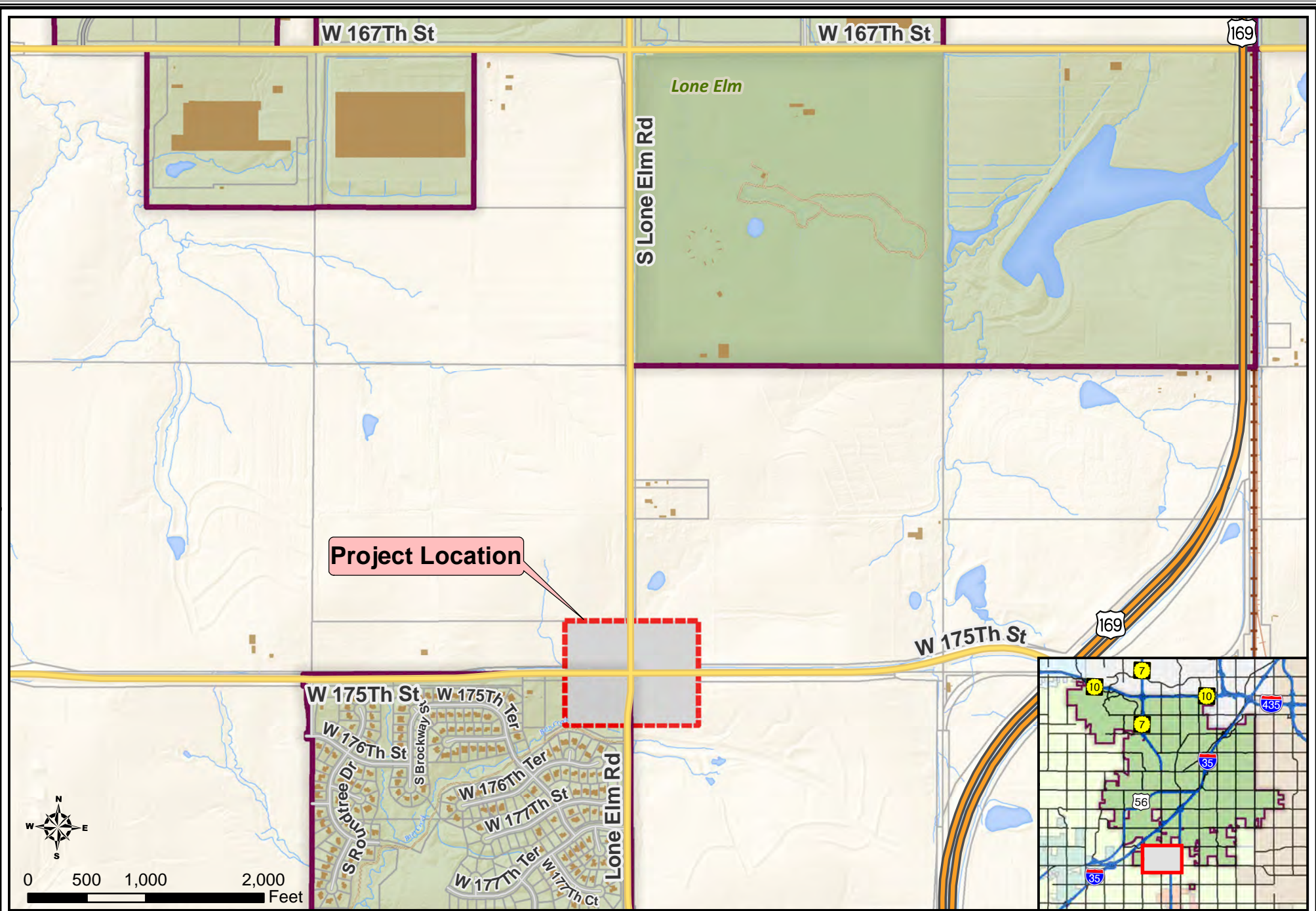
Project Fact Sheet
175th and Lone Elm Traffic Signal
3-TS-003-19
April 16, 2019

Project Manager: Beth Wright / Zach Baker

Description: This project will install a traffic signal at the intersection of 175th Street and Lone Elm Road. The project includes the installation of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment, and geometric improvements.

Justification: This is a new signal and meets traffic signal warrants due to traffic volumes and crash history.

Schedule:	Item	Date
Design:	Final Design	Fall 2019 – Estimate
	Utility Relocations	Winter 2019/2020 – Estimate
Construction:	Contract Award	Spring 2020 – Estimate
	Completion	Fall 2020 – Estimate
Council Actions:	Date	Amount
Project Authorization (2019 Traffic Signals Project)	1/22/2019	\$620,000
Inter-Local Agreement	4/16/2019	\$450,000
Funding Sources:	Amount	CIP Year
Johnson County	\$450,000	2020
GO Bonds (2019 Traffic Signals Project)	\$200,000	2019
GO Bonds (2020 Traffic Signals Project)	\$550,000	2020
Expenditures:	Budget	Amount Olathe Spent to Date
Staff Costs	\$20,000	\$0
Construction	\$900,000	\$0
Design	\$130,000	\$0
Inspection	\$25,000	\$0
<u>Contingency</u>	<u>\$125,000</u>	<u>\$0</u>
Total	\$1,200,000	\$0



175th and Lone Elm Traffic Signal Improvements project

PN 3-TS-003-19

Project Location Map



User: jaredmd
Date: 04/10/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Easement Modification Agreement and Temporary Construction Easement conveyance to Westar to allow for the construction of the Santa Fe and Ridgeview Geometric Improvements project, PN 3-C-083-15.

ITEM DESCRIPTION:

Consideration of an easement conveyance from the City of Olathe to Westar Energy, Inc. for the Santa Fe Street and Ridgeview Road Geometric Improvements Project, PN 3-C-083-15.

SUMMARY:

This project will include the construction of a designated right turn lane and an additional thru lane for southbound traffic, an additional left turn lane, and additional thru lane and a designated right turn lane for eastbound traffic, an additional left turn lane, an additional thru lane and a designated right turn lane for northbound traffic along with an additional southbound lane on the south leg, an additional left turn lane and a third traveling lane on the east leg of the intersection. Also included will be median modifications to allow for increased storage in the left turn lanes on all legs of the intersection. As part of this project there will also be a 2" mill and overlay on Santa Fe between I-35 and Kansas City Road. This portion of the work will be paid from the 2020 Street Preservation Program.

This project requires Westar Energy, Inc. (Westar) to relocate their existing overhead lines. These lines are currently located along the north side of Santa Fe throughout the corridor. The lines will need to be relocated further to the north. Westar has purchased easements from each property owner along the corridor and had purchased an easement from the prior property owner before the parcel was acquired by the City.

The Easement Modification Agreement adjusts the existing easement on the parcel to allow for the improvements and the Temporary Construction Easement allows Westar to access the property and complete the relocation. Dedication of these easements are necessary before Westar can begin the relocation work.

This project is currently in the design and land acquisition phase. Utility relocations for the project are ongoing and construction is tentatively scheduled to begin in the Spring 2020.

FINANCIAL IMPACT:

Funding for the Santa Fe Street and Ridgeview Road Geometric Improvements project, as approved in the 2019 Capital Improvement Plan, includes:

GO Bonds

\$ 8,180,000

MEETING DATE: 4/16/2019

CARS
Total

\$ 2,000,000
\$10,180,000

ACTION NEEDED:

Approval of an easement conveyance from the City of Olathe to Westar Energy, Inc. for the Santa Fe Street and Ridgeview Road Geometric Improvements Project, PN 3-C-083-15.

ATTACHMENT(S):

- A: Easement Modification Agreement
- B: Temporary Construction Easement
- C: Project Fact Sheet
- D: Project Location Map

SE/4 S25, T13S, R23E

EASEMENT MODIFICATION AGREEMENT

This agreement hereby modifies and amends the following easement recorded in Johnson County, Kansas:

1. **The easement dated September 7, 2017, recorded at Book 201709, Page 007105, as DOC.# 20170922-0007105;**

(which is incorporated herein and referred to as the “Permanent Easement”), only with regard to Grantor Real Property (defined below) expressly identified in this Agreement to be modified. This agreement and its contents shall not in any way modify, amend, vacate or affect the Permanent Easement on other property.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Olathe, Kansas, a municipal corporation**, (“Grantor”) and **WESTAR ENERGY, INC., a Kansas corporation**, its successors, assigns and lessees, (“Grantee”) do hereby modify and amend the terms and conditions of the Permanent Easement in, along, under, across, and over only the real property owned by Grantor upon which is located the Right of Way (defined below), such real property referred to as “Grantor Real Property” and described as:

Beginning at a point 280 feet West of the Southeast corner of the Southeast 1/4 of Section 25, Township 13, Range 23, in the City of Olathe, Johnson County, Kansas; thence North 230 feet; thence West 150 feet; thence South 230 feet; thence East 150 feet to the point of beginning, EXCEPT the South 30 feet thereof and EXCEPT that part condemned for street right-of-way in District Court Case No. 49407.

The parties ratify the Permanent Easement and agree, acknowledge and consent to its modification and amendment pursuant to this Agreement, and Grantor otherwise grants, conveys and warrants unto Grantee, on the Grantor Real Property, as follows:

Grantor does hereby grant, convey and warrant unto Grantee the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This agreement shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

Grantor and Grantee, and their respective heirs, successors, assigns and lessees, agree and warrant that the property rights Grantee acquired on the Grantor Real Property from Grantor or its predecessors by virtue of the Permanent Easement shall hereafter be comprised of those rights specifically described in this Agreement as to the Grantor Real Property. Further, nothing contained within this Agreement shall serve to modify, amend, vacate or otherwise affect any term, condition, nature, extent or other characteristic of any easement or other right acquired through

agreement or eminent domain action as to any person or location other than the Grantor, their heirs, successors and assigns, on the Grantor Real Property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

WITNESS the hand of the Grantor this ____ day of _____, 20____.

**CITY OF OLATHE, KANSAS,
a municipal corporation**

Michael E. Copeland
Mayor

ATTEST:

(SEAL)

Emily K. Vincent
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael E. Copeland, Mayor of the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the state of Kansas, and Emily K. Vincent, City Clerk of said City**, who are personally known to me to be the same persons who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

My Appointment Expires:

EXHIBIT "A"
SHEET 1 OF 2

PERMANENT EASEMENT DESCRIPTION

A tract of land located in the Southeast Quarter of Section 25, Township 13 South, Range 23 East of the 6th P.M., in Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of Section 25; thence S87°35'48"W along the South line of said Southeast 1/4 a distance of 279.95 feet; thence N02°24'12"W perpendicular to the last course, a distance of 52.16 feet, to a point on the East property line, also the Point of Beginning; thence S87°35'48"W, a distance of 150.00 feet to a point on the West property line; thence N02°09'44"W along said West property line a distance of 13.34 feet; thence N87°35'48"E leaving said West property line a distance of 150.00 feet to a point on said East property line; thence S02°09'44"E along said East property line a distance of 13.34 feet to the POINT OF BEGINNING.

Containing 2000.42 square feet or 0.05 acres of land more or less



3-11-2019



**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE			
TIMBERLANE TO SOUTHTOWN			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:
DEN	WEK	WEK	JOHNSON
REV.	DESCRIPTION		BY DATE

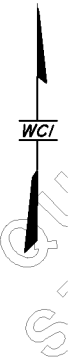
PROJECT NO. 17-074	DATE 3/11/2019
17074-JOD008(B)-RW THE CITY OF OLATHE, KANSAS	

EXHIBIT "A"

SHEET 2 OF 2

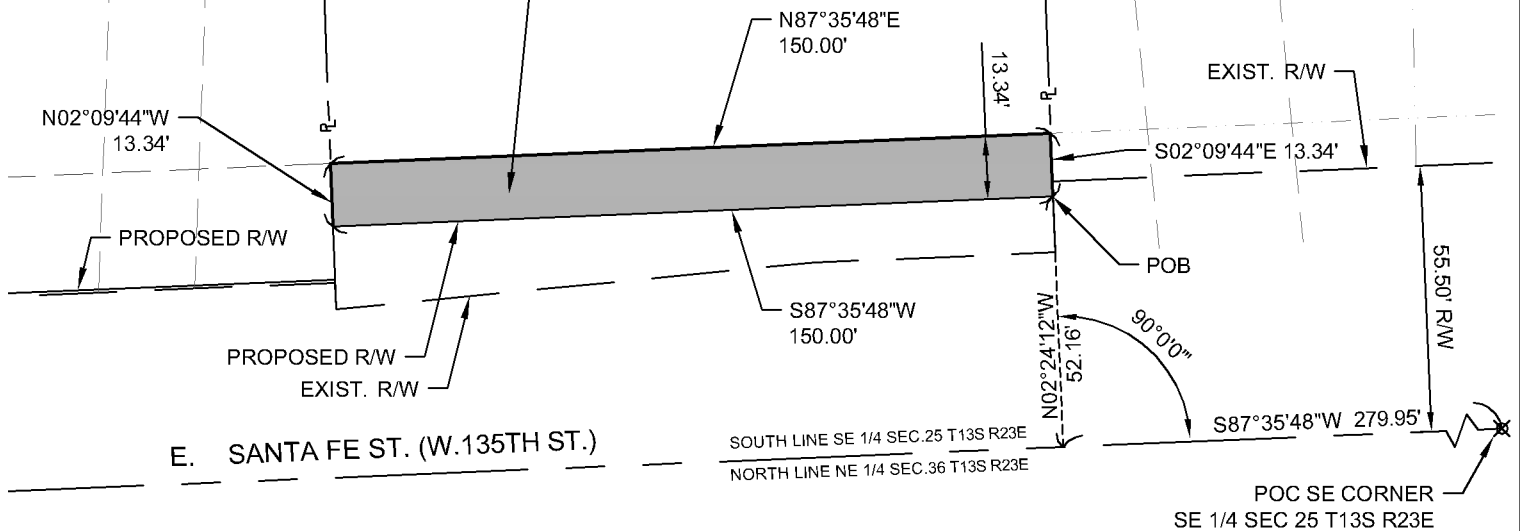
LEGEND

- PERMANENT EASEMENT AREA
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PROPERTY LINE — P —
- EASEMENT LINE



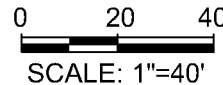
17074-JOD008(B)-RW
THE CITY OF OLATHE, KS
CASE NO. 18-CV-04590
SE 1/4 SEC 25 T13S R23E

PERMANENT EASEMENT AREA



EASEMENT AREA = 0.05 ACRES± (2000.42 SQ. FT.)

This exhibit does not represent a property boundary survey.
It is intended for visual purposes only.



WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE TIMBERLANE TO SOUTHTOWN			
DRAWN BY: DEN	CHECKED BY: WEK	APPROVED BY: WEK	COUNTY: JOHNSON
REV.	DESCRIPTION		BY DATE

PROJECT NO. 17-074	DATE 3/11/2019
17074-JOD008(B)-RW THE CITY OF OLATHE, KANSAS	

SE/4 S25, T13S, R23E

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, **The City of Olathe, Kansas, a municipal corporation**, hereinafter referred to as Grantor, does hereby grant to **WESTAR ENERGY, INC., a Kansas corporation**, hereinafter referred to as Grantee, a temporary construction easement for the reconstruction of electric distribution line over the following described property located in Johnson County, Kansas, to wit:

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Thirteen (13) South, Range Twenty-three (23) East of the 6th P.M., Johnson County, Kansas, as shown in Exhibit "A" attached hereto, and made part of this instrument by reference.

Said temporary construction easement shall be for the period from March 1, 2019 to December 31, 2019, or when construction is complete, whichever comes first.

Grantee shall have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on said temporary construction easement. All such Woody Vegetation shall be removed by the Grantee unless otherwise agreed to by Grantor.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the construction of said electric distribution line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs, successors, or assigns, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally blank, signature pages follow.]

WITNESS the hand of the Grantor this _____ day of _____, 20____.

**CITY OF OLATHE, KANSAS,
a municipal corporation**

Michael E. Copeland
Mayor

ATTEST:

(SEAL)

Emily K. Vincent
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael E. Copeland, Mayor of the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the state of Kansas, and Emily K. Vincent, City Clerk of said City**, who are personally known to me to be the same persons who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

My Appointment Expires:

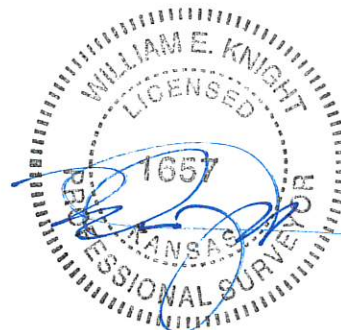
EXHIBIT "A"
SHEET 1 OF 2

TEMPORARY EASEMENT DESCRIPTION

A tract of land located in the Southeast Quarter of Section 25, Township 13 South, Range 23 East of the 6th P.M., in Johnson County, Kansas described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of Section 25; thence S87°35'48"W along the South line of said Southeast 1/4 a distance of 279.90 feet; thence N02°24'12"W perpendicular to the last course, a distance of 65.50 feet, to a point on the East property line, also the Point of Beginning; thence S87°35'48"W along the North line of a permanent easement, a distance of 150.00 feet to a point on the West property line; thence N02°09'44"W along said West property line a distance of 10.00 feet; thence N87°35'48"E leaving said West property line a distance of 150.00 feet to a point on said East property line; thence S02°09'44"E along said East property line a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 1,500.00 square feet or 0.034 acres of land more or less



3-12-2019

**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE

TIMBERLANE TO SOUTHTOWN

DRAWN BY:

DEN

CHECKED BY:

WEK

APPROVED BY:

WEK

COUNTY:

JOHNSON

REV.

DESCRIPTION

BY

DATE

PROJECT NO. 17-074

DATE 3/12/2019

17074-JOD008.4(B)-TE
THE CITY OF OLATHE, KANSAS

 **Westar Energy**

EXHIBIT "A" SHEET 2 OF 2

LEGEND

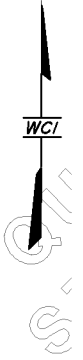
TEMPORARY EASEMENT AREA

POB - POINT OF BEGINNING

POC - POINT OF COMMENCEMENT

PROPERTY LINE

EASEMENT LINE



17074-JOD008.4(B)-TE
THE CITY OF OLATHE, KS
CASE NO. 18-CV-04590
SE 1/4 SEC 25 T13S R23E

TEMPORARY EASEMENT AREA

PERMANENT EASEMENT AREA

N02°09'44"W
10.00'

N87°35'48"E
150.00'

EXIST. R/W

S02°09'44"E 10.00'

PROPOSED R/W

PROPOSED R/W

EXIST. R/W

S87°35'48"W
150.00'

POB

N02°24'12"W
65.50'

55.50' R/W

E. SANTA FE ST. (W.135TH ST.)

SOUTH LINE SE 1/4 SEC.25 T13S R23E
NORTH LINE NE 1/4 SEC.36 T13S R23E

S87°35'48"W 279.90'

POC SE CORNER
SE 1/4 SEC 25 T13S R23E

EASEMENT AREA = 0.034 ACRES± (1,500.00 SQ. FT.)

This exhibit does not represent a property boundary survey.
It is intended for visual purposes only.

0 20 40
SCALE: 1"=40'



**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

PROJECT TITLE TIMBERLANE TO SOUTHTOWN			
DRAWN BY: DEN	CHECKED BY: WEK	APPROVED BY: WEK	COUNTY: JOHNSON
REV.	DESCRIPTION		BY DATE

PROJECT NO. 17-074	DATE 3/12/2019
17074-JOD008.4(B)-TE THE CITY OF OLATHE, KANSAS	

M:\ISGR\17-300-008-002_Disciplines\Survey\Drawings\LO-0008-RC-RENTALS-GBA-ROW.dwg By: Netter, David E. Plot Date: 3/12/2019 9:54 AM



Project Fact Sheet
Santa Fe & Ridgeview Geometric Improvements
Project
3-C-083-15
April 16, 2019

Project Manager: Beth Wright / Therese Vink

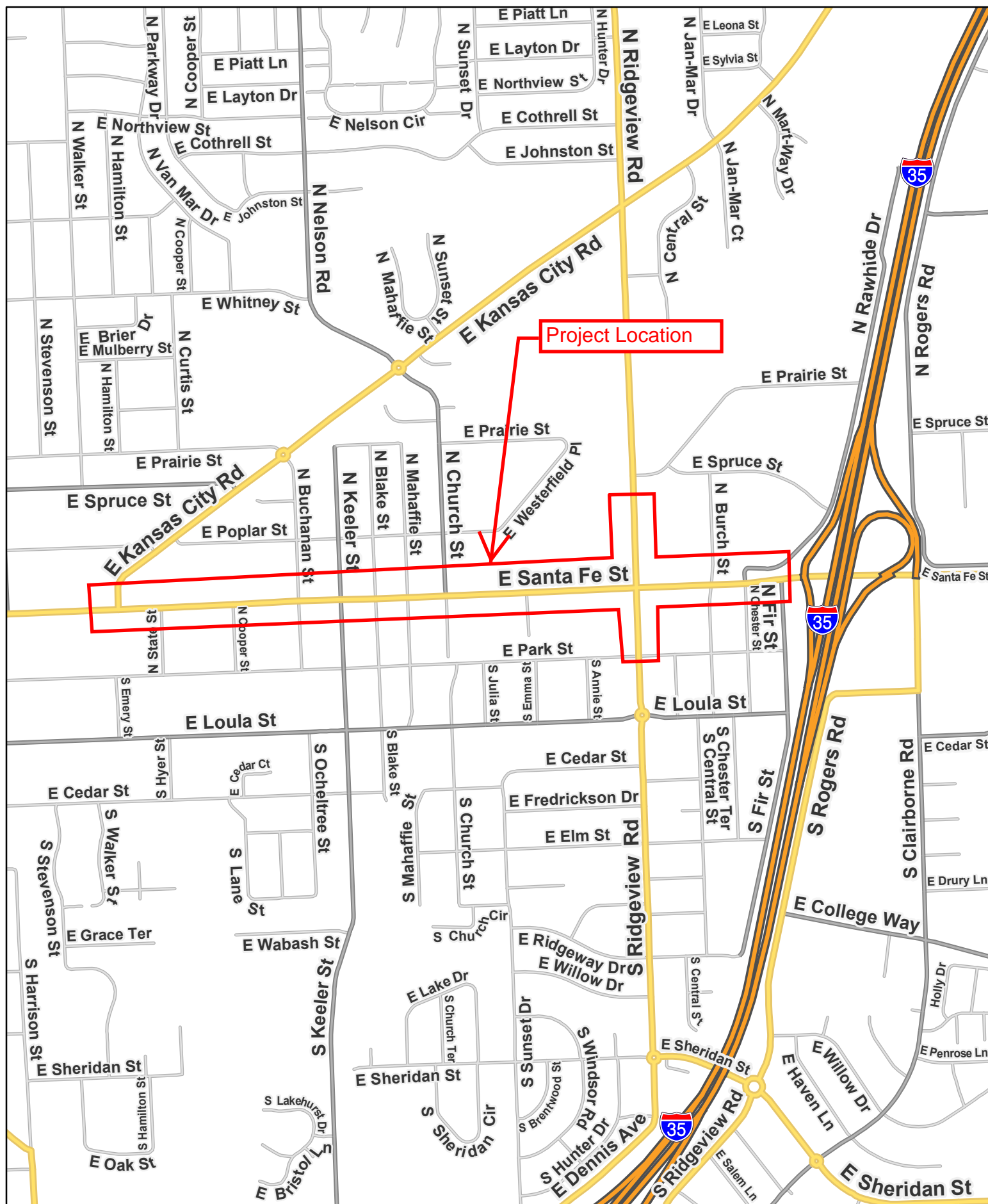
Description: This project will include the construction of a designated right turn lane and an additional thru lane for southbound traffic, an additional left turn lane, and additional thru lane and a designated right turn lane for eastbound traffic, an additional left turn lane, an additional thru lane and a designated right turn lane for northbound traffic along with an additional southbound lane on the south leg, an additional left turn lane and a third traveling lane on the east leg of the intersection. Also included will be median modifications to allow for increased storage in the left turn lanes on all legs of the intersection.

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

Comments: This project will also include the Arterial Mill and Overlay of Santa Fe from I-35 to Kansas City Road. This portion of the project will be paid for by the 2020 Street Preservation Program.

Schedule:	Item	Date
Design:	RFQ	05/02/2016
	Consultant Selection	08/02/2016
	Land Acquisition	05/01/2019 – Estimate
	Utility Relocation	12/31/2019 – Estimate
Council Actions:	Date	Amount
Project Authorization	03/15/2016	\$4,846,000
PSA with GBA	08/02/2016	\$386,928
Supp. No. 2 with GBA	05/15/2018	\$321,632
Authorization	11/06/2018	\$10,180,000
CARS Agreement	02/05/2019	\$2,918,000
Westar Easements	04/16/2019	N/A
Funding Sources:	Amount	CIP Year
GO Bonds	\$7,832,000	2021
CARS	\$2,000,000	2020
Expenditures:	Budget	Amount to Date
Design	\$650,000	\$611,977
Land Acquisition	\$2,962,500	\$2,622,615
Staff	\$75,000	\$17,075
Utilities	\$687,500	\$0
Construction	\$5,000,000	\$0
Inspection	\$100,000	\$0

Contingency	\$705,000	\$20,144
Total	\$10,180,000	\$3,271,811





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works & Legal

STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver

SUBJECT: Authorization of a survey for eminent domain for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1030 authorizing a survey and description of land or interest to be condemned for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18

SUMMARY:

Project No. 3-C-071-18 was created by Resolution No. 18-1032 on March 20, 2018 and re-authorized by Resolution No. 18-1048 on May 1, 2018.

This is a joint project between the City of Olathe and the City of Overland Park. This project will construct right-turn lanes and dual left-turn lanes for all legs of the intersection. The design and construction of the project will be administered by the City of Olathe. Attachment A is a map of the project area.

Right-of-way and/or easements need to be acquired on 3 tracts of land in Olathe for the project and 2 tracts have been acquired to date.

This resolution is the first step in the eminent domain process (Attachment B).

To keep the project on schedule, land acquisition needs to be completed by May 31, 2019. Staff is continuing to negotiate with the property owners to try to reach agreements to acquire the property before using the eminent domain process.

FINANCIAL IMPACT:

Funding for the 119th and Pflumm Geometric Improvements Project includes:

GO Bonds	\$1,625,750
<u>City of Overland Park</u>	<u>\$1,325,750</u>
TOTAL	\$2,951,500

ACTION NEEDED:

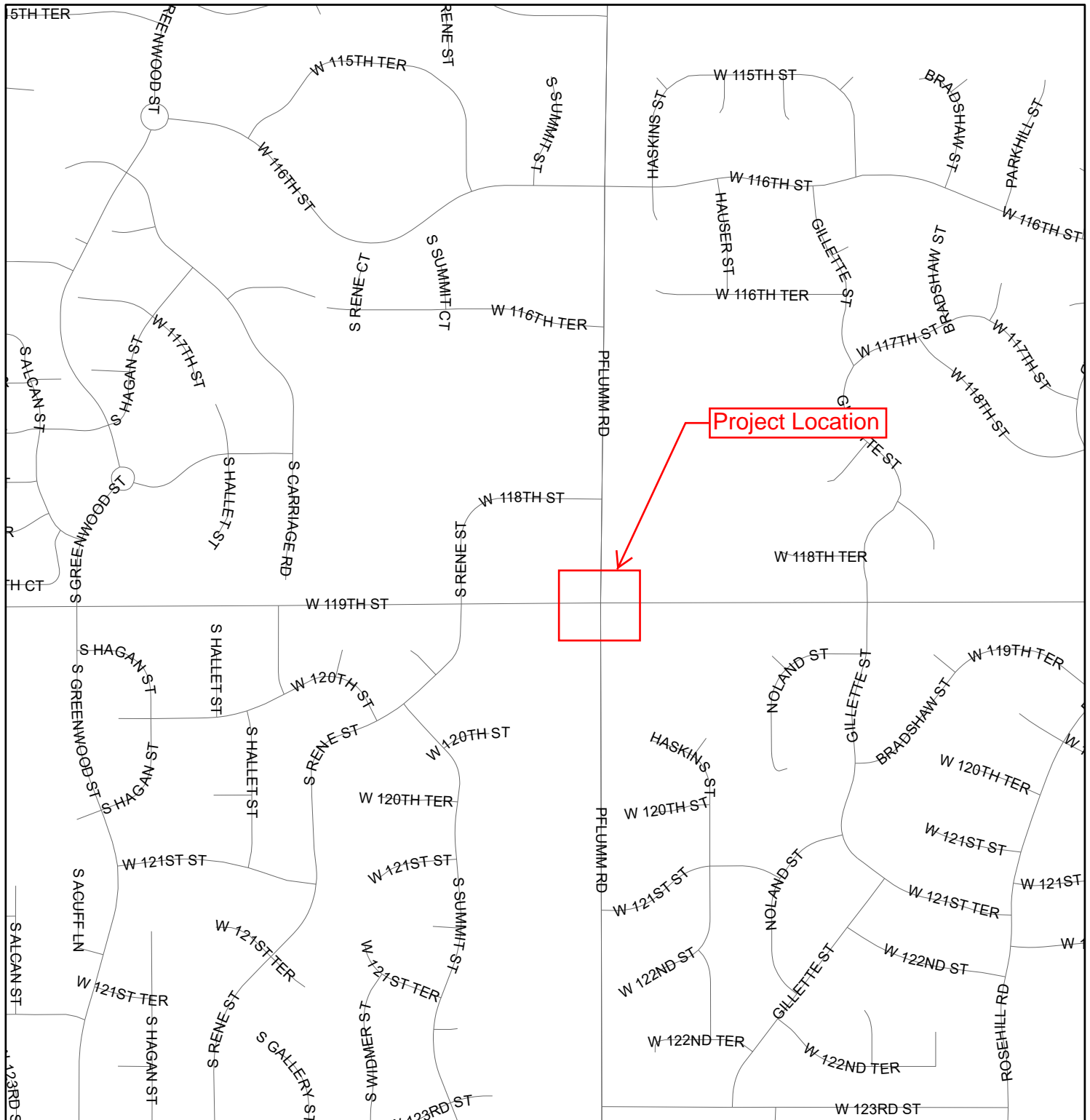
Approve Resolution No. 19-1030 authorizing a survey and description of land or interest to be condemned for the 119th and Pflumm Geometric Improvements Project, PN 3-071-18.

ATTACHMENT(S):

A: Project Location Map

B: Eminent Domain Resolution

119th and Pflumm Geometric Improvements Project PN 3-C-071-18 Project Location Map



RESOLUTION NO. 19-1030

A RESOLUTION DECLARING IT NECESSARY TO ACQUIRE PRIVATE PROPERTY IN THE CITY OF OLATHE, KANSAS FOR THE PURPOSE OF WIDENING, CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE 119TH AND PFLUMM GEOMETRIC IMPROVEMENTS PROJECT, PN 3-C-071-18, AND FURTHER DIRECTING THE CITY ENGINEER OR DESIGNEE TO CAUSE A SURVEY TO BE MADE OF THE LAND NEEDED FOR SUCH IMPROVEMENT.

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

SECTION ONE: It is necessary to acquire by appropriation and proceedings in Eminent Domain, street right-of-way and temporary construction easements in the City of Olathe, Kansas for widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18. The City Engineer or designee is hereby directed and instructed to prepare and make a survey of the land necessary for such purpose and to prepare a certificate showing the results of such survey over her signature and to cause the same to be filed in the Office of the City Clerk of the City of Olathe, Kansas. Said report shall also contain a description of the land which is necessary for such purposes.

SECTION TWO: After the filing of said survey and report by the City Engineer or designee, the City Attorney of the City of Olathe, Kansas shall cause a proper ordinance to be prepared and submitted to the Governing Body for consideration, providing for the acquisition of private property in the City of Olathe by appropriate proceedings in Eminent Domain.

SECTION THREE: The City Clerk shall cause this Resolution to be published once in the official City newspaper.

ADOPTED by the Governing Body this 16th day of April, 2019.

SIGNED by the Mayor this 16th day of April, 2019.

Michael E. Copeland
Mayor

ATTEST:

Emily K. Vincent
City Clerk

(Seal)

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

Publish one time and return one Proof of Publication to the City Clerk, one to Public Works, and one to the City Attorney.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Contract with Affinis Corp. for design of the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Affinis Corp. for design of the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

SUMMARY:

This project is in place to address street and structure flooding that occurs in the vicinity of the intersection of S. Keeler Street and S. Keeler Terrace.

The project includes replacement of existing corrugated metal pipe (CMP) culverts with larger concrete culverts, reconstruction of street pavement, channel improvements, storm sewer improvements, and the elimination of the flood risk for two (2) businesses identified within the 100-year floodplain through project improvements. This is the second of six identified neighborhood flood control projects located outside the FEMA regulated floodplain.

A Request for Qualifications for this project was issued on January 4, 2019. Two (2) firms responded to this request, and Affinis Corp. (Affinis) was selected based on the submitted qualifications. The proposed agreement with Affinis includes survey of existing conditions, utility coordination, cost estimates, hydraulic modeling, permitting, development of construction plans in accordance with Olathe specifications, assistance with bidding of project for construction, and assistance as needed throughout construction. The total cost of this agreement is \$244,540.

The project is scheduled to begin design in Spring 2019, with construction tentatively scheduled to begin in Summer 2020.

FINANCIAL IMPACT:

Funding for the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

Olathe Stormwater Fund	\$1,184,430
<u>Johnson County SMAC Program</u>	<u>\$1,350,570</u>
Total	\$2,535,000

ACTION NEEDED:

Approval of a Professional Services Agreement with Affinis Corp. for design of the Upper Cedar

MEETING DATE: 4/16/2019

Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

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 Affinis Corp., hereinafter "Consultant" (collectively, the "Parties").

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

Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project
Project No. 2-C-013-19

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 Two Hundred Forty-Four Thousand Five Hundred Forty (\$244,540), 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.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Eight Thousand Seven Hundred Forty (\$8,740) 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 December 31, 2020.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review

submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.

4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.
6. Permits and Right-of-Way: These services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per

the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.

3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.
5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

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

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the

construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.

2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical

E. 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: Kristen Leathers-Gratton, P.E. 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. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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: Nate Baldwin, P.E.
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Affinis Corp
Attn: Kristen Leathers-Gratton, P.E.
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, KS 66210

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will

proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all

loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the

Kansas Human Rights Commission ("commission");

- c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.
2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person,

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

M. COMPLIANCE WITH LAWS

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

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 2019.

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

AFFINIS CORP.

By: 

Kristen Leathers-Gratton
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, KS 66210

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OF EXHIBITS**

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Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

This project will consist of the design of stormwater infrastructure, culvert design, and channel improvements of the Cedar Creek tributary in the vicinity of S. Keeler Street and S. Keeler Terrace in Olathe, KS.

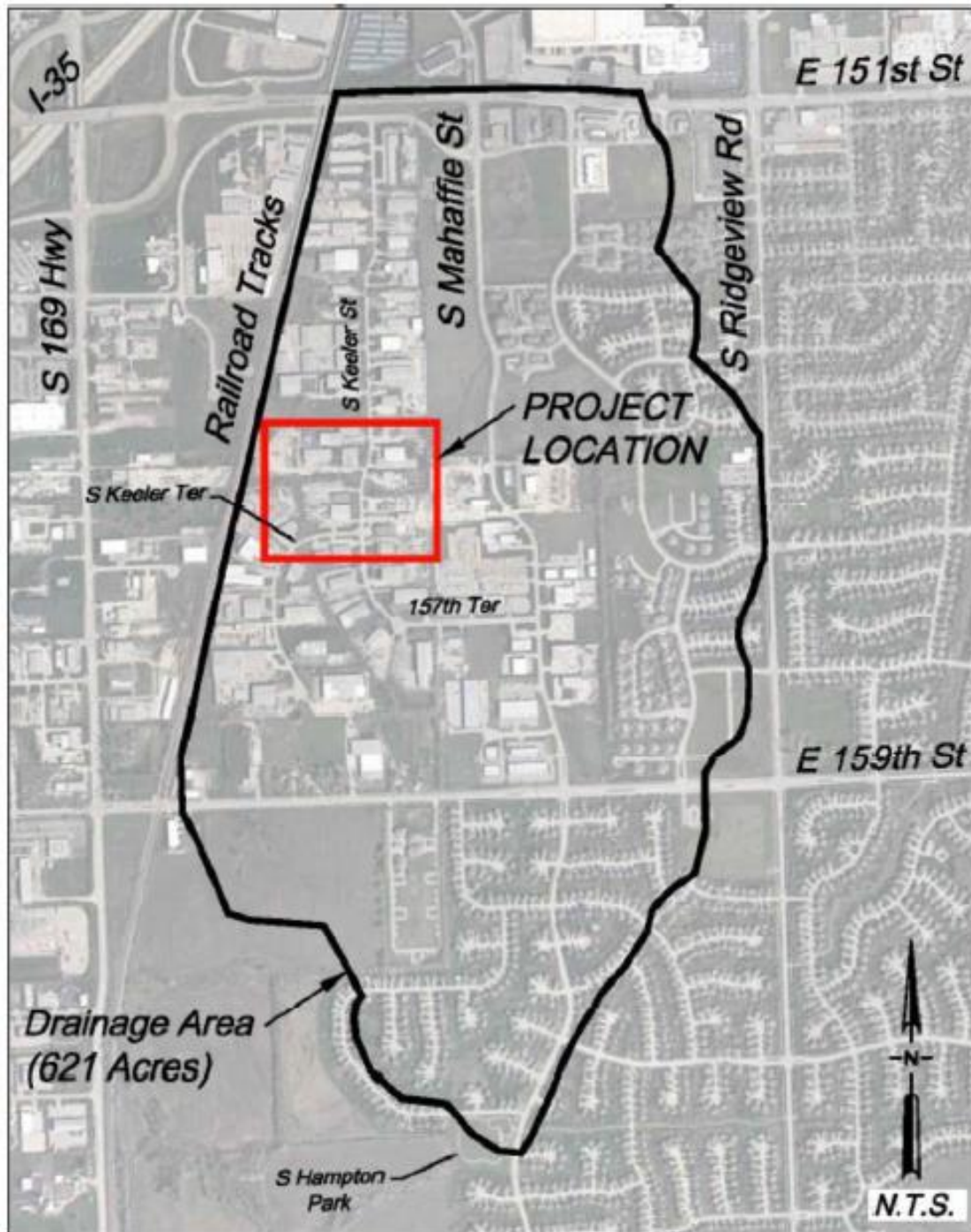


EXHIBIT B
Scope of Services

Exhibit B: Basic Scope of Services
Upper Cedar Creek (169 Highway to Mahaffie) Stormwater Improvements

I. Introduction

The basic scope of services (“scope”) for this project, identified as Exhibit A, for the Upper Cedar Creek (169 Highway to Mahaffie) Stormwater Improvements (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services.

The project includes the following general improvements:

- Replace existing corrugated metal pipe (CMP) culverts on South Keeler Terrace and South Keeler Street. The Preliminary Engineering Study (PES) completed for the project in February 2015 identifies Improvement Alternative 2 as the recommended alternative. A general overview of the alternative is described in Section II.D.2 and on Figure A.2 in the PES. The following options within Alternative 2 will be evaluated:
 - Additional detention on city owned property upstream of South Keeler Street
 - Channel improvements between the city owned detention basin and South Keeler Street including:
 - Cleaning by city forces
 - Widening
 - Regrading
 - TRM with native vegetation
 - Culvert replacement options at South Keeler Street and South Keeler Terrace including:
 - Precast RCBs
 - Conservation channel RCB
 - Single-cell precast arch structure

The work tasks will be performed by Affinis Corp (“Consultant”) for the City of Olathe, Kansas.

II. General Design Requirements

The Consultant shall furnish and perform the various professional duties and services required for the construction of the project as outlined in this scope. All plan development stages shall be completed no later than the current project's schedule, exclusive of delays beyond the Consultant's control.

The Consultant shall design the project in conformity with the most current version of the following criteria:

- City's Design Criteria for Public Improvement Projects
- Johnson County stormwater management program (SMP) requirements.
- The current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the city.

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Rights-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

III. General Survey Requirements

Vertical Control: Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter section corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks: Any Johnson County benchmarks, Johnson County horizontal control monuments and any section corner and quarter section corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

IV. Basic Scope of Services

The scope associated with this project is broken out by phase, task, and sub-task, and is described in detail below. Within each phase, all tasks will be completed by the Consultant or by a subconsultant of the Consultant, unless otherwise noted.

Phase 1: Preliminary Design

This phase involves the data collection and analysis for the development of preliminary plans. The following tasks are associated with Phase 1: Preliminary Design.

Task 1.1: Project Management

- A. Project Management: This task involves project coordination through the entirety of the project (Phases 1-4) and includes the following elements:
 - 1. Project kickoff meeting
 - 2. Develop detailed design schedule for the entire project and discuss at the project kickoff meeting. Provide schedule updates at project progress communications. Include at least the following benchmarks in the schedule:
 - a. Survey complete.
 - b. Data collection complete.
 - c. Field Check plans complete.
 - d. Legal descriptions to city.
 - e. Stakeholder and property owner meetings.
 - f. Agency permit applications submitted.
 - g. Final plans submitted for review.

- h. Project ready for bid.
- 3. Prepare monthly invoices and regular project progress emails and submit them throughout the length of the project.
- 4. Internal project team progress meetings (10 meetings assumed).

Task 1.2: Data Collection

- A. Attend pre-design meeting.
- B. Develop design criteria for the project and prepare design memorandum to be reviewed and approved prior to development of preliminary plans.
- C. Schedule and coordinate project activities with city.
- D. Field data collection: Survey Data Collection – Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of pertinent PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. All survey data must be provided to city in digital format allowing insertion into AutoCad environment using standard field book format (PNEZD comma delimited).

It is assumed that private property access will be granted so that field survey data can be collected. The Consultant will be responsible for notifying private property owners about field survey activities. Specific survey work items included in this scope is as follows:

- 1. Establish horizontal and vertical control.
- 2. Establish land corners.
- 3. Field survey.
 - a. City owned detention area – around the concrete weir structure and along top of berm only.
 - b. Culvert crossings, including roadway at South Keeler Street and South Keeler Terrace (we have survey information from our 2014 PES, this additional survey information would be as needed)
 - c. Channel between city owned detention area and South Keeler Street.
 - d. Channel cross-sections upstream and downstream of South Keeler Street (assume 9 cross-sections).
 - e. Utility field locates.
- 4. Call in utility field locates.
- E. Ownership and abutting property information:
 - 1. Secure plats.
 - 2. Obtain ownership information. The Consultant shall obtain ownership information

from Johnson County's records. The Consultant will contract with a city approved title company for ownership information investigations and obtain a full ownership and encumbrance report. The costs associated with ownership information investigations shall be paid by the Consultant to the title company. Twelve (12) properties have been assumed for reports.

a. Provide spreadsheet related to ownership including:

- (1) Owner Name.
- (2) Address.
- (3) Site Address.
- (4) Easements.
- (5) Square Footage.

b. Title information will be provided in electronic format.

3. Collect record drawings on abutting projects.

F. Prepare base map at a scale of 1:20 showing both contours at 1-foot intervals and property.

G. Geotechnical Investigation – the Consultant shall contract with a city approved geotechnical subconsultant for subsurface investigations (i.e. soil properties and depth to bedrock) and foundation recommendations for the entire project. The costs associated with the work shall be paid by the Consultant to the geotechnical subconsultant. This cost shall be included in the total compensation fee as outlined in Exhibit C. Specific work tasks to be performed by the geotechnical subconsultant include:

1. Four (4) boring locations that extend down to bedrock or a depth of 15 feet, whichever comes first. One will be performed on each end of the existing culvert crossings.
2. Provide for any geological and geotechnical investigations to determine required culvert/bridge foundations in accordance with applicable requirements.
3. Provide a written report summarizing information found and make recommendations on what is needed for the project.

Task 1.3: Stormwater System Design

A. Review the preliminary stormwater system design and concepts from the PES for this project.

B. Update the storm system design prepared in the PES as necessary to fit the available survey data, minimize utility conflicts, and provide the desired capacity, evaluating the following specific design alternatives:

1. Increased peak flow reduction from the upstream city owned detention upstream of South Keeler Street.
2. Upstream channel widening at South Keeler Street to provide adequate channel capacity.
3. Culvert replacement options (up to 3 replacement alternatives will be evaluated) at both South Keeler Street and South Keeler Terrace.

- C. Using the HEC-RAS model from the 2015 PES (that includes the additional pipe conveyance at the railroad tracks), the following hydraulic analysis will be completed:
 - a. Channel analysis and design between the city owned detention area and South Keeler Street to increase channel capacity and culvert capacity at South Keeler Street. Additional HEC-RAS cross-sections will be added to the HEC-RAS model in this area.
 - b. At South Keeler Terrace, the existing culverts will be replaced with the proposed culverts, but no cross-sections in the existing HEC-RAS model will be modified.
 - c. Flood depth calculations (street and structure flooding evaluation).
 - d. Hydraulic grade line elevations for the 10-year and 100-year storm event.
- D. Identify utility conflicts associated with the proposed storm system improvements.
- E. Verify that the proposed stormwater system meets the design requirements of the Johnson County SMP and adequately addresses the stormwater flooding issues identified in the PES.

Task 1.4: Prepare Field Check Plans

- A. This task includes the preparation of field check plans that include the following plan elements:
 - 1. Cover sheet.
 - 2. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
 - 3. Typical sections.
 - 4. Plan and profile sheets:
 - a. Plan scale = 1:20.
 - b. Profile scale H = 1:20; V = 1:5.
 - c. Property lines and owner information.
 - d. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
 - e. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.
 - f. Low opening elevations of all existing structures in the project area.
 - 5. Grading Plans for swales, channels, any modifications to the city owned detention basin (Plan Scale 1:20).
 - 6. Cross sections for the roadways within the project area at 25-foot intervals, driveways, and swales/channels.
 - 7. Roadway profiles for South Keeler Street and South Keeler Terrace.
 - 8. Traffic control and detours for construction plan sheets, including evaluating and one (1) temporary access route from South Keeler Terrace during road closure. Attend one

meeting with the property owners along this access route.

9. Parking entrance modification plan and profile.
10. Erosion and sediment control plan sheets for the area disturbed by the project.
11. Sanitary sewer relocation plans – adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer relocation plans, submittal to city for review, and submittal of Kansas Department of Health and Environment Permit (if necessary).

- B. Preliminary Design Meetings: Two (2) Affinis staff will meet up to three (3) times with city staff in connection with the preliminary project design. Affinis will provide project progress reports at an interval acceptable to the city.
- C. Field Check Review Meeting: Two (2) Affinis staff will attend one (1) field check review meeting with the appropriate city staff at the project site to review the field check plans.
- D. Public Meetings: Prepare for and attend two (2) public/property owner meetings. The first to present preliminary plans and explain the project to property owners and businesses in the project area, and a second meeting to introduce the contractor before construction begins. Both will be at a time and place arranged for by the city. The city will prepare and send the meeting notifications to property owners.

Task 1.5: Preliminary Opinion of Probable Project Cost

- A. This task includes the development of a preliminary opinion of probable project cost. This cost will be itemized by unit of work, including right-of-way, easements, and contingency.

Task 1.6: Easement Documents

- A. Describe right-of-way and easements necessary to complete project.
 1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
 2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
 3. Prepare the city's easement documents/forms.
 4. Maps and sketches as follows:
 - a. Prepare tract maps (12 maps assumed).
 - b. Plan and profile pages showing all proposed takings.
 - c. Individual drawings of takings for each ownership, including:
 - d. Title block, including a graphical scale and north arrow.
 - e. Ownership boundaries and information.
 - f. Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
 - g. Existing rights-of-way and easements.

- h. Proposed takings identified with text and graphically.
 - i. Legend for taking type.
 - j. Legal description of all takings.
 - (1) Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for right-of-way or easement acquisition to the city. Up to twelve (12) properties are included in the scope.
 - (2) Revise legal descriptions, tract maps and/or easements prior to acquisition and construction as requested by the city. Assume two (2) of the tracts change ownership.
- B. Prior to land acquisition, Affinis will attend one (1) meeting with city land acquisition coordinator to review proposed land acquisition areas.
- C. Affinis shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the city. Affinis shall also stake the proposed detention basin and channel modifications, as requested by the city. Staking for up to twelve (12) properties has been included in the fee for the project. Additional staking shall be compensated as additional services as stipulated in Section V of this agreement.
- D. Individual Right-of-way and Easement Meeting: Following the field check review meeting, Affinis staff will attend one (1) meeting with the appropriate city staff and each property owner at the project site to identify easement and right-of-way locations. Twelve (12) individual property owner meetings are included in this scope. These will be scheduled by the city and attendance will be at the request of city.

Task 1.7: Permitting

- A. Prepare the necessary applications, exhibits, drawings, and specifications for the city's execution and submittal. Permit fees for the permits identified above shall be paid for by the Consultant and the fee amount shall be included in the total compensation fee as outlined in Exhibit C. Permit fee amounts are based on our understanding of the permits required on this project. Permit fee amounts do not include costs associated with mitigation measures as required by a specific permit. Permit submittals assumed are as follows:
- 1. City of Olathe – Right-of-way, Land Disturbance, and Floodplain Development Permits
 - 2. Kansas Department of Health and Environment – NPDES/NOI Construction Permit (if required)
 - 3. USACE – Nationwide 404 Permit

Task 1.8: Utility Coordination

- A. Following the completion of the field check plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.
- 1. Submit the preliminary plan information to utilities in the project area and coordination with utilities once the preliminary plan information has been reviewed.

This would include correspondence and phone conversations with utilities.

2. Tracking the progress of utility relocations and communicating this progress with the city.
3. Utility Coordination Meetings: Meet with utility companies to coordinate relocations during project design. Three (3) utility coordination meetings with Affinis staff are assumed in this task. This effort includes meeting preparation (including the necessary exhibits) and communication, attendance at meetings, and preparation and distribution of meeting minutes, as appropriate.

Phase 2: Final Design

Following the completion of the Phase 1 elements, the city review process, and the field check review (see Task 1.4), Phase 2 involves the preparation of final plans and a project manual. The following tasks are associated with Phase 2: Final Design.

Task 2.1: Project Office Check Plans

- A. Prepare office check plans, incorporating all field check comments from city staff. At a minimum, the office check plans shall include all information from the field check plans, which includes the following:
 1. Title sheet
 2. Typical sections
 3. Survey reference
 4. Plan and profile sheets
 - a. Plan scale: 1 inch = 20 feet
 - b. Profile scale: H: 1 inch = 20 feet; V: 1 inch = 5 feet
 5. Culvert/bridge structural design - including culvert/bridge layout and headwall/wingwall design details.
 6. Earthwork quantities, cross sections and entrance sections with existing and proposed grades
 7. Traffic control and construction phasing plan
 - a. The office check plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the manual on Uniform Traffic Control Devices. The traffic control plan requires submittal to city for review and approval prior to inclusion in the final plans.
 8. Pavement marking and signing
 9. Standard detail sheets as needed
 10. Miscellaneous detail sheets, non-standard details
 11. Summary of quantities listed as bid items
 12. Cross sections every 25 feet
 13. Additional plans and information as necessary to complete office check plans
 - a. The office check plan layout shall be in general conformance with city standards.

The Consultant shall design and detail all structures or improvements not covered by city standard detail sheets or detail sheets provided by the supplier.

- B. Develop and prepare the project manual including front end documents and the project construction specifications. The project manual shall accompany the office check plans and be part of the contract documents. The project manual will have all of the requisite bid forms, bond information, specification reference, and other documents required for execution of construction contract documents.
 - 1. Provide any required special provisions to the project construction specifications as needed for construction items on the plans.
- C. Prepare computations for all office check plan quantities and bid items.
- D. Office Check Plan Submittals
 - 1. Submit office check plans to city for review. Allow two weeks for city review. All review comments made by city staff shall be discussed and addressed. Changes to the office check plans required by these comments shall be considered part of the project development process and shall not be a basis for additional design fees unless the original project scope is changed.
 - 2. Submit office check plans to Johnson County SMP for review and comment.
 - 3. Provide all utility companies a set of office check plans for their use. Coordination includes providing information such as AutoCAD files and plan sets, and corresponding with representatives.
- E. Project Office Check Opinion of Probable Cost
 - 1. Prepare and submit office check estimate of probable construction cost for the project along with the field check plans to the city for review. This estimate shall include the following:
 - a. An appropriate contingency.
 - b. Estimate time required to complete construction.
 - c. Provide input to the city regarding forms for:
 - i. Proposals.
 - ii. Construction contracts.
 - iii. Bonds.

Task 2.2: Project Final Plans

- A. After all comments from the city are made on the office check plans, update these plans and prepare final plans for city signature.
- B. Submit a pdf file of the complete set of signed and sealed final plans and project manual. AutoCAD drawing files of the final plans will be supplied to the city upon request.
 - 1. Two (2) full size copies and two (2) half size copies of the final plans, printed on **22x36**-inch bond paper or 11x18-inch bond paper as appropriate, shall also be delivered to the city.

Phase 3: Bidding Services

Following the completion of the project final plans (Phase 2), Phase 3 involves the project bidding process. The following task is associated with Phase 3: Bidding Services.

Task 3.1: Bidding Services

- A. Prepare and provide plans, specifications, and contract documents in .pdf format to be uploaded to publicpurchase.com. Print five (5) copies of the project manual (contract documents and specifications) and deliver to the city.
- B. Answer questions from contractors regarding the final plans.
- C. Prepare written addenda to the bidding documents as required and or requested.
- D. Verify qualifications and check references of contractor. Review subcontractors and verify percentage of work performance by prime contractor meets contract requirements. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

Phase 4: Construction Services

Following the completion of the project bidding (Phase 3), Phase 4 involves services provided during project construction. The following task is associated with Phase 4: Construction Services.

Task 4.1: General Construction Services

- A. Consult with and advise the city as to the acceptability of subcontractors and others proposed to do work by the general contractor.
- B. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with city representatives, the successful bidder, and utility companies.
- C. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.
- D. Review and comment, or approve, each contractor's shop drawings and samples, the results of tests and inspections, and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents.
- E. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the city.
- F. Participate in final walk through inspection. Does not include meeting minutes or

preparing “punch list”.

- G. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- H. Provide city with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy. The city’s construction representative shall provide the Consultant with documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
 - 1. All change orders.
 - a. Minor design changes.
 - b. Changes made in the field by city representatives and are marked on the construction plan set.
 - 2. Submit updated AutoCAD drawings and .pdf images of the revised sheets.
- I. Post Construction Monumentation: Provide post-construction survey monumentation for property pins that are disrupted by construction activities. Monumentation shall be documented per city approved standard format.

V. Possible Additional Services

The following list of services is not part of this scope, but may be required for successful completion of this project. Additional services may include, but are not limited to:

- Assisting in the preparation of applications and supporting documents (in addition to those identified in Section IV) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- Additional meetings, including meetings with city staff and concerned property owners to discuss the project at any time throughout the project, beyond those defined in this scope of work would be billed hourly.
- Services to check the accuracy of drawings or other information furnished by the city.
- Services resulting from significant change in the scope, extent, or character of the project or its design.
- Preparing documents for alternate bids requested by city for contractor(s)' work which is not executed or documents for out-of-sequence work.
- Services required preparing to award more prime construction contracts than were anticipated at the time of authorization by the city.
- Providing construction staking for the contractor(s) as well as other field and office surveys, such as boundary surveys.
- Preparing to serve or serving as a consultant or witness for city in any litigation, arbitration or other legal or administrative proceeding involving the project.

- Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
- Permitting and services to mitigate permitting issues that are not a part of the scope (e.g. floodplain permitting, etc.), and if required a supplemental scope and fee would be provided to the city.
- US Army Corps of Engineers – Section 404 Individual Permit and stream mitigation.
- Kansas Department of Agriculture, Division of Water Resources – Stream Obstruction and Floodplain Fill Permits
- Street lighting design.
- Intersection design.
- Inspect the structures > 20 feet, prepare the initial SIA report on the structure's condition, and enter inspection data into KDOT's bridge inspection web portal. Also, provide Johnson County with inventory and operating ratings for the five standard truck configurations.

EXHIBIT C
Fee & Rate Schedule

	Olathe, Kansas									EXHIBIT C: FEE & RATE SCHEDULE									
	Upper Cedar Creek Stormwater Improvements															Date:	3/15/2019		
	(169 Highway to Mahaffie Street)																		
	C.P.N. 2-C-013-19															Client:	Olathe, KS		
	SMP No. CC-09-019															Project:	Upper Cedar Creek		
																Made By:	BPS/KELG		
		Principal	Sr. Traffic	Project	Senior				Intern	Design	CADD	Land	Land	Survey Crew	Survey Crew	Proj. Related	LABOR	DIRECT EXPENSES	TOTAL
		Engineer	Manager (EIII)	Engineer II	Engineer III	Engineer II	Engineer I	Engineer I	Engineer I	Technician II	Technician II	Surveyor III	Surveyor II	Member II	Member I	Support	COSTS	ITEM	COST
Tasks		\$260	\$235	\$165	\$185	\$165	\$135	\$120	\$105	\$125	\$100	\$175	\$115	\$105	\$80	\$95			FEE
PHASE 1 - PRELIMINARY DESIGN																			
1.1	Project Management																		
A	Project management and coordination																		
1	Project kickoff meeting			3				3									\$855		\$855
2	Develop project design schedule			4				2									\$900		\$900
3	Monthly project invoicing and project progress email			40												8	\$7,360		\$7,360
4	Internal project team meetings	2	2	6			4	6	6	4							\$4,370		\$4,370
1.2	Data Collection																		
A	Pre-design meeting			4	3												\$1,215		\$1,215
B	Prepare design memorandum		1	2	2	4											\$1,595		\$1,595
C	Coordinate project activities with City			8				8									\$2,280		\$2,280
D	Field data collection																		
1	Horizontal and vertical control													8	8		\$1,480		\$1,480
2	Establish land corners (12)													16	16		\$2,960		\$2,960
3	Field topographic survey													72	72	4	\$13,700	Mileage	\$200
4	Call in utility locates											4					\$460		\$460
E	Ownership and abutting property information																		
1	Secure plats within the project area											2					\$230		\$230
2	Obtain ownership & easement info (up to 12 properties)										4						\$400	Title Company	\$2,600
3	Collect record drawings										20		4				\$2,460		\$2,460
F	Prepare base map					4					24		4				\$3,520		\$3,520
G	Geotechnical investigation (4 borings)			1		8								4	4		\$2,225	Geotechnical Sub	\$5,000
1.3	Storm Drainage System Design																		
A	Review PES design concepts					8		8									\$2,280		\$2,280
B	Revise design based on field data					12		16	32								\$7,260		\$7,260
C	H&H analysis and improvement design					16		24	56								\$11,400		\$11,400
D	Identify utility conflicts		2		4	2				8							\$2,540		\$2,540
E	SMP requirements					4			8								\$1,500		\$1,500
1.4	Field Check Plans																		
A	Plan preparation	8	8	4	8	8	40	8	24	50	60						\$28,550		\$28,550
B	Project design meetings (3)					6		6	16								\$3,390		\$3,390
C	Field check meeting (1, on-site)					4			8	4							\$2,000		\$2,000
D	Public meetings (2)					6		6		8							\$2,710		\$2,710
1.5	Preliminary opinion of probable project cost (OPPC)																		
A	Prteliminary OPCC		2	4				8									\$2,090		\$2,090
1.6	Easements																		
A	Describe right-of-way and easements (12 Properties)																		
1	Furnish legal descriptions and title information (12 updates)											4	16				\$2,540	Company - update	\$150
2	Ownership and easement spreadsheet										2		4				\$660		\$810
3	Prepare City easement documents/forms												4		4		\$840		\$840
4	Prepare tract maps & exhibits (assume 12 tract maps)										16		18			4	\$4,050		\$4,050
B	Attend meeting with City Land Acquisition Coordinator			4				4									\$1,140		\$1,140
C	Stake r/w & easements (12 properties;one time)												4	12	12		\$2,680		\$2,680
D	Attend individual property owner meetings (12 meetings)			24				24			8						\$7,640		\$7,640
1.7	Permitting																		
A	Prepare permit submittals																		
1	City of Olathe Permits					4			4								\$1,080		\$1,080
2	KDHE Permit								8								\$840	NOI Fee	\$60
3	USACE Permit					4		16			8					4	\$3,760		\$3,760
1.8	Utility Coordination																		
A	Submit information and coordinate with utilities			2					8							4	\$1,550	Printing	\$100
B	Track utility relocation progress								8								\$840		\$840
C	Utility coordination meetings (3)			8	2					4							\$2,190	Mileage	\$250
	Subtotal Phase 1- Hours	10	15	114	19	90	44	139	178	78	142	4	60	112	112	28	1,145		
	Subtotal Phase 1 - Cost	\$2,600	\$3,525	\$18,810	\$3,515	\$14,850	\$5,940	\$16,680	\$18,690	\$9,750	\$14,200	\$700	\$6,900	\$11,760	\$8,960	\$2,660	\$139,540	\$8,360	\$147,900

	Olathe, Kansas									EXHIBIT C: FEE & RATE SCHEDULE									
	Upper Cedar Creek Stormwater Improvements														Date:	3/15/2019			
	(169 Highway to Mahaffie Street)														Client:	Olathe, KS			
	C.P.N. 2-C-013-19														Project:	Upper Cedar Creek			
	SMP No. CC-09-019														Made By:	BPS/KELG			
		Principal	Sr. Traffic	Project	Senior				Intern	Design	CADD	Land	Land	Survey Crew	Survey Crew	Proj. Related	LABOR	DIRECT EXPENSES	
			Engineer	Manager (EIII)	Engineer II	Engineer III	Engineer II	Engineer I	Engineer I	Technician II	Technician II	Surveyor III	Surveyor II	Member II	Member I	Support	COSTS	ITEM	COST
Tasks		\$260	\$235	\$165	\$185	\$165	\$135	\$120	\$105	\$125	\$100	\$175	\$115	\$105	\$80	\$95			FEE
	PHASE 2 - FINAL DESIGN																		
2.1	Project Office Check Plans																		
A	Office check plans	8	12	12	30	50	68	16		50	80						\$46,030		\$46,030
B	Prepare project manual & special provisions		8	2	30	12			8								\$10,580		\$10,580
C	Compute plan quantities and bid items		2	2		4	16		8	16							\$6,060		\$6,060
D	Office Check Plan Submittals			2					6							8	\$1,720		\$1,720
E	Prepare/submit OPCC	2			4					16							\$3,260		\$3,260
2.2	Project Final Plans																		
A	Update Office Check Plans and Prepare Final Plans		2		4	4		16	8		16						\$6,230		\$6,230
B	Submit Final Plans and Project Manual to City						2		8							4	\$1,490	Printing	\$100
	Subtotal Phase 2 - Hours	10	24	18	68	70	86	32	38	66	112	0	0	0	0	12	536		
	Subtotal Phase 2 - Cost	\$2,600	\$5,640	\$2,970	\$12,580	\$11,550	\$11,610	\$3,840	\$3,990	\$8,250	\$11,200	\$0	\$0	\$0	\$0	\$1,140	\$75,370		\$100
	PHASE 3 - BIDDING SERVICES																		
3.1	Bidding Services																		
A	Prepare and provide bid documents for advertisement			4												4	\$1,040	Printing	\$100
B	Answer contractor questions				4	4											\$1,400		\$1,400
C	Prepare addenda and attend bid opening			6					4								\$1,410	Mileage	\$20
D	Review bid tabulation and verify qualifications			4					4								\$1,080		\$1,080
	Subtotal Phase 3 - Hours	0	0	14	4	4	0	0	8	0	0	0	0	0	0	4	34		
	Subtotal Phase 3 - Cost	\$0	\$0	\$2,310	\$740	\$660	\$0	\$0	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$380	\$4,930		\$120
	PHASE 4: CONSTRUCTION SERVICES																		
4.1	Construction Services																		
A	Provide consultation						4			4							\$1,040		\$1,040
B	Attend preconstruction conference						4			4							\$1,040		\$1,040
C	Answer contractor questions about design and plans						4										\$540		\$540
D	Review shop drawings & submittals		2			2	8		16								\$3,560		\$3,560
E	Be available for consultation during construction					4	16										\$2,820		\$2,820
F	Participate in final walk through			2			4										\$870		\$870
G	Prepare plan revisions to reflect construction changes			2						8	8						\$2,130		\$2,130
H	Prepare & submit record drawings and files									8						4	\$1,380		\$1,380
I	Post construction monumentation												16	4	4		\$2,580	Mileage	\$160
	Subtotal Phase 4 - Hours	0	2	4	0	6	40	0	16	24	8	0	16	4	4	4	128		
	Subtotal Phase 4 - Cost	\$0	\$470	\$660	\$0	\$990	\$5,400	\$0	\$1,680	\$3,000	\$800	\$0	\$1,840	\$420	\$320	\$380	\$15,960		\$160
GRAND TOTAL HOURS		20	41	150	91	170	170	171	240	168	262	4	76	116	116	48	1,843		
GRAND TOTAL FEE		#####	\$9,635	\$24,750	\$16,835	\$28,050	\$22,950	\$20,520	\$25,200	\$21,000	\$26,200	\$700	\$8,740	\$12,180	\$9,280	\$4,560	\$235,800	\$8,740	\$244,540

EXHIBIT D
Land Acquisition Checklist for Consultant Projects

Complete submittal of these documents is required 7 months prior to acquisition of easements.

- ___ Determine what types of easements are required for each tract:
- i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
If TCE need termination or end date.
- ___ REQUIRED INFORMATION:
- a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number;
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
 - o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

____ Legal description and tract maps must be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plan for the project. The Consultant will make corrections, at no cost to the City, to fix errors determined by the City that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) must be marked Exhibit "A" as referenced in the easement documents.**

____ Submit Documents to Public Works staff.

EXHIBIT E
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 F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2019

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 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108		CONTACT NAME: Monica Wilks PHONE (A/C No. Ext): 816 857-7820 FAX (A/C No): 866 501-3940 E-MAIL ADDRESS: mwilks@holmesmurphy.com															
INSURED Affinis Corp. 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRAVELERS IND CO OF AMER</td> <td>25666</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO</td> <td>25658</td> </tr> <tr> <td>INSURER C: TRAVELERS CAS & SURETY CO</td> <td>19038</td> </tr> <tr> <td>INSURER D: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS IND CO OF AMER	25666	INSURER B: TRAVELERS IND CO	25658	INSURER C: TRAVELERS CAS & SURETY CO	19038	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 55851607

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805G548660	01/22/19	01/22/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA5G550747	01/22/19	01/22/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5G552071	01/22/19	01/22/20	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB9J091601	01/22/19	01/22/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9935763	01/22/19	01/22/20	Each Claim 2,000,000 Annl Aggr 2,000,000

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

Re: Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, Project No. 2-C-013-19
 The City of Olathe is added as additional insured on the commercial general liability and commercial auto policies as required by written contract.

CERTIFICATE HOLDER

City of Olathe

100 E. Santa Fe
 P.O. Box 768
 Olathe, KS 66051-0768

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas

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ACORD 25 (2016/03)

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mwilksks
 55851607

GENERAL PURPOSE ENDORSEMENT

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

- 1. YOUR ACTS OR OMISSIONS; OR**
- 2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.**

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY; This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- 1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN**

GENERAL PURPOSE ENDORSEMENT

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. PERSONAL EFFECTS COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
 - (2) in or on your covered "auto";
- in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph a. to exclusions 4.c & 4.d is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

D. WAIVER OF DEDUCTIBLE - GLASS

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the

Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

F. BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. BLANKET ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, part A. 1. Who Is An Insured, paragraph c. is amended by adding the following:

Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this Insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

H. EMPLOYEE HIRED AUTOS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

I. COVERAGE EXTENSION - TRAILERS

SECTION I - COVERED AUTOS, C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos, paragraph 1. is deleted and replaced by the following:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

EXHIBIT G
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: 2966885

Entity Name: AFFINIS CORP.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: AFFINIS CORP.

Registered Office: 8900 Indian Creek Pkwy Suite 450, OVERLAND PARK, KS 66210

was filed in this office on January 04, 2001, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 08, 2019

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 1089944 - 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
Upper Cedar Creek, 169 Hwy to Mahaffie,
Stormwater Improvements Project
2-C-013-19
April 16, 2019

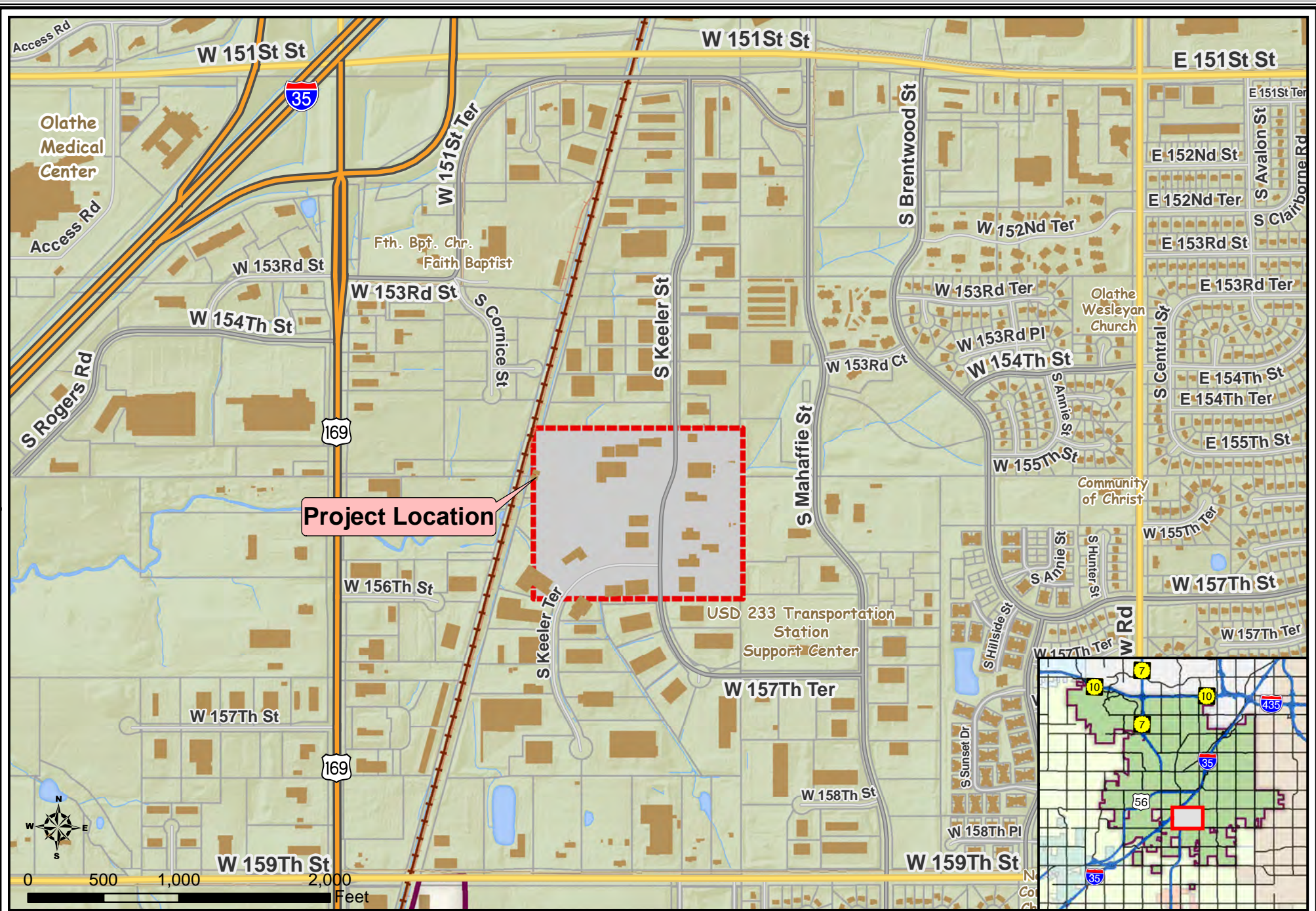
Project Manager: Beth Wright / Nate Baldwin

Description: The project includes replacement of existing corrugated metal pipe (CMP) culverts with larger concrete culverts, reconstruction of street pavement, channel improvements, storm sewer improvements, and the elimination of the flood risk for two (2) businesses identified within the 100-year floodplain through project improvements.

Justification: This project will address street and structure flooding that occurs in the vicinity of the intersection of S. Keeler Street and S. Keeler Terrace.

Comments: This project has received Johnson County SMAC Program funds which will provide for 75% of design and construction up to a maximum of \$1,350,570.

Schedule:	Item	Date
Design:	RFQ	01/2019
	Consultant Selection	04/2019
Construction:	Advertise	3/2020 – Estimate
	Award Contract	4/2020 – Estimate
Council Actions:	Date	Amount
Professional Services Agreement	4/16/2019	\$244,540
Funding Sources:	Amount	CIP Year
SMAC Funds	\$1,350,570	2019 and 2020
Stormwater Funds	\$1,184,430	2019 and 2020
Expenditures:	Budget	Amount to Date
Design	\$ 250,000	\$0
Land Acquisition	\$ 100,000	\$0
Utilities	\$ 200,000	\$0
Construction	\$1,350,000	\$0
Staff Time	\$ 100,000	\$0
Inspection	\$ 85,000	\$0
<u>Contingency</u>	<u>\$ 450,000</u>	<u>\$0</u>
Total	\$2,535,000	\$0



Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project

PN 2-C-013-19

Project Location Map



User: jaredmd
Date: 04/10/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Alan Shorthouse

SUBJECT: Restrictive Covenant for the Vertical Wellfield required for closure of KDHE Bureau of Solid Waste Permit 0548.

ITEM DESCRIPTION:

Consideration of a Restrictive Covenant limiting the acceptable uses of the Vertical Wellfield property and granting access to KDHE for inspection.

SUMMARY: From 1988 to 2016 the City disposed of inert solids from Water Treatment Plant 2 under permit 0548 with the KDHE bureau of Solid Waste. Under this permit solids were hauled from the water treatment plant to the wellfield and buried. On February 19, 2016 a new permit was issued for the City to dispose of the inert solids under the jurisdiction of KDHE Bureau of Water Project Number PW005475. As the City has transitioned this permit from the Bureau of Solid Waste to the Bureau of Water, the old permit number 0548 must be closed out. The proposed restrictive covenant is a required part of closing permit 0548.

FINANCIAL IMPACT:

This item has no financial impact.

ACTION NEEDED:

Acceptance of a Restrictive Covenant limiting the acceptable uses of the Vertical Wellfield property and granting access to KDHE for inspection.

ATTACHMENT(S):

A. Restrictive Covenant

RESTRICTIVE COVENANT

The City of Olathe, Kansas _____ is (are) the owner(s) in fee simple of certain real property located in the county of _____ and is more particularly described by the following legal description which is illustrated in the attached drawing and is sealed by a Kansas-licensed Professional Land Surveyor, and includes the area or areas of the tract or tracts being described (in addition, a street address is included if available):

Tracts 1, 2, 3, 4, 5, 6, 7, 8 & 9 encompassing 100.99 acres as shown and described in the attached Certificate of Survey. The Certificate of Survey is intended to serve as the legal property descriptions and is incorporated by reference to be part of this document.

This space reserved for Register of Deeds

by virtue of a deed dated _____, _____, recorded in Book _____, Page _____, in the Office of the Register of Deeds, _____ County, Kansas.

1. PROPERTY USE AND MAINTENANCE

The property is at the date of filing in use as a solid waste disposal area under Permit # 548 issued by the Kansas Department of Health and Environment. After closure of the landfill, the property shall be used in a manner consistent with the following restrictions:

Water Well Field, Public Recreation, Public Park Land, Parking Lot, Driveway, Lime Residuals Disposal Area, and Agricultural Purposes.

2. PROTECTION OF SYSTEMS, MARKERS

All future land uses shall be conducted in a manner which will protect and preserve the integrity of the environment and all waste containment and monitoring systems designed, installed, and operated during the operation of the disposal areas or during the post-closure period.

All present and future owners and tenants of this property must preserve and protect all permanent survey markers and benchmarks and all environmental monitoring stations installed on the property.

3. CONSTRUCTION: APPROVAL

Any subsequent property owners and/or tenants are required to consult with KDHE during planning of any improvement to the property and to obtain approval from KDHE in Topeka, Kansas before any work is done to any monitoring devices or systems, before improvement of this site is performed, or before any excavation or construction of permanent structures, drainage ditches, changes to the contours or dirt work, changes in the vegetation grown, production or sale of food chain crops, or removal of any security fencing, signs or devices installed to restrict public access to waste storage or disposal areas.

4. EASEMENT TO KDHE

The Kansas Department of Health and Environment, its successors or assigns and any duly authorized agents or contractors employed by or on behalf of KDHE are hereby granted a permanent easement to enter or come upon the property to perform the following actions:

- a. Complete any work necessary which may be specified in or be a part of a closure plan required to be submitted to the department;
- b. Perform any maintenance or monitoring of any of the waste disposal area during the statutorily required post-closure period;
- c. Sample, repair or reconstruct any environmental monitoring stations constructed as a requirement for operating or post-closure care.

5. DISCLOSURE

Any offer or contract for the conveyance, sale, lease or other interest in the property must contain full and complete disclosure of all terms, conditions and requirements for long term care and land use which is imposed by current statutes, rules and regulations or the site permit existing at the time of the offer or contract. The offer or contract must also contain provisions for proper and continued maintenance of the waste containment system and testing of the monitoring systems.

6. BINDING TERMS

These limitations, restrictions, easements, conditions and covenants shall be permanent and shall run with the land and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the property or any part thereof. These covenants, easement and all related documents can be extinguished only by written agreement between the property owner and the Kansas Department of Health and Environment.

7. DURATION, MODIFICATION, ENFORCEABILITY AND TERMINATION

This Restrictive Covenant/Easement shall be permanent and extend in perpetuity, unless extinguished by agreement between the property owner and the Secretary of KDHE. The restrictions and other requirements described in this Restrictive Covenant/Easement shall run with the land and be binding upon, and inure to the benefit of the Property owner and the owner's successors, assigns, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control and to the benefit of KDHE.

This Restrictive Covenant/Easement shall not be amended, modified, or terminated without KDHE's prior written approval. Within thirty (30) calendar days of executing an amendment, modification, or termination of the Restrictive Covenant/Easement, the Property owner shall record such amendment, modification, or termination with the Johnson County Register of Deeds.

Within thirty (30) calendar days thereafter, the Property owner shall provide a copy of the recorded amendment, modification, or termination and corresponding survey map to KDHE that bears the seal and/or notarized signature of the Register of Deeds. If any portion of this Restrictive Covenant/Easement or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Restrictive Covenant/Easement shall remain in full force and effect if such portion found invalid had not been included herein.

In addition, KDHE shall be deemed beneficiary of the Restrictive Covenant/Easement, a procedure necessary to protect the public health and environment pursuant to K.S.A. 65-3401 *et seq.* KDHE shall have the right to sue for and obtain injunction, prohibitive or mandatory or any other legal or equitable relief to prevent the breach of, or enforce the restrictions set forth herein, and/or recover damages for such violation.

ACKNOWLEDGEMENT

(Signature)

(Title)

(Date)

STATE OF KANSAS)

COUNTY OF) ss:
)

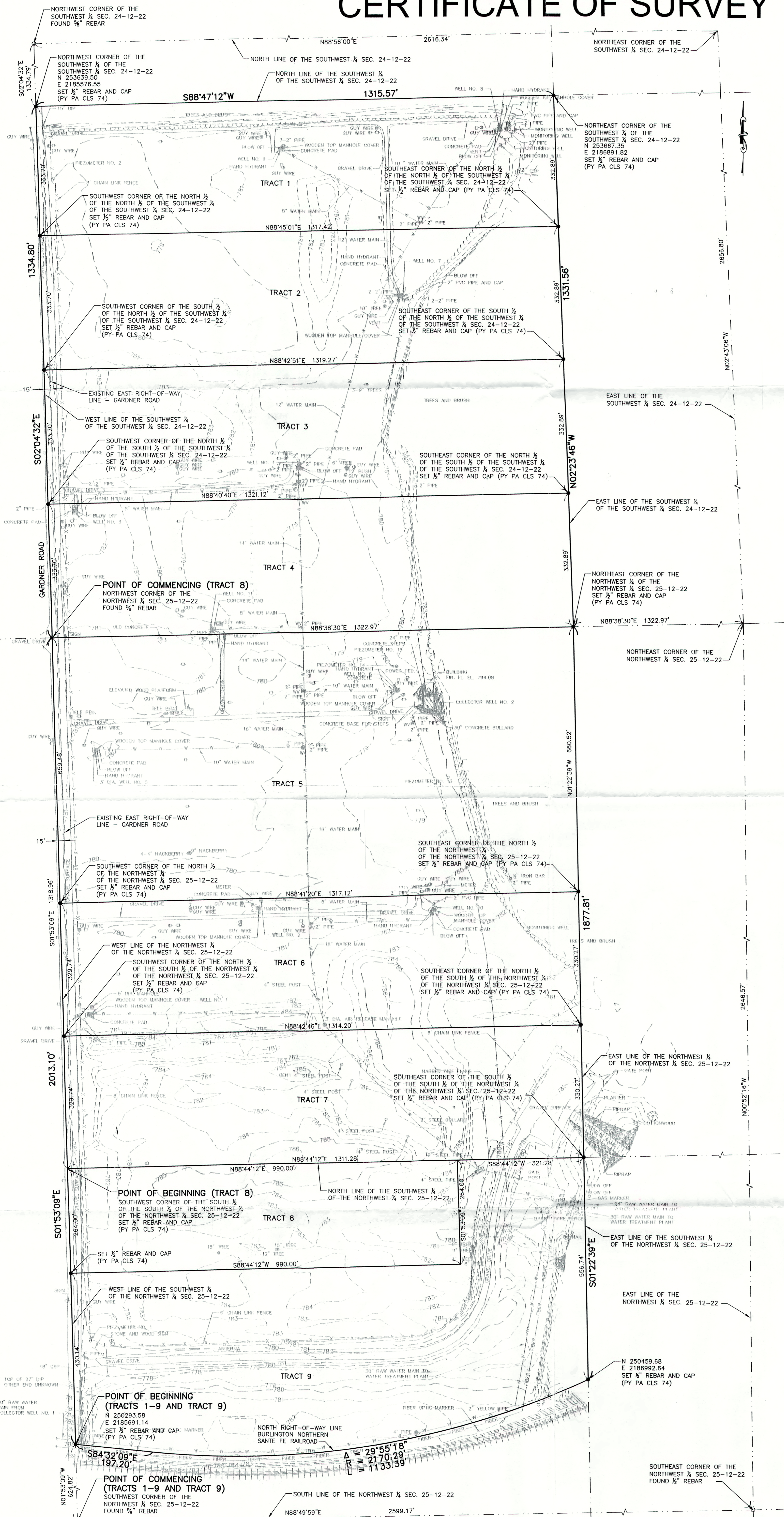
BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, an authorized representative of _____ company, who is personally known to be such person who executed the above document on behalf of said company, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year written above.

Notary Public

My term expires:

CERTIFICATE OF SURVEY



DESCRIPTIONS:

TRACT 1

The North ½ of the North ½ of the Southwest ¼ of the Southwest ¼ of Section 24, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right or way.

TRACT 2

The South ½ of the North ½ of the Southwest ¼ of the Southwest ¼ of Section 24, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right or way.

TRACT 3

The North ½ of the South ½ of the Southwest ¼ of the Southwest ¼ of Section 24, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right of way.

TRACT 4

The South ½ of the South ½ of the Southwest ¼ of the Southwest ¼ of Section 24, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right or way.

TRACT 5

The North ½ of the Northwest ¼ of the Northwest ¼ of Section 25, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right of way.

TRACT 6

The North ½ of the South ½ of the Northwest ¼ of the Northwest ¼ of Section 25, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right of way.

TRACT 7

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 12 South, Range 22 East, Johnson County, Kansas, except that part in existing road right-of-way.

TRACT 9.

All that part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 12 South, Range 22 East, Johnson County, Kansas,
more particularly described as follows:

Commenci

a distance of 1318.96 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ and the Point of Beginning; thence North $88^{\circ}44'12''$ East, along the North line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$, a distance of 990.00 feet; thence South $01^{\circ}53'09''$ East and parallel to the West line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$, a distance of 264.00 feet; thence South $88^{\circ}44'12''$ West and parallel to the North line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$, a distance of 990.00 feet to a point on the West line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$; thence North $01^{\circ}53'09''$ West along said West line, a distance of 264.00 feet to the Point of Beginning, except that part in existing road right of way.

TRACT 9

All that part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 12 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing

Thence North 01° 33' 39" West along the West line of the Southwest 1/4 of said Northwest 1/4, a distance of 624.82 feet to a point on the existing North line of way line of the Burlington Northern Santa Fe Railroad and the Point of Beginning, thence South 88° 44' 12" West along the Southwest 1/4 of said Northwest 1/4, a distance of 310.28 feet to the Point of Beginning, thence South 21° 29' 18" East, a central angle of 29° 55' 18", an arc distance of 1133.39 feet to a point on the East line of the Southwest 1/4 of said Northwest 1/4, thence North 01° 22' 39" East along the East line of the Southwest 1/4 of said Northwest 1/4, a distance of 556.74 feet to the Point of Beginning, thence South 88° 44' 12" West along the Southwest 1/4 of said Northwest 1/4, a distance of 31.28 feet to the Point of Beginning, thence South 88° 44' 12" West and parallel to the North line of the Southwest 1/4 of said Northwest 1/4, a distance of 264.00 feet; thence South 88° 44' 12" West and parallel to the North line of the Southwest 1/4 of said Northwest 1/4, a distance of 990.00 feet to a point on the west line of the Southwest 1/4 of said Northwest 1/4, thence South 88° 44' 12" West along the Southwest 1/4 of said Northwest 1/4, a distance of 430.14 feet to the Point of Beginning, except that part in existing road right of way.

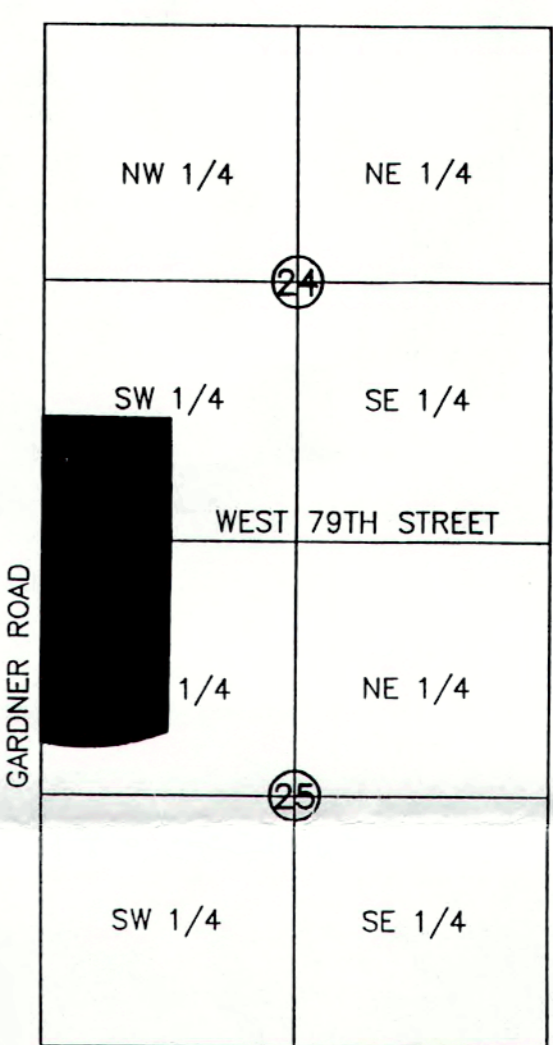
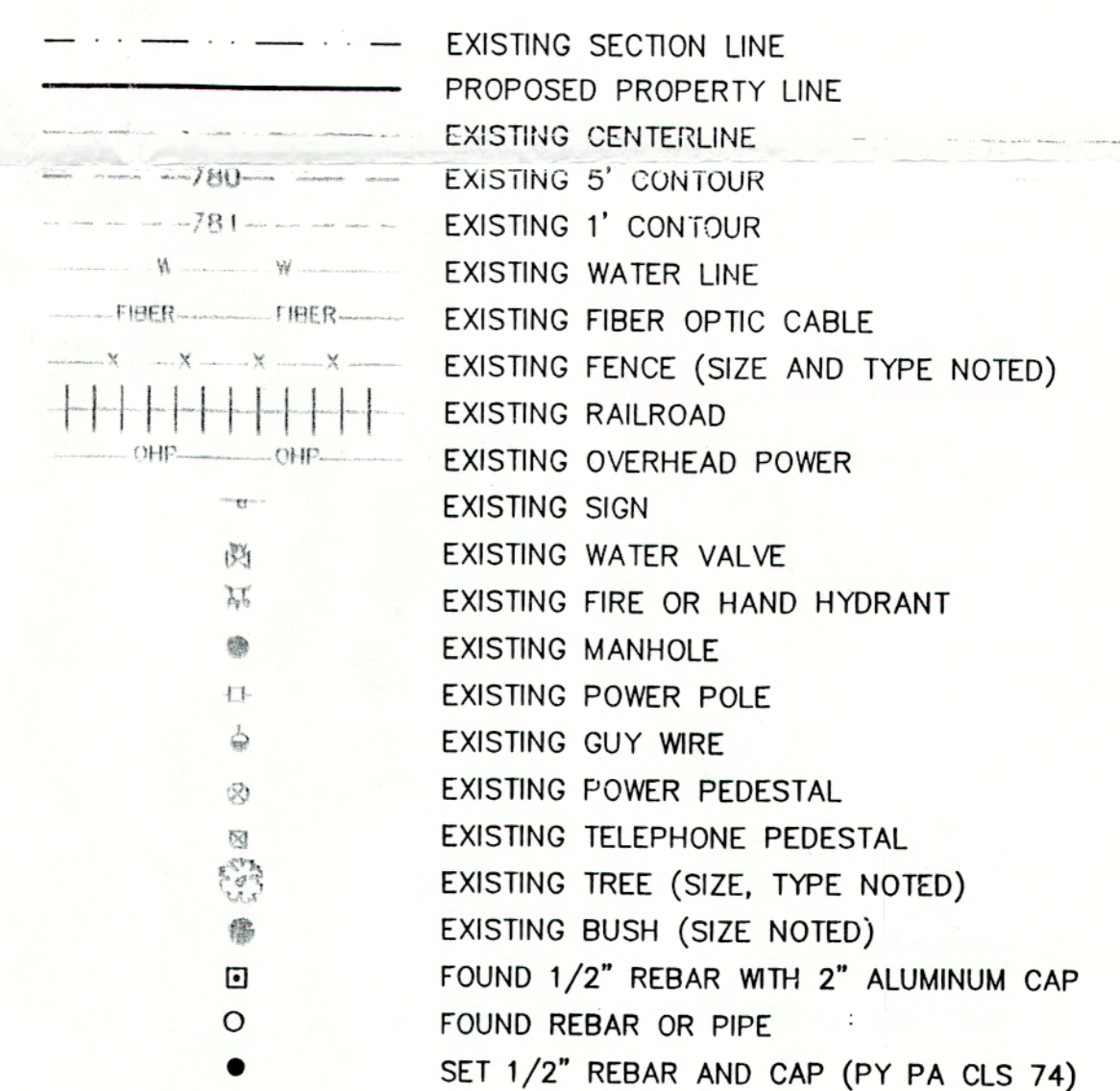
TRACTS 1

All that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 12 South, Range 22 East and all that part of the Northwest $\frac{1}{4}$ of Section 25, Township 12 South, Range 22 East, all in Johnson County, Kansas, more particularly described as follows:

Commercial

[illegible]

LEGEND



SECTION 24-12-22 AND
SECTION 25-12-22
LOCATION MAP

1"=2000'

REFERENCE BEARING:

THE BASIS OF BEARING FOR THIS SURVEY IS GRID
NORTH, KANSAS NORTH ZONE DERIVED FROM
JOHNSON COUNTY SURVEY CONTROL NETWORK, 1998

PREPARED BY:
PONZER YOUNGQUIST, P.A.
227 E. DENNIS AVENUE
OLATHE, KANSAS 66061
PHONE: (913) 782-0541
FAX: (913) 782-0109

PREPARED FOR:
OLATHE MUNICIPAL SERVICES
OLATHE, KANSAS
1385 S. ROBINSON STREET
OLATHE, KS 66061
PHONE: (913) 971-9311

I HEREBY CERTIFY: that the within plat is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as adopted by the Kansas Society of Land Surveyors, latest amendment - on October 23, 1998.

DATE: 3/06/07 BY: [Signature]

DRAWN BY	SECTION	TOWNSHIP	RANGE	COUNTY	STATE	JOB NUMBER
JHU	25	12	22	JOHNSON	KANSAS	36603



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Jeff DeGraffenreid/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Conrad Fire Equipment for the purchase of a E.J. Metals, Inc. F550 Squad truck for the Fire Department.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Conrad Fire Equipment for the purchase of a E.J. Metals, Inc. F550 Squad truck for the Fire Department

SUMMARY:

On February 12, 2015, five (5) bids were received for the purchase of Fire Apparatus, of which E.J. Metals, Inc. was one of the vendors awarded the contract based on evaluations. Public Procurement Authority acted as lead agency for the nationally cooperative solicitation for Fire Apparatus and Firefighting/ Rescue equipment which is available through the GPO cooperative contract #VH11550.

The Fire Department is requesting the purchase of a new E.J. Metals, Inc. F550 Squad truck which is a 2-person Emergency Services vehicle used for medical response.

The cost of the squad truck unit is \$199,295.59. Additional accessory equipment for the apparatus will be purchased from various vendors at an estimated additional cost of \$70,000.

The F550 Squad Truck is an addition to the fleet as part of the 2019/2020 Budget. The VERF fund balance will cover the initial purchase, and the department will pay a double lease fee back to the VERF.

Staff recommends award of contract to Conrad Fire Equipment.

Conrad Fire Equipment is the assigned Olathe distributor by E.J. Metals, Inc.

FINANCIAL IMPACT:

\$269,295.59 (\$199,295.59 for the Squad truck plus \$70,000 for equipment) - charged to the City's Vehicle and Equipment Replacement Fund.

ACTION NEEDED:

Award of contract to Conrad Fire Equipment for the purchase of one (1) E.J. Metals, Inc. F550 Squad truck for the Fire Department.

ATTACHMENT(S):

A. Quote

CONRAD FIRE EQUIPMENT

Apparatus Proposal

Customer Name: **Olathe, KS**

Sales Rep: **Karl Schultz**

Submitted Date: **1/4/19**

Expiration Date: **1/31/19**

Apparatus Detail

Qty.	Description	Price
1	Light Rescue/Patrol Unit (Per Spec)	\$ 201,195.59

Proposal Bid No.: **N/A**

Proposal Doc Date: **11/28/18**

Performance Bond: **YES**

Warranty Period: **Standard**

Estimated Build Time: **10 mo.**

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 201,195.59
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 201,195.59
Pre-Payment Discount	-\$ 1,900.00
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 0.00
Due Upon Order	\$ 199,295.59

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	
Trade-in Value	
Price After Trade-in	\$ 0.00
Pre-Payment Discount	N/A
Extrication Rescue Tools	
Loose Equipment	
Options	
Due Upon Delivery	\$ 0.00

Payment Terms

Option 1 is based on payment being made at time of order in the amount of \$199,295.59. Option 2 is N/A.

Price is based off of the GPO Contract.

Notes

There shall be a final inspection trip for 4 fire department personnel. All costs such as travel, lodging, and meals shall be the responsibility of Conrad Fire. The final inspection shall be held at the EJ Metals, Inc. facility, 1201 Maple Creek Lane, New London, Wisconsin 54961.

NOTE: Pre-payment discounts quoted may vary based on final purchase price, prevailing interest rates, and manufacturing build time and are subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company. All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].



E.J. Metals Inc. was founded in 1998 by Kevin Quinn, a 21 year veteran of the fire and emergency vehicle manufacturing industry. E.J. Metals began as a custom fabricator of specialty components, and soon outgrew the original facility and moved into a 15,000 square foot facility. It was at this time that the New Maddic Dump System for Fire Apparatus was conceived. Today, E.J. sells the New Maddic Dump System to over 40 apparatus manufacturers all over the world. In 2002 E.J. Metals introduced the "Assault Force" high pressure fire fighting system. The "Assault Force" is a patented system of water, foam, high pressure and a special patented nozzle for fire fighting. These systems have been shipped all over the world. In addition, over the last few years, E.J. Metals has developed many more systems such as the Magnum 440 & 480 RIV rapid response vehicles, the "Assault Force 70 and 704" hydraulic driven high pressure system and EMT systems on a base Kubota RTV chassis, the "Red Box" container system for rapid disaster situations, etc. In addition, E.J. Metals manufactures other products such as mini pumpers, rescues, command vehicles, brush trucks, off road fire fighting systems and skid mounted platforms refurbishment of apparatus and a wide array of systems to fit the fire fighting needs and demands.

In 2010, E.J. Metals outgrew their current facility and moved to New London, Wisconsin, into a brand new state of the art manufacturing facility custom built for the needs of the business. This building includes a customer showroom, front office, meeting space, manufacturing space with product flow characteristics, a pump test facility, and off road testing grade to suit any situation that arises.

Our Mission:

"To meet or exceed customer expectations, in a timely manner with competitive pricing. It is our goal to have highly trained and knowledgeable employees applying their skills to produce high quality products on time every time"

Firefighter safety is Priority #1
High Quality Apparatus at Competitive prices
"True" Custom Builder....Built to order!
Over 100 years of combined manufacturing experience
Utilize only Premium Materials and Components
Precise Manufacturing Techniques and Processes
Progressive and Innovative Engineering
State-of-the-Art Equipment and Machinery
"Old-School" Philosophy and Attitude
100% Corporate Commitment to Customers Needs
We take every order Personal



Olathe KS, Squad/light rescue



1201 Maple Creek Lane
New London WI 54961
(920) 779-9913
FAX (920) 779-9914

Visit our webpage www.ejmetals.com



SPECIFICATIONS
Olathe Emergency Services/Fire Dept.,
Olathe KS
F550 Squad/Light Rescue Unit
November 28, 2018



CONRAD
FIRE EQUIPMENT, INC.
(800) 779-5521 www.CONRADFIRE.com (913) 780-5521

THANK YOU

Thank you for the opportunity to present these specifications. Our company looks forward to working with you to provide the best product possible, with the best service possible, as detailed within these specifications.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of a completed apparatus equipped as hereinafter specified. These specifications cover only the general requirements as to the type of construction and test to which the apparatus shall conform,

together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. Loose equipment shall be provided only as stated in the following pages.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus sales and service and have been in business for a minimum of 16 years. Further, bidder shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bidder proposal with color photos of the interior and exterior of the facility.

Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. The bidder shall also show that the company is in position to render prompt service and to furnish replacement parts for said apparatus.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

The "Contractors Specifications" shall be signed by the customer / dealer representative and returned to the manufacturer. The customer / dealer representative signed specifications shall become an integral part of the contract and provide the "As Built" information to the manufacturer in the apparatus construction process. The customer / dealer signed "Contractors Specifications" shall supersede any / all other documents in the building of the apparatus.

QUALITY AND WORKMANSHIP

The design of the apparatus shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements". Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair.

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

General Aggregate	Waived
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage. The policy shall include owner as an additional insured as their interest may appear.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

COMMERCIAL AUTOMOBILE INSURANCE

The successful bidder shall, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile insurance:

Each Accident:	\$500,000
----------------	-----------

Coverage shall be written on a Commercial Automobile form.

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	\$1,000,000
Each Occurrence:	\$1,000,000

The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as Bidder's General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability and Automobile Liability policies as their interest may appear. The required limits can be provided by one or more policies provided all other insurance requirements are met.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverage listed above along with its bid. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that owner be given 30 days advance notice of cancellation, nonrenewable or material change in coverage.

WARRANTY

The following warranty shall be supplied with each bidders proposal and be printed on company letterhead.

The manufacturer shall warranty each piece of new fire or rescue apparatus to be free from defects in materials or workmanship under normal use and service. The manufacturer's obligation under this warranty is limited to repairing or replacing, as the company may elect, any parts thereof which are returned to them, with transportation costs prepaid and as to which examination is disclose to the company's satisfaction to have been defective. The part, or parts, shall be returned to the manufacturer not later than **One (1), year** from delivery of the apparatus. Such defective part, or parts, shall be repaired or replaced free of charge and without charge for installation to the original purchaser.

This warranty shall not apply:

- 1) To normal maintenance and adjustments.
- 2) To any vehicle which has been repaired or altered outside of the factory in any way so that, in the manufacturer's judgment, it would affect the stability. Also it shall not apply to any vehicle, which has been subject to misuse, neglect, or accident, or to any vehicle, which shall operate at any speed, exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 3) To commercial chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, or other trade accessories in which they are usually warranted separately by their respective manufacturers.

This warranty is in lieu of all other warranties, expressed or implied, all others representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. The manufacturer neither assumes nor authorizes any other person to give or assume any other warranty or liability on the company's behalf, unless made or assumed in writing by the company.

NFPA COMPLIANCE

The apparatus detailed herein shall meet applicable NFPA recommendations current at the time of the proposal.

APPROVAL DRAWINGS

Prior to the construction of the apparatus, a detailed CAD-generated drawing shall be supplied to the Fire Department for approval. The drawing shall be signed by authorized personnel and returned to the factory within 30 days of receipt. Construction of the apparatus shall not commence until the approved drawing is returned to the factory.

The signed drawing shall become an integral part of the final contract and shall be kept on file at the factory for future reference.

PRE-CONSTRUCTION CONFERENCE

The contractor shall have a pre-construction conference prior to any manufacturing. The purpose of this meeting is to finalize all construction details. The location of the meeting shall be at the E.J. Metals Inc. facility, 1201 Maple Creek Lane, New London, Wisconsin 54961.

All travel expenses associated with the conference shall be paid by the customer.

FINAL INSPECTION

There shall be a final inspection trip for two (2) fire department personnel. All costs such as travel, lodging, and meals shall be the responsibility of the bidder. The final inspection shall be held at the EJ Metals, Inc. facility, 1201 Maple Creek Lane, New London, Wisconsin 54961.

PERFORMANCE TEST AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded while being driven on a continuous fifty mile trip minimum. The unit shall be tested under all driving conditions during which time no loss of power or overheating may take place. The transmission drive shaft(s) and rear axle(s) shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The vehicle shall adhere to the following guidelines:

- 1) The unit must be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- 2) The service brakes shall be capable of stopping the fully loaded vehicle in 35 feet at 20 mph on a level concrete highway.
- 3) The apparatus, when fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with engine not exceeding its governed rpm.

FAILURE TO MEET REQUIRED TEST

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the quoter within thirty (30), days of the date of the first trial.

The results of such trials shall be made final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30), days after the notice is given to the quoter of such changes shall be cause for rejection of the apparatus.

Permission to keep or house the apparatus in any building owned or occupied by the purchaser or its use by the purchaser during the above specified period with the permission of the quoter shall not constitute acceptance.

APPARATUS COMPLETION

Construction of the apparatus shall be completed within 150 days after the receipt of the chassis at the manufacturer's facility.

CHASSIS SPECIFICATIONS

Model:	201X Ford F-550 Super Duty XL DRW, 4x4		
Cab Type:	4-Door Crew Cab		
Wheelbase:	179"		
Cab to Axle:	60"		
GVWR:	19,500 lbs. (Pay-Load Plus Package)		
Engine:	6.7 Liter Power Stroke Diesel		
	300 Horse Power @ 2800 RPM		
	660 Lb.-Ft. Torque @ 1600 RPM		
	32 Valves		
	16.20 to 1 Compression Ratio		
Transmission:	Six speed automatic with overdrive w/PTO provisions		
1st Gear Ratio:	3.974	2nd Gear Ratio:	2.318
3rd Gear Ratio:	1.516	4th Gear Ratio:	1.149
5th Gear Ratio:	0.858	6th Gear Ratio:	0.674
Reverse Gear:	3.128		
Transfer Case:	ESOF - (electronic shift on the fly), automatic front hubs		

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Fuel Capacity: 40 gallons
Batteries: Two (2), heavy-duty 750 CCA
Alternators: Dual HD (357 Amp Combined)
Brakes: 4-wheel ABS disc
Axle / Front: Front Rating: 7000 lb.
Front GAWR: 7000 lb.
Front Spring Rating: 7000 lb.
Front Capacity: 7000 lb.
Front Tire/Wheel Capacity: 7500 lb.
Axle / Rear: Rear Rating: 15000 lb.
Rear GAWR: 14706 lb.
Rear Spring Rating: 15000 lb.
Rear Capacity: 14706 lb.
Rear Tire/Wheel Capacity: 15000 lb.
Limited Slip / 4.88 Axle Ratio
Curb Weight: Front: 5052 lb.
Rear: 3610 lb.
8662 lb. (Total Curb Weight)
Pay Load Capacity: 11031 lb.
Towing Capacity: 16000 lb.
Steering: Power steering with tilt wheel
Wheels/Tires: Six (6), 225/70R19.5G steel belted radials, BSW MAX Traction
19.5" Argent painted steel
Interior:
Front Leg Room: 41.1"
Front Head Room: 40.7"
Front Hip Room: 67.6"
Front Shoulder: 68.0"
Rear Leg Room: 42.1"
Rear Head Room: 40.8"
Rear Hip Room: 67.6"
Rear Shoulder: 68.0"
Pass Area Vol: 133.5 cu.ft.

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Instrument Panel:	<ul style="list-style-type: none">- LCD odometer- Oil pressure warning light- Transmission temperature gauge- Temperature gauge- Fuel level gauge w/ indicator lights
Radio:	AM/FM stereo and digital clock
Driver's Seat:	40/20/40 - Vinyl
Crew Seat:	Folding vinyl bench
Exterior:	
Length:	261.9"
Body Width:	93.9"
Body Height:	80.8"
Axle to Frame End:	47.6"
Front Tread:	74.8"
Rear Tread:	74.0"
Turning Radius:	25.8'
Other options:	<ul style="list-style-type: none">- XL trim package- Chrome front bumper with tow hooks- Aero-composite head lamps- Cab clearance lights- Chrome grille- Rear stabilizer bar- Dual electric horns- Driver and passenger side air bags- Power windows w/ tinted safety glass- Telescoping mirrors, day/night mirrors, turn indicators- Power door locks- Engine block heater- Black vinyl floor mat- License plate bracket- Molded black cab steps- Skid plates- Low deflection package

- Hi Cap trailer tow package
- Trailer brake controller
- Snow plow prep package
- AC / Tilt / Cruise
- Race red paint
- Operator command regeneration

EMBER SEPARATOR

The commercial chassis engine air in-let shall be equipped with a means of separating water and burning embers from the air intake system such that particulate matter larger than 0.039 in. (1.0 mm) in diameter cannot reach the air filter element.

The ember separator shall be constructed from stainless steel screen.

RUNNING BOARDS

Running boards shall be installed below the cab on both sides of the apparatus. The running boards shall be constructed of steel support channels covered by embossed bright aluminum tread plate. The distance from the ground to the running board shall not exceed 24". If the vertical distance between the running board and the cab floor exceeds 18", an intermediate step shall be provided.

EXHAUST EXTENSION, FORD "F" SERIES

The exhaust tail pipe shall be extended to the edge of the body.

CAB CONSOLE

An EJM aluminum console shall be provided between the driver and officer seats in the chassis cab for the mounting of equipment and equipment controllers outlined later in these specifications.

The console shall be constructed from formed and welded .125" aluminum plate and powder coated with a buck-stop black textured finish for protection and a pleasing appearance.

The top cover of the console shall be removable in two (2), sections. The forward section shall provide for access to the apparatus wiring and the rear section for the control modules.

EMS CABINET, CAB

An additional aluminum EMS compartment shall be provided between the rear seats. The compartment shall be designed to meet the individual requirements of the customer. The compartment shall not be more than 14" deep (allowing personnel sitting in the outboard seats to see around), as wide and tall as possible. The compartment shall have a roll-up door and two (2) adjustable shelves. The compartment shall also be equipped with automatic lighting to match the rest of the unit (AMDOR brand).

The compartment shall have a "DA" finish.

12-VOLT POWER LEADS

One (1) set of 12-volt power lead(s) shall be installed on the apparatus. The power leads shall terminate inside the cab center console. The power leads shall consist of One (1), 12ga. B+ power and One (1), 12ga. ground. Both leads shall be approx. 24.0" long and terminate with solder-less barrel type connectors. The leads shall be connected battery direct and be un-fused.

12-VOLT POWER POINTS

One (1), 12-Volt power points shall be provided. The power points shall be cigar lighter type. The power points shall be wired to battery direct and 15 amp fused.

The power points shall be located in the cab console.

12-VOLT POWER POINT - (USB DUAL PORT)

One (1), USB dual port 12-Volt, 4.2 Amp, power point shall be provided. The power point shall be a dual port USB type. The power point shall be wired to battery direct and 5 Amp fused.

The power points shall be located in the cab console.

FUEL / UREA FILL - (DUAL DOORS)

Two (2), Cast Products model FG2103 fill cover shall be installed on the apparatus. The covers shall be constructed of bead-blasted aluminum and shall be vertically hinged on the forward side. The fill cover flanges shall be constructed of polished aluminum.

The fuel fill cover and flange shall be located on the rear section of the driver's side rear fender panel.

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The urea fill cover and flange shall be located on the forward section of the driver's side rear fender panel.

RELOCATE UREA TANK/FILL

The chassis urea tank and fill shall be moved to the LS frame rail, ahead of the rear axle. Fill to be in the LS forward fender panel. Chassis wiring harness shall be extended via an extension harness. Urea line also to be extended.

MASTER BATTERY SWITCH - (ELECTRONIC)

An electronic master battery switch shall be provided in the center console switch panel within easy reach of the driver. The master battery switch shall provide power to all body components.

OEM chassis wiring is not affected by this switch.

All battery terminals shall be coated with battery terminal protection spray.

KUSSMAUL AUTO CHARGE 1000 SUPER KIT

A Kussmaul Auto Charge 1000 15 amp, 12 volt automatic battery charging system shall be provided to maintain charge in the apparatus battery system. The charger shall be powered by the 120v shoreline.

The Auto Charge 1000 is a high output automatic battery charger. Unique electronic sensing circuits sense the true battery voltage while eliminating the need for external sense wires. Charging is completely automatic. The maximum output of the charger is 15 amperes. When the battery is fully charged, all charging will stop. There is no overcharging and no water boil off.

A common problem with electrical systems is the loading on the battery caused by rechargeable hand lights, portable radios and other loads. The Auto Charge 1000 handles these loads with a built in "BATTERY SAVER". Auxiliary electrical loads are connected to the Battery Saver output. During normal vehicle operation these auxiliary loads are connected to the battery. When the vehicle is plugged in to A.C. power, the auxiliary loads are automatically removed from the battery and powered from the "BATTERY SAVER" circuit. A maximum of 3 amperes is available from the "BATTERY SAVER". An automatic overload protector limits the 3 ampere output. A yellow overload indicator is illuminated whenever the "BATTERY SAVER" output limit is exceeded.

The Auto Charge 1000 indicator may be mounted remotely from the charger assembly. Connected by 3 wires to the charger, the indicator contains a bar graph display. The display indicates the "state of charge" and the general condition of the battery. An old or defective battery is displayed as a low reading which remains low after an extended charging period. A

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discharged battery also is indicated by a low reading. Precise indications of battery condition appear, independent of the distance between the charger and the display.

The battery condition indicator shall be mounted on the driver's side rear fender panel, above the auto eject receptacle.

Kit shall include shoreline connector.

AUTO EJECT FOR SHORELINE - BACKWIRE

One (1), shoreline receptacle shall be provided to operate the 120-volt circuits on the vehicle without the use of a generator.

The shoreline receptacle shall be provided with a NEMA 5-20, 120 volt, 20 amp, straight blade Kussmaul Super Auto Eject plug with a weatherproof cover. The cover shall be spring loaded to close, preventing water from entering when the shoreline is not connected.

The unit shall be completely sealed to prevent road dirt contamination.

A solenoid wired to the vehicle's starter shall be energized when the engine is started. This shall instantaneously drive the plug from the receptacle.

An internal switch shall be provided to disconnect the load prior to ejection to eliminate arcing of the connector contacts.

The shoreline shall be connected to the battery charger/compressor.

The color of the shoreline cover shall be yellow.

The shoreline shall be located on the forward section of the driver's side rear wheel well.

LOAD MANAGER

A Kussmaul Load Manager 2 shall be installed on the apparatus. The load manager shall monitor the 12-volt system of the vehicle while the parking brake is engaged. It shall sequentially shut down two (2), individual electrical loads when the system voltage drops below a preset value. The load manager shall sequentially re-energize the electrical loads as the system voltage recovers.

The two electrical loads to be managed shall be determined.

ALUMINUM WHEELS

One (1), set of polished forged aluminum wheels shall be provided. The wheels will be aftermarket purchased and installed. The OEM tires shall be removed from the chassis, mounted, balanced and reinstalled. The set will consist of four (4), aluminum wheels. The inner rear wheels on the rear shall remain the OEM standard.

REAR TOW EYES

Two (2), tow eyes shall be installed at the rear of the apparatus. The tow eyes shall be constructed from .75" Stainless Steel plate and shall be bolted directly to the chassis frame rails with grade 8 bolts. The tow eyes shall have a 3" inside diameter eye.

The tow eyes shall be integrated with the rear bumper mounting brackets.

REAR RECEIVER HITCH

A Class IV receiver hitch shall be installed at the rear of the apparatus. The hitch assembly shall have a glossy black, pebble textured finish for protection and a pleasing appearance.

TRAILER RECEPTACLE

One (1) 7-prong trailer wiring receptacle with a weatherproof cover shall be installed at the rear of the apparatus near the receiver hitch.

REAR MUD FLAPS

Two (2), black hard rubber mud flaps shall be installed behind the rear wheels, one each side.

The EJ Metals logo shall be on each mud flap.

BACK-UP ALARM

An automatic 97 db electronic back-up alarm shall be provided at the rear of the apparatus. The alarm shall sound when the transmission is placed in reverse.

PLATES AND LABELS

The following plates and/or labels shall be provided:

A permanent plate specifying the quantity and type of fluids used in the apparatus for normal maintenance shall be affixed in the front left side driver's compartment. Where a fluid is not applicable to the unit, the plate shall be marked N/A to inform the service technician who may not be familiar with the apparatus:

APPARATUS FLUIDS	
Engine Oil	Pump Transmission Lubrication Fluid
Engine Coolant	Pump Primer Fluid
Transmission Fluid	Air Compressor System Lubricant
Drive Axle Lubrication Fluid	Generator System Lubricant
Transfer Case Fluid	Equipment Rack Fluid
Power Steering Fluid	Front Tire Cold Pressure
Air Conditioning Refrigerant	Rear Tire Cold Pressure
Air Conditioning Lubrication Oil	Other:
Cab Tilt Mechanism Fluid	Misc:

A plate indicating the overall height of the apparatus shall be installed in a location visible to the driver.

A plate indicating the maximum occupancy of the apparatus shall be installed in an easily visible location.

A plate instructing occupants to fasten safety belts shall be installed in an easily visible location.

A label shall be installed near the fuel fill to designate the chassis fuel type.

A label shall be installed at all stepping surfaces stating "Warning: Death or serious injury may result from riding on any stepping surface while the vehicle is in motion"

SEAT, REAR CREW, NON-SCBA

The apparatus cab rear bench seat shall be removed and replaced with a Bostrom non-scba Sierra model seat, PN 7542-3309F in the outboard seating position. Lower seat shall be a flip up style. Seat covering shall be grey durawear.

SUB-FRAME

An extruded aluminum sub-frame shall be installed to support the body of the apparatus. All structural members shall be constructed of 6061-T6 extruded aluminum tube for maximum strength.

Sub-frame cross members shall be constructed of 2" x 2" x 1/4" 6061-T6 extruded aluminum square tubing.

Two (2), longitudinal stringers shall be installed between the cross members and chassis frame. The stringers shall be constructed of .375" x 3" extruded aluminum flat bar and welded to each cross member. Rubber strips shall be installed between the stringers and the chassis frame.

The front of the sub-frame shall be mounted to the chassis frame using U-bolts, which allows for flexing in the chassis frame. The rear of the sub-frame shall be bolted through the upper chassis frame rail flange behind the rear axle. This mounting method provides the greatest combination of strength and flexibility, allowing for maximum body life.

60" Cab to Axle Brush Truck - 4" Header - 30° Angled Rear - Lap Doors

COMPARTMENT

FRONT SIDE

Door Frame to Door Frame	29.0"W x 56.0"H
Clear Door Opening	26.0"W x 54.5"H
Usable Area	32.0"W x 59.0"H x 22.0"D
Usable Cubic Feet	24.0
Door Type	Vertical Single

COMPARTMENT

OVER WHEEL

Door Frame to Door Frame	46.0"W x 33.0"H
Clear Door Opening	44.5"W x 30.0"H
Usable Area	51.5"W x 36.0"H x 22.0"D
Usable Cubic Feet	23.6
Door Type	Vertical Double

<u>COMPARTMENT</u>	<u>REAR SIDE</u>
Door Frame to Door Frame	23.0"W x 50.0"H
Clear Door Opening	20.0"W x 48.5"H
Usable Area	23.0"W x 53.5"H x 22.0"D
Usable Cubic Feet	15.7
Door Type	Vertical Single

<u>COMPARTMENT</u>	<u>REAR</u>
Door Frame to Door Frame	50.00"W x 38.00"H
Clear Door Opening	47.00"W x 36.50"H
Usable Area	50.00"W x 37.00"H x 118.0"D
Usable Cubic Feet	126.4
Door Type	Roll-up

SWEEP-OUT COMPARTMENTS

All compartments shall be sweep-out style unless otherwise specified.

REAR STEP

A 10" step shall be installed at the rear of the apparatus. The step shall extend the entire width of the apparatus.

The step structure shall be 3" steel channel bolted to the chassis frame. The structure shall be powder coated with a glossy black, pebble textured finish to prevent corrosion.

The step shall be covered with embossed aluminum diamond plate.

FLIP DOWN STEP

Two (2), stainless steel flip down steps shall be provided. The steps shall be welded to the drivers side and passenger's side of the rear 3.0" stainless steel bumper. The flip down steps shall have an NFPA compliant non-slip stepping surface.

REAR VERTICAL HANDRAILS

Two (2), vertically mounted handrails shall be installed at the rear of the apparatus. The handrails shall be constructed of NFPA compliant 1.25" diameter extruded aluminum with a knurled finish. The handrails shall be attached to the body with chrome stanchions.

One (1) handrail shall be installed on each side of the body.

COMPARTMENT VENTS

All body compartments shall be equipped with a louvered panel attached to a compartment wall to provide proper ventilation inside of the compartment.

COMPARTMENT DRAINS

Two (2) .25" drain holes shall be installed in the floor of each compartment. Each drain hole shall be covered to prevent road debris from entering while still allowing fluid to drain out of the compartment.

ADJUSTABLE SHELVING

Adjustable shelving shall be installed in six (6) compartment(s), for a total of nine (9) shelves. Each shelf shall be constructed of .125" 5052 aluminum with 2.0" sides and bed liner coated black for protection. Shelf tracks shall be installed on the forward and rear vertical surfaces of the compartment containing the shelving. Shelf position shall be easily adjusted using common hand tools.

Each shelf shall be rated for a 250 lb. load.

Shelving shall be installed in the following locations:

- Two (2) in the L1 side forward compartment.
- One (1) in the L2 over the wheel compartment.
- One (1) in the L3 side rear compartment.
- Two (2) in the R1 side forward compartment.
- One (1) in the R2 over the wheel compartment.
- Two (1) in the R2 side rear compartment.

PULL-OUT TRAY, ADJUSTABLE

One (1) adjustable pull-out tray(s) rated for a 500-pound load shall be provided. The tray(s) shall be bed liner coated black to protect from corrosion and damage from equipment. Shelf tracks shall be installed on the forward and rear vertical surfaces of the compartment containing the tray(s). Tray position shall be easily adjusted using common hand tools.

The tray(s) shall be installed in the L3 side rear compartment.

ROLL-OUT TRAY - (FLOOR MOUNTED)

One (1) floor mounted roll-out tray(s) rated for a 500-pound load shall be provided. The tray(s) shall be bed liner coated black to protect from corrosion and damage from equipment.

The tray(s) shall be installed in the L3 side rear compartment.

ROLL-OUT TRAY

One (1) roll-out tray(s) rated for a 750-pound load shall be provided. The tray(s) shall be bed liner coated black to protect from corrosion and damage from equipment. Each tray shall be capable of 100% extension.

The tray(s) shall be installed in the rear compartment, LS, approximately 2/3 the width of the compartment and full depth.

ADJUSTABLE TOOL BOARD - (TRAY MOUNTED)

One (1) adjustable tool board shall be installed on the apparatus. Extruded aluminum shelf tracking shall be installed at each end and the center of the tray to enable the position of the tool board to be adjusted forward and aft. Each tool board shall be constructed of .188" aluminum and have a D.A. finish.

The tool board shall be installed on the roll out tray in the rear compartment.

VERTICAL PARTITION

One (1) vertical partition shall be installed on the apparatus. The partition(s) shall be constructed of .125" aluminum.

The partition shall be installed in the rear compartment, RS, approximately 1/3 of the compartment width creating a separate storage area for vertical backboard/stokes basket storage.

BACKBOARD STORAGE

A vertical slide in backboard storage compartment shall be provided. The backboard storage compartment shall be located in the rear compartment, right side.

STOKES BASKET STORAGE

A vertical slide in stokes basket storage compartment shall be provided. The storage compartment shall be located in the rear compartment, right side.

STAINLESS STEEL FASTENERS

All fasteners used in the construction of the body or mounting of equipment shall be stainless steel.

ROLL-UP DOOR, REAR COMPARTMENT

An Amdor brand roll-up door shall be provided for the rear body compartment.

Amdor roll-up doors have the thickest doors slats available on the market. The slats shall be double-wall box frame extrusions. Door slats shall be anodized to prevent corrosion. The exterior of the slats shall be flat. The interior surface of the door shall be smooth to eliminate equipment hang-ups.

Door tracks shall be one-piece construction with an attaching flange and a finishing flange incorporated into the design. The flange design eliminates any requirement for additional trim or caulk. Each track shall have a replaceable rubber seal to prevent water and rust from entering the compartment.

The doors shall be equipped with a stainless steel, full-width lift bar latching system. A 4" counterbalance spring in the roller assembly shall assist in lifting and prevent the door from accidentally closing. The doors shall be capable of one-handed operation.

An anodized aluminum drip rail with a replaceable wiper seal shall be installed above each door.

Amdor roll-up doors can be cleaned with a pressure washer and are guaranteed to not leak.

Each door shall be provided with a proximity switch that shall indicate if the door is not closed. The proximity switch shall activate the "Do Not Move Truck" light located in the cab.

Replacement parts shall be available within 2-3 working days.

PAINTED ROLL UP DOOR

The roll up door shall be painted to match the body and chassis cab. Pierce 100 Red.

LAP DOORS

Eight (8) lap-style doors shall be provided for the following compartments: COMPARTMENTS WITH LAP DOORS.

Each door shall be of lap style design utilizing inner/outer pan construction. Both the inner and outer door panels shall be constructed of .090" 5052-H34 aluminum sheet. The doors shall be a

minimum of 1.25" thick with a full interior panel. A C-channel shall be glued between the inner and outer panels for door stiffness and strength.

A 1/4" D-style rubber gasket shall be installed on the lap section of each door. In addition, a 1/2" D-style rubber gasket shall be installed on the doorframe of the body. This gasket shall seal against the interior panel of the door, preventing road spray and debris from entering the compartment.

D-ring style polished stainless steel door handles shall be installed on each lap door. Double door compartments shall be equipped with a secondary L-handle polished stainless steel latch to secure the secondary door.

Compartment doors shall be securely attached to the body using a full-length, 3/16" pin diameter, electro-polished stainless steel hinge. The hinge shall be secured with stainless steel fasteners. Isolation tape shall be installed between the hinge and the body surface.

Vertically-hinged lap doors shall be secured in the open position by a positive door holder system. Horizontally-hinged lap doors shall be secured in the open position with chains protected by heat shrink tubing.

BODY ROOF SURFACE

The body roof, including the tops of all compartments, shall be covered with .125" embossed aluminum diamond plate. The roof surface shall be bent downward over the sides of the body.

FENDERETTES

Bright anodized aluminum fenderettes shall be installed in the wheel wells of the apparatus body.

FENDER LINERS

Black plastic (HDPE), fender liners shall be installed in the body wheel wells and attached with stainless steel fasteners. The liners shall be removable for body access during maintenance.

RUB-RAILS

Extruded aluminum rub-rails shall be installed on the body to minimize damage to the body and doors in the event of a collision. The rub-rails shall be mounted horizontally below the compartment doors. The rub-rails shall be spaced 3/8" from the body with nylon spacers.

DIAMOND PLATE - (FRONT BODY SURFACE)

The entire front surface of the apparatus body shall be covered with .100" bright aluminum diamond plate.

12 VOLT SYSTEM SPECIFICATIONS

The following specifications describe the 12 volt electrical system on the specified fire apparatus. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses, and other electrical components.

The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest federal DOT standards, and the requirements of NFPA 1901 or 1906 (as applicable).

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. Wiring, wiring harnesses, and insulation shall be in conformance to applicable SAE and NFPA standards. Wiring harnesses shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

Wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall utilize large rubber / plastic grommets where wiring passes through metal panels.

All connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

All electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. The main body junction panel shall house automatic-reset breakers and relays (as required).

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every 4 inches by either color coding or permanent marking with a circuit function code identified on a reference chart or

electrical wiring schematic per requirements of applicable NFPA 1901 or 1906 standards (as applicable).

Electrical circuits shall be provided with low voltage over-current protective devices. These devices shall be accessible and located in required terminal connection locations or weather-resistant enclosures. Over-current protection shall be suitable for electrical equipment, automatic reset type, and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of the maximum current for which the circuit is protected.

The electrical system shall have the following features:

- The electrical wiring shall be harnessed or be placed in protective loom.
- Heat shrink material and sealed connectors shall be used to protect exposed connections.
- Holes made in the roof of the apparatus shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in the component.
- A sufficient length of wiring shall be provided behind any electrical appliance to allow the device to be pulled away from the panel for inspection and/or service work.

All electrical equipment switches shall be mounted on a switch panel in the cab convenient to the operator. Warning light switches shall be of the rocker or paddle type. For easy night-time operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function by backlighting or panel light.

WIRING DIAGRAMS

Electrical wiring diagrams of the specific apparatus shall be furnished with the completed apparatus.

ELECTRICAL LOAD ANALYSIS

The apparatus shall have a load analysis completed prior to the delivery of the unit. A copy of the load analysis shall be supplied with the vehicle at the time of delivery. A load test shall be performed in accordance with NFPA requirements.

ALTERNATOR NFPA TESTING

The apparatus low voltage electrical system shall be tested and certified by the apparatus manufacture. The certification shall be provided with the apparatus.

The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

TEST #1 - (RESERVE CAPACITY TEST)

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

TEST #2 - (ALTERNATOR PERFORMANCE TEST AT IDLE)

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

TEST #3 - (ALTERNATOR PERFORMANCE TEST AT FULL LOAD)

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.7 volts DC for a 12 volt system, for more than 120 seconds, shall be considered a test failure.

LOW VOLTAGE ALARM TEST

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At time of delivery, documentation shall be provided with the following information:

- Documentation of the electrical system performance test
- A written load analysis of the following;
- Nameplate rating of the alternator

- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

SWITCH PANEL

Two (2) six (6) place switch panel shall be installed in the chassis cab to control the emergency lighting package. All switches shall be rocker type with integral indicator lights to show when the light being controlled is energized. All switches shall be appropriately identified by a back-lit indicator.

See customer approval drawing for switch positions and panel lay-out.

SWITCH PANEL

A four (4) place switch panel shall be installed in the chassis cab to control the emergency lighting package. All switches shall be rocker type with integral indicator lights to show when the light being controlled is energized. All switches shall be appropriately identified by a back-lit indicator.

LOW VOLTAGE ALARM

A Kussmaul model 091-85-12, low voltage alarm shall be provided. There shall be both an audio and visual indication when the system voltage drops below the 11.8 VDC pre-determined level, as specified by NFPA 1901.

The audio alarm shall consist of 2900Hz slow pulse tone @ 88dBA. The visual indicator shall be a 5/16" red led light. The two (2), indicators shall be marked "LOW 12Vdc VOLTAGE"

Both Audio and Visual indicators shall be mounted in the cab center console.

TIRE PRESSURE MANAGEMENT

There shall be a TIRE WATCH LED tire pressure management alert system provided that shall monitor each tire's pressure. A chrome plated brass sensor shall be provided on the valve stem of each tire for a total of six (6).

The sensor shall calibrate to the tire pressure when installed on the valve stem for pressures between 20 and 120 psi. The sensor shall activate an integral battery operated LED when the pressure of that tire drops eight (8), psi.

Removing the cap from the sensor shall indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED shall immediately start blinking.

FMVSS LIGHTING - (REAR)

The following FMVSS lighting shall be provided:

Two (2) Truck Lite Model 44 red 4" round LED stop/tail lights shall be provided.

Two (2) Truck Lite Model 44 amber 4" round LED turn lights shall be provided.

Two (2) Truck Lite Model 40 4" round reverse lights shall be provided.

CLEARANCE LIGHTS

Four (4), RED LED clearance lights shall be installed at the upper rear corners of the apparatus body. One (1), pair of lights shall be facing the rear of the apparatus one each side. One (1), pair of lights shall be facing the side of the apparatus one each side.

Four (4), AMBER LED clearance lights shall be installed at the upper front corners of the apparatus body. One (1), pair of lights shall be facing the front of the apparatus one each side. One (1) pair of lights shall be facing the side of the apparatus one each side.

IDENTIFICATION LIGHTS

Three (3), RED LED identification lights shall be installed at the rear of the apparatus, as close to the vertical center line as possible. The center spacing shall be no less than six (6) inches, and no more than twelve (12) inches.

LICENSE PLATE BRACKET

A license plate bracket shall be installed at the rear of the apparatus. An LED light shall be provided above the bracket.

NFPA LIGHTING PACKAGE

The following warning light package includes all of the minimum warning light and actuation requirements for the current version of the NFPA 1901 Fire Apparatus Standard. The following lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" as noted.

The warning light system shall be certified by the light system manufacturer, to meet all of the requirements in the current version of the NFPA 1901 Fire Apparatus Standard. The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

12-VOLT DISTRIBUTION BOX (NON-MULTIPLEXED, HARD WIRED)

A 12-volt distribution box containing the lighting package control components such as relays, circuit breakers, and flashers shall be installed . The box shall be constructed of smooth aluminum. A removable aluminum cover shall be installed to protect the components and allow for easy access.

LIGHT BAR

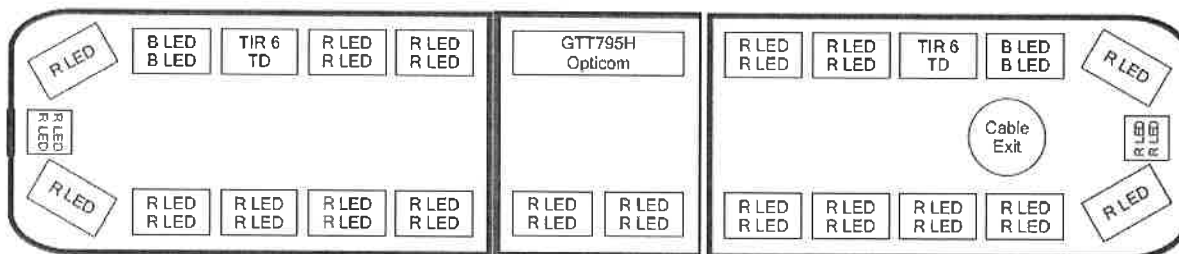
One (1), Whelen 60", Freedom IV LED light bar shall be provided. All lenses on the light bar shall be clear.

The light bar shall consist of the following elements:

- Four (4), forward facing RED, LED modules.
- Two (2), forward facing BLUE, LED modules
- Two (2), forward facing WHITE, LED TIR take down modules.
- One GTT795H center mounted Opticom emitter.
- Two (2), 45° forward facing RED, LED modules.
- Two (2), 45° rear facing RED, LED modules.
- Two (2), side facing RED, LED short modules.
- Ten (10), rear facing RED, LED modules.

The light bar shall be mounted: On the light bar mount provided with the UHP gull wing skid assembly.

Configuration



FRONT LOWER WARNING LIGHTS

Two (2), Whelen M2 series Super LED warning lights shall be installed on the front grille of the chassis. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel.

The lens color shall be clear with red LED's.

FRONT LOWER WARNING LIGHTS

Two (2), Whelen M2 Super LED warning lights shall be installed. The dimensions of the lights shall be 3.65" x 2.07". Each light shall be mounted in a chrome bezel. The lights shall be controlled by a switch in the cab instrument panel.

The lens color shall be clear with red LED's.

The lights shall be installed on the front fenders of the chassis, one each side.

SIDE LOWER WARNING LIGHTS

Two (2), Whelen M4 Super LED red warning lights shall be installed. Each light shall be mounted in a chrome bezel. The lights shall be installed near the rear wheel wells.

The lens color shall be clear with red LED's.

BEACONS

Two (2), Whelen Model L360, L31HRFN LED beacons shall be installed on the upper rear corners of the apparatus. The beacons shall be controlled by a switch located at the cab control panel.

Lens colors shall be red.

REAR LOWER ZONE WARNING

Two (2), Whelen M4 series Super LED lights shall be installed on the lower rear of the body. Each light shall be mounted in a chrome flange.

The lens color shall be clear with red LED's.

TRAFFIC ADVISOR

A Whelen model TAM65, two piece traffic advisor shall be installed at the rear of the apparatus. The traffic advisor shall contain six (6) lamps total and each section shall be approximately 23" in length. The control head for the traffic advisor shall contain and LED display which duplicates the visual pattern of advisor.

The controller for the traffic advisor shall be located in the cab console. The traffic lights shall be located one per side of the rear body, as high as possible, surface mounted.

SIREN

A Whelen model 295SLSA1 200-watt output electronic siren shall be installed in the cab. The siren shall be controlled by the "Horn Button" and have "Hands Free" (NFPA) operation as well as manual.

The siren shall have the following features:

- Radio rebroadcast
- Public address
- Manual
- Wail
- Yelp
- Air-horn sound
- Piercer
- Hard-wired microphone

SIREN SPEAKER

One (1), Whelen Model SA315P 100-watt siren speaker kit shall be installed on the apparatus. Speaker shall have a black composite construction.

BACKUP CAMERA

130° CAMERA WITH 18 INFRARED ILLUMINATORS & 7" DIGITAL MONITOR

A Fire Research inView™ TrueSight™ model BCA111-A00 kit shall include: (1) one 130° camera with 18 infrared illuminators and (1) one 7" digital monitor.

The 130° Camera shall include the following features: SONY® Color CCD Sensor, 250,000 pixels for Picture Elements and Gamma Correction with R=0.45 to 1.0. Camera shall have Mirror Image capability. (1) One 66 ft. Extension Cable shall be included for the camera. (1) One Screw Kit shall be provided for camera installation. The camera shall have a built-in high

gain microphone. The Image Sensor shall provide 600 TV Lines PAL: 500(H) *582(V), NTSC: 510(H) *492(V). The 2.1MM Lens shall have a 130° Viewing Angle. The Waterproof rating shall be IP69K. The 130° Camera shall include an Internal Synchronization Sync System. Infrared Distance shall be 50 Ft. (18 Infrared IR). The Usable Illumination shall be 0 Lux (with IR ON). The Power Source shall be DC 12V (+/-10%). Signal-to-Noise ratio (S/N Ratio) shall be rated for higher than 48DB. The Electronic Iris rating shall be 1/50, 1/60-1/100,000 seconds. Video Output rating shall be 1VP.P 75 The IR Switch Control shall have a CDS Automatic Control. Vibration and Impact Rating shall be 20G/100G. The Operating and Storage Temperature ratings both shall be -40°F ~ +176°F / RH 95% Max.

The model BCA111-A00 kit shall also include (1) one **7" TFT LCD Digital Color Monitor**. The specifications shall be as follows for the monitor:

- Dot Resolution: 800 x 3 (RGB) x 480
- Display Format/Contrast: 16:9 / 500:1
- Display Brightness: 400 CD/m²
- Viewing Angle: U:50° D:60° L/R:70°
- 3 Channel Video Input
- 1 VP-P, 75
- Power Supply DC 12V-24V (+/-10%)
- Power Consumption 5W
- Operating Temperature: -22°F ~ +176°F
- Video System: Auto NTSC/PAL
- Overall Dimensions: 7" (L) x 5" (H) x 1" (D)
- Weight: 400G
- Vibration Rating: 5G
- Dot Pitch: 0.192 (H) x 0.1805 (V)
- Internal Sync System

Location of the 130° camera with 18 infrared illuminators and 7" digital monitor shall be in the cab IPO of the windshield mounted rear view mirror.

REAR SCENE/FLOOD LIGHT

Two (2) Whelen Pioneer™ SlimLine™ series Model # PSL1R5 shall be provided. The 35 watt DC +12v SlimLine Pioneer single light-head configuration shall incorporate 12 white Super-LED® with a TIR reflector installed in a white die-cast powder coated aluminum housing. The PSL1R5 shall have a standard 8° spot light lens with the ability to change to a 40°x 20° flood lens provided with the SlimLine Pioneer. The PSL1R5 shall include a white aluminum alloy 15°

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recess mount and a chrome trim ring with mounting hardware. The SlimLine Pioneer light shall have 3,600 usable lumens.

A cast aluminum alloy lens retainer with a liquid injected silicone gasket shall protect against environmental conditions. The hard coated lenses shall provide extended life/luster protection against UV and chemical stresses. The PSL1R5 shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. The PSL1R5 shall have extended LED operation with low current consumption and low operating temperature. Two breathable membrane patches shall be installed to the bottom of the housing to maintain a consistent internal pressure. The PSL1R5 shall be furnished with a 6' 2/C 18GA unterminated cable. The PSL1R5 is covered by a five year factory warranty.

Voltage: +12v DC

Size: H=6.34", W=9.88", D=2.0"

Amp Draw: Spot Light = 3 Amps

Lens Color: Clear

LED TELESCOPIC FLOOD LIGHT

PIONEER FLOOD LIGHTHEAD WITH POLE/PEDESTAL MOUNT

Whelen Pioneer Plus™ Model # PFH1P shall be provided. The 75 watt +12v DC Pioneer light head shall incorporate Super-LED® single flood light installed in a die-cast white powder coated aluminum housing. The PFH1P configuration shall consist of 18 clear Super-LEDs with a clear optic collimator/metalized reflector assembly, and a clear non-optic polycarbonate lens. The flood light shall be installed with a pole/pedestal adaptor with a 1 1/8" adjustable sleeve, junction box, and a large anodized aluminum alloy ergonomic knob at the knuckle. The PFH1P shall be installed with a black fiberglass enforced polycarbonate handle. The Pioneer flood light shall have 8,875 usable lumens.

The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The PFH1P shall be vibration resistant. The Pioneer™ PC boards shall be conformal coated for additional protection. Two breathable membrane patches shall be installed to the bottom of the housing to maintain a consistent internal pressure. The PFH1P shall have extended LED operation with low current consumption and low operating temperature.

The PFH1P shall be furnished with a 6" non-terminated pigtail in the junction box. The PFH1P will have the ability to mount on a 1 1/8" diameter pole and is secured by four set screws. Adapters are available for retro fitting to FRC and Havis/ROM poles. The PFH1P is covered by a five year factory warranty. Pole and pedestal mount options are purchase separately.

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Voltage: +12v DC

Size: H=9.75", W=10.81", D=6.06"

Amp Draw: Spot Light = 6.50 Amps

Lens Color: Clear

The light heads shall be mounted in pole assembly #86930WB3 2" side mount with cradle & sensor. Bottom mount push-up 12" outer body, 57 silver with 4C internal input wire.

COMPARTMENT LIGHTING

Amdor Luma-Bar LED lighting shall be provided in each compartment. This lighting system shall consist of flush-mount LED lights mounted in a clear PVC tube, offering 120-degree illumination. There shall be two (2) LED light strips per compartment, mounted vertically on either side of the door opening.

The lighting shall be activated by a door switch in the roll-up door.

STEP LIGHTS

Two (2), Technique LED step lights shall be provided at the rear of the apparatus body. The lights shall be located LOCATION.

The step lights shall be activated when the chassis transmission is placed in the "PARK" position.

PERIMETER LIGHTING

Six (6), 4" round LED perimeter lights shall be provided below the body and chassis. Each light shall have a clear lens and shall be mounted on a bracket, angled downward, beneath the apparatus to provide lighting under and around the apparatus. The lights shall be mounted as follows:

- Two (2), lights under the chassis steps.
- Two (2), lights under the front side portion of the body, one each side.
- Two (2), lights under the rear step of the body, one each side.

The perimeter lights shall be activated when the chassis transmission is placed in "PARK" position.

PAINT

The body of the apparatus shall be painted Pierce 100 Red.

Product, Seven (7), year system:

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Pigmented wash primer
Urethane Primer
Polyurethane Basecoat
Urethane Clear

Polyurethane 3.5 VOC Basecoat designed to produce ultimate durability with the wet look appearance. 3.5 VOC Urethane Clear coat is a premium-quality urethane. The clear coat offers gloss and durability features that meet the demands of the Fire and Emergency markets.

The body shall be wet sanded, buffed and polished.

A container of touch-up paint shall be provided for each color used.

PAINT CHASSIS TO MATCH BODY

The entire chassis cab shall be painted to match the apparatus body. The paint color shall be COLOR.

AKZONOBEL FLEET & COMMERCIAL VEHICLE REFINISH LIMITED WARRANTY

This Limited Warranty is dated ____/____/____ and is between AkzoNobel and AkzoNobel Fleet and Commercial Vehicle Refinish Customers.

The customer is purchasing a Coating System from AkzoNobel for refinish application on the commercial vehicles. This Limited Warranty is dependent on the Coating System being applied in accordance with the current published Technical Data Sheets for the specific products that make up the Coating System.

AkzoNobel and the customer therefore agree as follows:

1. Limited Warranty. AkzoNobel hereby warrants to the Customer that from the Commencement Date ("Warranty Period"), there will be no degradation below the "Performance Standards". The "Commencement Date" is defined as the date that the Coating System application is completed. *After the Warranty Period, AkzoNobel no longer warrants the Coating System and the customer agrees that it can obtain no compensation for defect or deterioration after the expiration of the Warranty Period.*

Clearcoat systems will have a limited warranty period of **7 years**.

Performance Standards

- Loss of gloss below the following specification;
- For the first 5 years the gloss will not fall below sixty gloss units.
- For the remaining 2 years the gloss will not fall below 40 gloss units.
- Gloss measurements will be taken at twenty (20) degree geometry.
- Loss of color greater than the following specification;
- For the first 5 years color shift will be no greater than a Delta E of 3.
- For the remaining 2 years the color shift will be no greater than a Delta E of 6.
- Cracking of the paint system as set defined by ASTM D661-86, rating of six (6) or lower.
- Loss of adhesion of the applied coating system to existing substrate resulting in appearance below the standards defined by ASTM D1654-79A, table two (2), rating 6 or lower.

Topcoat (no Clearcoat) systems will have a limited warranty period of **5 years**.

Performance Standards

- Loss of gloss below the following specification;
- For the first 3 years the gloss will not fall below sixty gloss units.
- For the remaining 2 years the gloss will not fall below 40 gloss units.
- Gloss measurements will be taken at twenty (20) degree geometry.
- Loss of color greater than the following specification;
- For the first 3 years color shift will be no greater than a Delta E of 3.
- For the remaining 2 years the color shift will be no greater than a Delta E of 6.
- Cracking of the paint system as set defined by ASTM D661-86, rating of six (6) or lower.
- Loss of adhesion of the applied coating system to existing substrate resulting in appearance below the standards defined by ASTM D1654-79A, table two (2), rating 6 or lower.

2. Application Not Warranted. For this Limited Warranty to remain valid, all surface preparation and coating applications of the Coating System must be performed strictly in accordance with current published Technical Data Sheets and any additional specification AkzoNobel supplies to the Customer before or during the application. AkzoNobel does not warrant the workmanship or conduct of any third-party contractor or applicator, and AkzoNobel shall not be responsible for damages, failure or deteriorations in the Coating System resulting, directly or indirectly, from faulty workmanship in any inspection, application (during surface preparation), installation or maintenance of the Coating System by any third-party contractor or applicator, or any other person or entity.

3. Exclusive Remedies. THE CUSTOMER'S SOLE CAUSE OF ACTION AGAINST AKZONOBEL ARISING OUT OF THE USE OF THE COATING SYSTEM SHALL BE

A CLAIM FOR BREACH OF THIS LIMITED WARRANTY AND THE CUSTOMERS SOLE REMEDY SHALL BE DESCRIBED IN THIS SECTION. The customer waives all other causes of action for breach of this warranty, including product liability or other common law claims and any claims under state law. Akzo Nobels sole liability and the Customers sole remedy for breach of this Limited Warranty, or any defect, deterioration or failure of the Coating System, shall be as follows:

a. TO REPLACE THE COATING SYSTEM: AkzoNobel shall provide the Customer, free of charge, a sufficient quantity of Coating System(s) materials necessary to recoat the areas where any such defect, deterioration or failure of the Coating System occurred (the “Defective Areas”). The Warranty Period defined above *shall not* be extended by the provision of replacement Coating Systems.

b. TO COMPENSATE FOR APPLICATION COSTS: AkzoNobel shall reimburse the Customer for the 100% of cost for applying the replacement Coating System which shall be calculated by multiplying an hourly labor cost by the number of hours required to repair the Defective Areas and shall not include supervisory labor or overhead costs.

c. MAXIMUM TOTAL LIABILITY: AkzoNobels total liability to the Customer under this Limited Warranty and, in particular, section 4(a) and 4(b) (whether from a single claim or a series of claims) shall not exceed the total price the Customer paid for the applied coatings and the labor cost charged to the vehicle owner.

d. In no event shall AkzoNobel be liable to the Customer for any indirect, consequential, special, incidental, punitive or contingent damages, or costs of litigation or loss relating to the Customers purchase or use of the Coating System.

4. FURTHER EXCLUSIONS. This Limited Warranty specifically excludes all Coating System failures that result from:

a. Causes beyond the control of AkzoNobel, including welding, or other heating, mechanical, electrical or electrolytic damage or malfunction, settling, warping or other failure of the surface to which the Coating System is applied, or any other condition that develops between the coating and the substrate;

b. Improper cleaning or maintenance or use of other cleaning or other solvents, chemicals or fluids not approved by AkzoNobel in writing;

c. Abrasion, collision or similar impact with the Coating System or other vehicles

d. Environmental pollution, vandalism or other malicious damage, Acts of God or adverse weather;

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e. Severe microclimates

f. Any deterioration in or of the Vehicles caused by electro-chemical action or reaction arising from the presence of metals in the Coating System or elsewhere which are cathodic to the metal(s) compromising the Vehicles;

g. The use of any paint or coating not manufactured by AkzoNoble; or

h. The failure to comply with any provision of this Limited Warranty or its Appendices.

5. Any repair or attempted repair by the Customer or its agents or representatives of any Coating System shall render this Limited Warranty void, unless such repair is carried out in accordance with AkzoNobels written instructions. All repairs or replacement hereunder must be carried out as soon as practicable; AkzoNobel does not assume any liability for delay incurred in connection with such repair or replacement.

6. This Limited Warranty may not be amended without the written consent of both parties.

7. All supplies of the Coating System or any component thereof shall be subject to AkzoNobels standard terms and conditions of sale. In the event of any inconsistency or conflict between this Limited Warranty and AkzoNobels standard terms and conditions of sale, this Limited Warranty shall govern and take precedence. Any money that AkzoNobel owes to the Customer pursuant to this Limited Warranty will be decreased by the outstanding balance the Customer owes to AkzoNobel for products purchased.

8. THE CUSTOMER ACKNOWLEDGES THAT THIS LIMITED WARRANTY HAS BEEN READ AND FULLY UNDERSTANDS ITS TERMS AND CONDITIONS.

APPENDIX 1

AkzoNobel Commercial Vehicle Limited Warranty Notice Provision, Claims and Dispute Resolution Procedure

1. Notice Provision

a. All notices, requests, demands or other communications to or upon the respective parties shall be made in writing to the following address;

(i) To AkzoNobel: 3587 Parkway Lane,

(ii) To the Customer: [INSERT ADDRESS]

2. Claim Procedure

a. Any claim by the Customer under this Limited Warranty must be submitted in writing within the Warranty Period and within (i) thirty days of the detection by the Customer of or (ii) thirty

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days following the date the Customer reasonably should have first noticed, whichever is sooner, any failure warranted herein (the "Notice Period") to AkzoNobel at the address listed above.

(i) In the written claim, the Customer shall set forth in reasonable detail the nature of the failure and the circumstances under which it was discovered, including the date of detection.

(ii) If the written claim is received after the expiration of the Notice Period or the Warranty Period, whichever is sooner, the Limited Warranty will be void with respect to the alleged failure.

b. Upon request of AkzoNobel, the customer shall make the Vehicles available for inspection by AkzoNobel and its respective agents and representatives, within 7 days following the request.

c. The Customer shall make available to AkzoNobel records showing the environment to which all areas of the Vehicles have been exposed since the initial coating application, including without limitation surface treating, washing and cleaning procedures, heating cycles and other data that AkzoNobel may request to ascertain whether proper maintenance and servicing of the Vehicle occurred.

d. The acceptance of any claims by AkzoNobel shall be effective only if AkzoNobel communicates such acceptance to the Customer in writing.

e. AkzoNoble agrees to provide written acceptance or rejection of a claim within a reasonable time period following receipt of the written claim described in Section 2(a) above. Costs associated with repairing or recoating the Vehicles will not be reimbursed if the Customer repairs or recoats the Vehicles prior to receiving written acceptance of the claim.

3. Dispute Resolution Procedure

If a dispute arises from or relates to this Limited Warranty and if the dispute cannot be settled through negotiation, the parties agree that any controversy or claim arising out of or relating to this Limited Warranty shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The place of the arbitration shall be

Each party is signing this Limited Warranty on the date stated below that party's signature.

AKZONOBEL

Distributor

Customer

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: _____
Date: _____

COMPARTMENT INTERIOR FINISH, SPATTER PAINT

The interior of all compartments shall be spatter painted a gray color.

BODY UNDERCOATING

The underside of the apparatus body shall be sprayed with a black finish undercoating before being mounted on the chassis.

GRAPHICS PACKAGE, CUSTOM

A custom graphics package shall be supplied and installed on the apparatus per the department's request, Olathe KS, Fire & Rescue. Details of graphics are as follows;

- 20 feet 6" White Scotchlite
- 40 feet 1" OAW Gold Scotchlite w/ 0.25" printed Black border - laminated
- (2) - 13" x 17" Scotchlite cab Door Seal - laminated
- (2) - 5.75" H Gold Scotchlite lettering w/ printed Black outline & right hand drop shade "CLASS 1 ISO" - laminated
- (2) - 5.75" H Scotchlite Star of Lives (Rt. Slant) - laminated
- (2) - 2" H #75 Blue Scotchlite lettering (Rt. Slant) "PARAMEDIC" & "NURSE PRACTITIONER"
- (2) - 5" H Transparent Blue printed (to match #76 Lt. Blue as close as possible) lettering w/ White Scotchlite outline "Sxx"
- (1) - 21" x 27.5" Scotchlite rear roll up Door Seal (pre-cut for slats)
- 20 feet 6" 983-72 Red Diamond Grade Conspicuity striping
- 20 feet 6" 983-23 Fl. Yellow-Green Conspicuity striping

All graphics that are in/on/through the striping will be applied as a separate layer.

All graphics that are printed will be laminated, all graphics not being printed will not be.

The xx noted in the Sxx text is a TBD number.

REFLECTIVE STRIPE - (CHASSIS DOORS)

A red / white reflective stripe shall be applied to the lower interior surface of each chassis door to provide visibility when the door is in the open position.

DEPARTMENT LOGO - (CAB DOORS)

The logo of the fire department shall be applied to both cab doors.

LOOSE EQUIPMENT

The following loose equipment shall be included with the apparatus:

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts, and washers, as used in the construction of the unit.

One (1), 3.50 oz. tube of ECK (Electrolysis Corrosion Kontrol), grease.

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts, and washers, as used in the construction of the unit.

One (1), 3.50 oz. tube of ECK (Electrolysis Corrosion Kontrol), grease.

One (1) DOT approved first aid kit

One (1), pair of Zico AC-32 wheel chocks with mounting brackets. The wheel chocks shall be shipped loose or mounted at final inspection as directed by the customer.

One (1) 2.5 lb ABC DOT approved fire extinguisher

WARRANTY

EJ Metals, Inc. shall warranty the complete apparatus against defects in material and workmanship for a period of **One (1), year** after the delivery date.

For the purposes of this warranty, the delivery date is defined as the date when the apparatus leaves the EJ Metals, Inc. facility; 1201 Maple Creek Lane, New London, Wisconsin 54961.

WARRANTY

E.J. Metals Inc. shall warranty the complete apparatus against defects in material and workmanship for a period of one (1) year after the delivery date.

20-YEAR BODY WARRANTY

The body and sub-frame assembly shall be warranted against defects in material and workmanship for a period of **Twenty (20), years** from the date of delivery.

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TERMS

Upon order confirmation a construction deposit of 50% of the purchase price is required with the remaining 50% due at the time of vehicle pick-up.

The down payment for the apparatus shall be made at the time of the contract signing. The balance of the contract plus any alterations shall be payable upon the pick-up of the finished unit.

Upon final payment, EJ Metals, Inc.,
"Statement of Origin" or the necessary
required for title application.

shall furnish the purchaser a
validated documents



EJ METALS INC.

1201 Maple Creek Lane
New London, WI. 54961

Phone: 920-779-9913
Fax: 920-779-9914

Specifications Authorization

Dealer: **Conrad Fire Equipment**

Customer: **Olathe Emergency Services, Olathe KS**

Prior to construction of the apparatus, this (Specifications Authorization) form shall be signed by authorized personnel, and returned to the factory (E.J. Metals, Inc.) via the fax number above.

Construction of the apparatus shall **NOT** commence until the approved and signed Specifications Authorization form is returned to the factory, (E.J. Metals, Inc.).

The apparatus will be constructed to the specifications outlined in the preceding pages that were approved and signed. E.J. Metals, Inc. reserves the right to substitute components/parts as needed, due to availability, excessive lead time, quality issues, or incompatibility.

Any changes to the specifications **AFTER** they have been approved and signed, shall be subject to additional Material, Labor and/or Administrative charges.

The signed Specifications Authorization form, shall become an integral part of the final contract, and shall be kept on file at the factory, (E.J. Metals, Inc.) for future reference.

Olathe KS, Squad/light rescue

TERMS: The final payment transaction for the apparatus / equipment must be made prior to the unit leaving EJ Metals, Inc.

Authorizing Signature(s):

Dealer Representative: _____ (print)

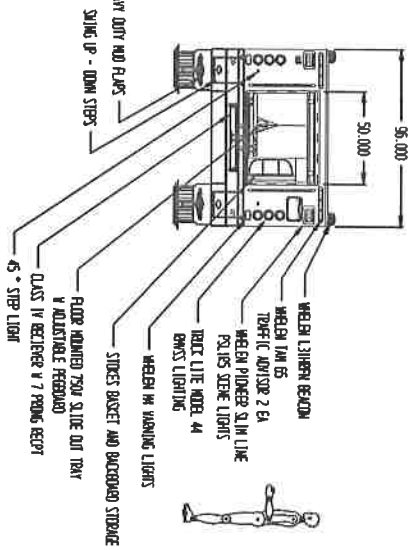
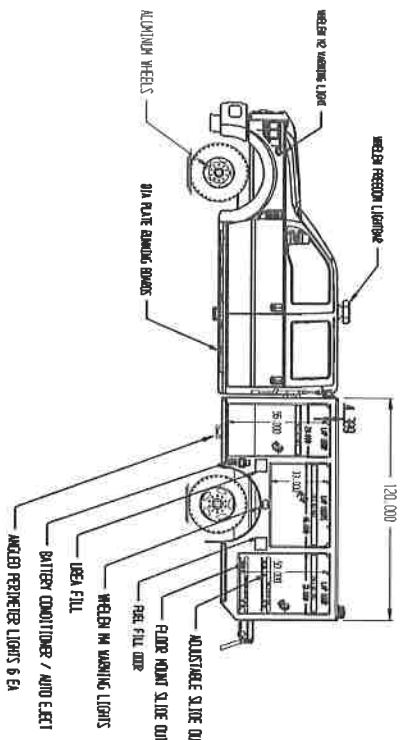
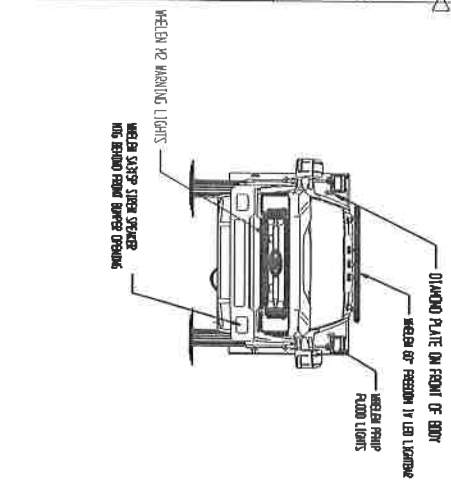
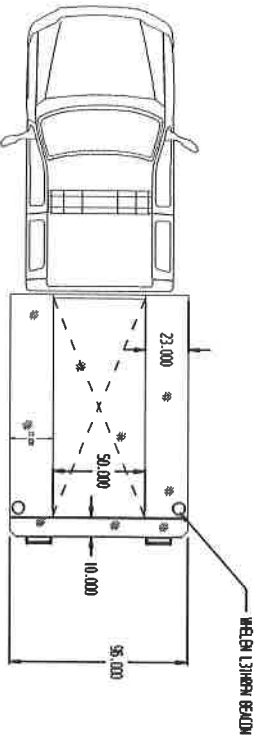
Dealer Representative: _____ (signature) Date: _____

Optional Signature(s):

Department Representative: _____ (print)

Department Representative: _____ (signature) Date: _____

E.J. Metals, Inc. Representative: _____ Date RCVD: _____



FILE NAME:



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Acceptance of bids and consideration of award of contracts to Edwards Chemicals, Inc, Commercial Aquatic Services, Inc., and Hawkins, Inc. for swimming pool chemicals for the Parks & Recreation Department.

ITEM DESCRIPTION:

Acceptance of bids and consideration of award of contracts to Edwards Chemicals, Inc, Commercial Aquatic Services, Inc., and Hawkins, Inc. for swimming pool chemicals for the Parks & Recreation Department

SUMMARY:

On March 21, 2019, three (3) bids were received for swimming pool chemicals for the Parks & Recreation Department. The chemicals are used to treat water at each of the City's public swimming pools and at the Community Center.

Staff recommends award as follows:

Item# 1 - Commercial Aquatic Services, Inc.

Items# 2, 4, & 5 - Hawkins, Inc.

Item# 3 - Edwards Chemicals, Inc.

Staff recommends award of three (3) year contracts with an option for two additional one-year renewal periods.

Three (3) Olathe vendors were notified of the bid, of which one (1) responded. The remaining Olathe vendors do not provide the commodities being requested.

FINANCIAL IMPACT:

Estimated annual expenditures are \$75,000 annually. Expenses will be charged to the water treatment chemical accounts within the Recreation Fund.

ACTION NEEDED:

Award of contracts to Edwards Chemicals, Inc, Commercial Aquatic Services, Inc., and Hawkins, Inc. for swimming pool chemicals for the Parks & Recreation Department.

ATTACHMENT(S):

A. Bid Tabulation

					Edwards Chemicals, Inc Elwood, KS		Commercial Aquatic Services, Inc Olathe, KS		Hawkins, Inc. Rosenville, MN	
Item No.	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Calcium Hypochlorite Tablets, NSF listed, 65% available chlorine by weight, 0.4% scale inhibitor by weight (2-phosphono- 1,2,4-tricarboxylic acid, sodium salt); each tablet 32 mm x 19 mm x 13 mm; Pulsar or approved equivalent for the Arch Chlorination System, 50 lbs. per container	State the size of the container you are bidding in the notes section	30000	pound	\$0.00	\$0.00	\$2.18	\$65,400.00	\$0.00	\$0.00
2	Muratic Acid, 15 gal/140 lb. drums Brand	State the size of the container you are bidding in the notes section	15000	pound	\$0.38	\$5,700.00	\$0.00	\$0.00	\$0.35 pH Down Lo	\$5,250.00
3	Sodium Bicarbonate, 50 lb. bags	State the size of the container you are bidding in the notes section	1000	pound	\$0.32	\$320.00	\$0.00	\$0.00	\$0.38	\$380.00
4	Liquid Chlorine Brand	City tank size holds 500 gallons. Orders will only be placed for approximate quantities needed	1700	gallon	\$1.65	\$2,805.00	\$0.00	\$0.00	\$1.45 Azone 15	\$2,465.00
5	Liquid Chlorine Brand	15 Gallon Carboy	30	gallon	\$1.75	\$52.50	\$0.00	\$0.00	\$1.45 Azone 15	\$43.50
					\$8,877.50		\$65,400.00		\$8,138.50	

Recommended Award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Rush Truck Centers of Kansas, Inc. for the replacement of a cab and chassis for the Solid Waste Division of Public Works.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Rush Truck Centers of Kansas, Inc. for the replacement of a cab and chassis for the Solid Waste Division of Public Works

SUMMARY: On February 28, 2019, five (5) bids were received for a Model 2020 Hino 195 cab and chassis for the Solid Waste Division. The truck will be used to pick up refuse from residences that are missed during normal refuse collection, for special refuse pickup from elderly and handicapped residents, and for refuse collection in areas where access is limited due to its smaller size.

This cab and chassis replaces 02-06-0620. The mini-packer body will be transferred to the new cab and chassis.

Staff recommends award to Rush Truck Centers of Kansas, Inc under the local preference standard in the Municipal Code 3.50.140.

The cab and chassis are fully amortized and are being replaced as part of the replacement process. The vehicle has paid \$72,849 through lease fees into the VERF.

48 vendors were notified of this solicitation, seven (7) of them are local. Of the local vendors, five (5) do not supply this type of vehicle and two (2) submitted bid responses.

FINANCIAL IMPACT:

\$50,350.00 from the Vehicle and Equipment Replacement Fund.

ACTION NEEDED:

Acceptance of bid and consideration of award on contract to Rush Truck Centers of Kansas, Inc.

ATTACHMENT(S):

A. Bid Tabulation

City of Olathe, Kansas
 IFB #19-0035 - Hino Cab-Over Vehicle
 February 28, 2019 - 9:00 AM

				Westfall GMC Truck Inc Kansas City, MO		Rush Truck Center- Kansas City Olathe, KS		MHC Kenworth Kansas City, MO	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Price for HINO Cab-Over vehicle	1	each	\$ 49,849.00	\$ 49,849.00	\$ 50,350.00	\$ 50,350.00	\$ 51,550.00	\$ 51,550.00
					\$ 49,849.00		\$ 50,350.00		\$ 51,550.00
				2019 Isuzu NRR		2020 Hino 195		2020 Hino 195	
				Unit Price	Total Price	Rush Truck Center- Kansas City Kansas City, MO			
				\$ 50,648.00	\$ 50,648.00				
					\$ 50,648.00	Unit Price	Total Price		
				2020 Hino 195		\$ 49,900.00	\$ 49,900.00		
							\$ 49,900.00		
						2019 Hino 195-N/A 3-29-19			



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Dan Fernandez, Planner II

SUBJECT: RZ19-0002: Zoning amendment for RP-3 District Applicant: Pinnacle Construction

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-12, RZ19-0002, requesting approval for a zoning amendment for the RP-3 District, The Villas of Asbury on 10.52± acres; located at 15584 and 15608 S. Church Street. Planning Commission recommends approval 7-0.

SUMMARY:

The applicant is requesting a zoning amendment to allow the building setback along the west property line to be reduced from 75 feet to a range of 65 feet to 71 feet. The subject site was rezoned to RP-3 district (RZ-31-00), and a preliminary site development plan approved in February 2001. The approved plan included a total of 180 townhome units consisting of 4-plex buildings. As part of the approval, a stipulation was included that there be a 75-foot setback from the west property line, however, the lots shown on the recorded plat encroached into the required setback. This zoning amendment will correct and address this issue and a zoning amendment is the only avenue available to revise or remove an approved stipulation.

The subject properties consist of two lots for two future 4-plex buildings that are located within the Villas of Asbury development. There are no proposed changes to density, access, parking, or the building and site design with this request. The layout and location of the two subject buildings are the same as the approved preliminary site development plan.

The 4-plexes within the development are individually platted and when Lots 15 and 16 were platted in 2001, they were located over the setback line. Staff met with the applicant to discuss alternative solutions such as reorienting the lots or building smaller 4-plexes so that the buildings don't encroach into the setback. The applicant stated that due to driveways and access drives that reorienting the lots was not an option. Also, their preference was to build 4-plexes that are similar or the same as the 4-plexes throughout the development and that would not be possible by shrinking the building footprint.

A waiver is included as part of the application to reduce the required Type 5B landscape buffer to 65 to 71 feet, or to match the reduced building setback. The Type 5B buffer is 75 feet in width with no landscaping per UDO requirements. As part of the waiver request, the applicant has agreed to plant additional trees along the west property line to fill in the gaps of the existing tree line for additional screening.

On March 25, 2019, the Planning Commission held a public hearing for the proposed zoning amendment. No one spoke for or against the proposal, but staff received an email in opposition and a letter in support of the amendment. The Planning Commission voted 7-0 to recommend approval

MEETING DATE: 4/16/2019

of RZ19-0002 with stipulations as shown in the meeting minutes.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Approve Ordinance No. 19-12 for a zoning amendment to the RP-3 District as recommended by the Planning Commission and as stipulated in the ordinance.
2. Deny Ordinance No. 19-12 for a zoning amendment to the RP-3 District.
3. Return the zoning amendment application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Ordinance No. 19-12



City of Olathe

City Planning Division

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

Application:	<u>RZ19-0002:</u> Zoning amendment for RP-3 District (The Villas of Asbury)
Location:	15584 and 15608 S. Church Street
Owner/Applicant:	Sue Engbrotten, Pinnacle Construction
Engineer:	Matt Cox, Allenbrand-Drews & Associates
Staff Contact:	Dan Fernandez, Planner II

Site Area:	<u>10.51 ± acres</u>	Existing Use:	<u>Multi-family</u>
Current Zoning:	<u>RP-3</u>	Proposed Zoning:	<u>RP-3</u>
Building Area:	<u>8 Multi-family units</u>	Plat:	<u>The Villas of Asbury LT 15 and LT 16</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning	Site Design Category	Building Design Category
Site	Mixed Density Residential	Industrial/Warehouse	RP-3	N/A	N/A
North	Mixed Density Residential	Warehouse/Office	RP-3	-	-
South	Conventional Neighborhood	Warehouse/Office	R-1	-	-
East	Conventional Neighborhood	Industrial/Warehouse	R-1	-	-
West	Mixed Density Residential	Warehouse/Office	M-2	-	-

1. Comments:

The applicant is requesting a zoning amendment to allow the building setback along the west property line to be reduced from 75 feet to a range of 65 feet to 71 feet. The subject

site was rezoned (RZ-31-00), and a preliminary site development plan approved in February 2001. The approved plan included 180 townhome units in 4-plex buildings. As part of the approval, a stipulation was included that there be a 75-foot setback from the west property line, however, the recorded plat for the townhome buildings encroached into the required setback. This zoning amendment will correct and address this issue and a zoning amendment is the only avenue available to revise or remove an approved stipulation. Additional history of the development and reason for the zoning amendment is included in Section 5 of this staff report.

2. Existing Conditions/Site Photos:

The subject properties consist of two lots for two future 4-plex buildings that are located within the Villas of Asbury development.



Site Aerial



View looking west from interior driveway

3. Public Notice:

A neighborhood meeting was held in accordance with the UDO on March 4, 2019 with approximately 47 attendees. Issues discussed included construction timeline and process, stormwater, the location of buildings and vehicle parking. The minutes from this meeting and the sign-in sheet has been included in the Planning Commission packet.

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property per *UDO* requirements. Staff received an email in opposition from a resident with concerns about how the applicant has worked with the HOA and residents of Asbury during past construction projects. The email has been included in the packet. A letter of support from the HOA has also been included in the packet for your review.

4. Site and Building Design/Development Requirements:

There are no proposed changes to density, access, parking, or the building and site design with this application. The layout and location of the two subject buildings are the same as the approved preliminary site development plan.

The approved preliminary site development plan included 1 story townhomes to be constructed of brick, stucco and fiber cement siding and include architectural features such as porches and stoops. The building permit plans will show the required material and architectural features which staff will review.

An existing row of trees is located along the west property line for screening from the adjacent industrial development. However, there are gaps in the tree line and the applicant is showing additional trees to be planted in those gaps. The number and types of trees shall be shown on a landscape plan with the submittal of building permits for the 4-plexes.

5. Building Setback Line/Zoning Amendment

The rezoning and preliminary site development plan approval included a stipulation that a 75-foot setback be established along the west property line which is adjacent to industrial zoning. This setback was shown on the approved plans and included on the Villas of Asbury plat. At the time of approval, per the UDO, the rear yard setback for a RP-3 zoned property was 15 feet if existing hedgerows or natural features provided screening.

The 4-plexes within the development are individually platted and when Lots 15 and 16 were platted in 2001, they were located over the setback line. Staff met with the applicant to discuss alternative solutions such as reorienting the lots or building smaller 4-plexes so that the buildings don't encroach into the setback.

The applicant stated that due to driveways and access drives that reorienting the lots was not an option. Also, their preference was to build 4-plexes that are similar or the same as the 4-plexes throughout the development and that would not be possible by shrinking the building footprint.

Since those options were not possible, the applicant is proposing to reduce the 75-foot setback immediately west of Lots 15 and 16. The new setback line would range from 65 to 71 feet. The rest of the setback line would remain at 75 feet. An exhibit of the

proposed new setback line has been included the Commission packet. A replat of the property is required to include the new setback lines as part of the plat.

6. Zoning Amendment Analysis

A list of the Golden Rules criteria for a change of zoning is included with the staff report and analysis. Staff has reviewed the surrounding zoning, land uses, existing structures and character of the area and does not find that approval of the zoning amendment would adversely affect the safety and character of the surrounding neighborhood. Since the applicant is only requesting an amendment to a stipulation on a setback line with no change in land use or zoning classification, additional level of analysis typically included is not required for this case.

7. Waiver Request

The applicant is requesting a waiver requests which is for the reduction in the landscape buffer requirement. Per Section 18.40.240 of the UDO, waivers can be granted if certain criteria are met. The applicant has submitted a waiver request which has been included in the Planning Commission packet.

Properties zoned R-3 require a Type 5B buffer when adjacent to industrial zoned properties per Section 18.30.130 of the UDO. A Type 5B buffer is 75 feet in width with no landscaping.

The applicant is requesting a waiver to this requirement since the setback is proposed to range from 65 feet to 71 feet immediately west of the Lots 15 and 16.

The applicant states that existing hedgerows will continue to provide a buffer between this development and the industrial properties to the west. The hedgerow will not be affected by this proposal and additional trees will be planted for additional screening. The proposed site plan shows evergreen trees on the west property line to provide an additional landscape buffer. Also, the public will suffer no loss or inconvenience by the granting of the waiver.

8. Staff Waiver Analysis

Staff is supportive of the waiver request due to the proposal meeting criteria for waivers found in Section 18.40.240.E of the UDO and for the following reasons. The density, layout, landscaping, access and building and site design are not affected by the waiver request. And as mentioned previously, the applicant will be providing additional screening between this multi-family residential development and the industrial development to the west.

9. Staff Recommendation:

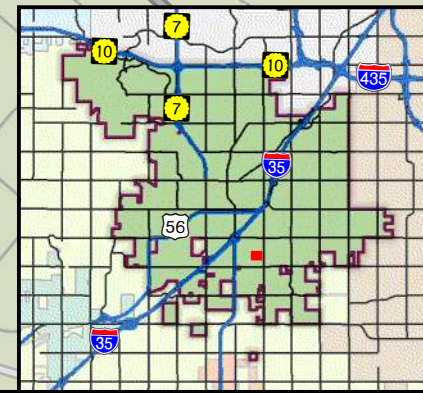
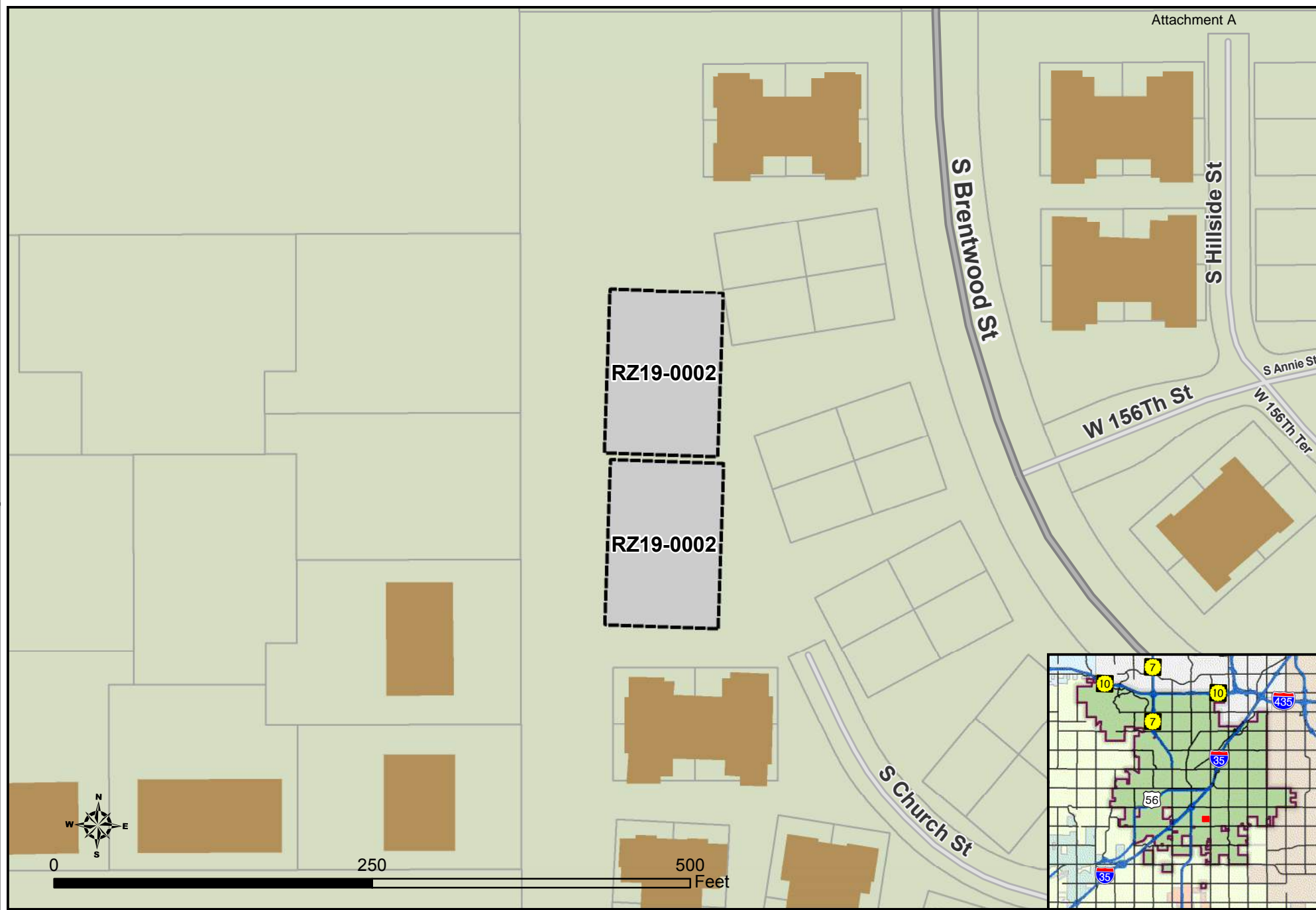
A. Staff recommends approval of RZ19-0002 for the following reasons:

- (1) The proposed development complies with the Goals, Objectives and Policies of the Comprehensive Plan.
- (2) The zoning amendment meets the *Unified Development Ordinance* criteria for considering zoning applications.

- B. Staff recommends approval of RZ19-0002 with the following stipulations to be included in the ordinance. These stipulations include those previously approved and required with the original change of zoning (RZ02-XXX) along with newly amended stipulations below:
- (1) An amendment shall be granted for the RP-3 zoning ordinance to allow a reduced building setback of 65 feet from the west property line as shown on the submitted site plan.
 - (2) A waiver shall be granted to permit the landscape buffer along the west property line to range from 65 feet to 71 feet as shown on the submitted site plan.
 - (3) Prior to obtaining building permits, the property shall be replatted to show the adjusted building setback line.
 - (4) A landscape plan showing the size and type of trees to be planted along the west property line shall be submitted and approved with the building permits.
 - (5) The combined overall maximum density for the R-1 and RP-3 development area shall be limited to 4.6 dwelling units per acre.
 - (6) All RP-3 zoned areas shall be subject to the following design requirements:
 - a) Apartment buildings shall be prohibited.
 - b) All buildings shall be designed with an appearance of individuality between dwelling units. Such design shall include varied rooflines, varied facade depths to create variety and individuality, and front porches. Mirror image" structures in which the same design is repeated for all units in a structure with no variety shall be prohibited.
 - c) A variety of building exterior designs shall be used, with no building design plan to account for more than one-third of the development area.
 - d) Building facades facing the public or private streets shall be designed with street orientation to include entrances, porches, windows and other design elements to create the appearance of a front facade. A predominant front entry shall be provided on all facades facing the street.
 - e) Each dwelling unit shall be provided with an attached garage. No freestanding garages, carports or surface parking lots shall be permitted. However, small areas for guest parking may be permitted if entirely screened from view from the streets/drives.
 - f) Buildings shall be oriented and designed so no garages or parking lots are visible from any public or private streets, or access drives,

unless otherwise approved by the Planning Commission with final site development plans.

- g) If the Planning Commission permits a structure(s) with garages oriented toward a public or private street, a minimum thirty-(30) foot setback shall be maintained for the garage portion of the structure.
- h) Exterior building facades shall be finished with high quality building materials and architectural detailing. Exterior walls shall be finished with a minimum of seventy-five (75) percent decorative masonry materials such as stone, brick/masonry or a comparable masonry material, EIFS, stucco and siding (fiber cement board) may be permitted as a minor accent material. Vinyl siding, wood siding, or other synthetic or imitation materials with a false or "tacked on" appearance shall be prohibited.
- i) Roofing materials shall be the heaviest grade of 'Timberline' or comparable shingles, concrete or clay tile, or slate.
- j) An open space area of a minimum 3.3 contiguous acres shall be maintained in a central location for use by all persons who reside within the townhouse area. Such open space area shall include neighborhood amenities such as i.e., swimming pool/clubhouse, playground, tennis court, exercise path, cabana, etc. Detention areas may be included as part of the open space calculation if designed and maintained as a wet-bottom facility with spray fountain(s).
- k) All fences shall be wrought iron, picket fencing (not exceeding 4 feet in height) or a similar decorative fencing material. Solid wood fencing and chain-link fencing shall not be permitted. Except, chain-link fencing may be permitted around sports courts.
- l) Sidewalks shall be provided on both sides of all public and private streets and drives.
- m) A staggered double row of evergreen trees shall be installed and maintained along the west and south property lines. However, credit shall be given for existing trees located along the west property line. The number of evergreen trees to be installed by the developer along the west property line may be reduced by the Planning Commission with approval of the final site development plan upon submission of a tree survey.



THE VILLAS OF ASBURY

RZ19-0002

Attachment A SITE PLAN FOR ZONING AMENDMENT

LOTS 15 & 16 THE VILLAS OF ASBURY

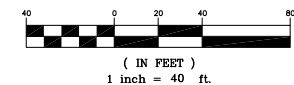
CITY OF OLATHE,
JOHNSON COUNTY, KANSAS

STATEMENT OF PURPOSE:

Lots 15 and 16 of The Villas of Asbury, the last unimproved lots in the development, were platted in such a way that the westerly portion of each lot falls within the 75 foot building setback along the west boundary of The Villas of Asbury, reducing the buildable area of both lots. Pinnacle Construction, the owner of the lots, has built the last eight buildings in this development, and desires to continue providing a housing product that meets the demands of the market for the last two lots in the development. In the current market, a smaller building that would fit within the current configuration of the setback on the lots is significantly less desirable and marketable. Due to the existing infrastructure and surrounding lots, it would be impossible to move the boundaries of Lots 15 and 16 outside of the setback. The purpose of this zoning amendment request is to remove the portion of the platted building setback line that falls within the west portion of Lots 15 and 16 so that entirety of each lot can be utilized for future building construction.



GRAPHIC SCALE



OWNER / DEVELOPER:
PINNACLE CONSTRUCTION CO., INC.
CONTACT: SUE ENGBROTEN
1227 E 119TH STREET
GRANDVIEW, MO 64030
PHONE: (913) 271-6223



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635



Asbury Villas
RX-00092

Neighborhood meeting held March 4, 2019, 7 pm, at the Asbury Villa Clubhouse

Welcome by Randy Willbanks and background information of his purchase of the last 10 lots from the original developer who had gone out of business. Introduction of Sue Engbroten and Matt Cox (Allenbrand & Drews) owner of Pinnacle Construction and principal of Asbury Holdings, LLC

Overview of project was presented by Sue Engbroten, Asbury Holdings, LLC and Complete Realtors. Displayed site plan for zoning amendment and explained that the rear building set back line is within the building envelope limiting the size of the building and possibly if any building, can be built on these two lots. Reiterated that the building lines are not moving so no additional property needs to be acquired but rather the rear set back line only would need to be adjusted. Sue explained that the site plan was modified after the certified letters had been mailed and that a second certified letter had been mailed today, March 4 but those letters would not require a signature. Sue also explained that the site plan shows building envelope of 16 and 18 are very close and showed on the site plan the shadow line of building 18 which does not take up the entire building envelope. A site plan showing the distance building to building was about 21 feet was presented and referenced typical single family side set backs of 7-7.5' leaving 14-15' between houses. The placement of the proposed asphalt drives and proximity to the existing walking trail were also shown and highlighted. If trail is damaged by construction, builder agrees to make necessary repairs. Discussed City requirement to add evergreen trees in gaps in existing tree preservation easement (hedge row). Noted that trees drawn on site map are not exact in number or in placement.

Construction traffic will be a concern, builder proposes construction of building 16 first, during construction of 16, construction vehicles will park on lot 15, signs will be posted to aid in keeping construction vehicles from parking on the asphalt access roads to buildings 18 and 19 and between 18 and 17. These signs would need to be posted at the "bump" where Church Street changes from curbed street to asphalt and at the access point off of Brentwood between building 17 and 18. Some parking may be necessary along the curbed sections of Church street. During construction of building 15, construction vehicles would need to park on curbed section of Church Street. Asphalt that is damaged on access road to 18 and 19 may be damaged during construction and if necessary will be overlaid when construction is completed. The builder had also previously committed to pouring an asphalt "ramp" where the curbed section of Church ends. Because of the "bump" this will be done once the buildings on 15 and 16 are completed because it will not withstand construction vehicles. The concrete curb that was placed by the original developer will not be removed.

Pinnacle construction plans to build the same building that they have previously constructed in Asbury. At this time, it is undecided if they will construct the buildings with 4- 2 car garage units (as built on lot 38, 39, 40) or if they will be the 2- 2 car and 2 - 1 car garage buildings (as built on 18, 19, 20, 21 and 41)

Permanent parking for overflow is shown on buildings 15 and 16 and lack of parking for 17 and 18 has been discussed with HOA. Builder agrees to assist with site prep of additional parking on common area when preparing for asphalt drives and will help coordinate the asphalt but

does not agree to pay for asphalt for the previously discussed overflow parking in that area as it was not shown on the original plat map. Any such modification may need city approval. HOA had previously asked if builder considered adding sidewalks to the asphalt streets between 15 and 16 and 18 and 19, builder does not plan of adding sidewalk there as it was not shown on the original plat maps.

HOA had requested that we discuss draining issues. The HOA has a bid to extend the storm inlet box 200 feet to the north side of building 18 at a cost of \$8000. Sue said any change to the storm water drains would have to be approved by the city of the county whoever is in charge of those in Olathe. Sue deferred to Randy and Matt Cox for further discussions about drainage. Matt Cox said the grading for the buildings has been per the developments approved grading plan. Randy said that he was not opposed to participating in the cost of moving the box provided it was approved by and the work was contracted by the HOA rather than Pinnacle or Asbury Holdings. He would consider financial participation but has not seen any bids, etc.

Sue asked if there were any questions.

Ann Armstrong (livings in unit 1802) expressed concerned about it looking like the corner of the new building would almost touch her building. Asked why we can't just move lot 16 back toward the tree line. Sue put back up the site plan with the measurement from building to building and pointed out that the building was approximately 21 feet away. Explained that the site plan has not changed, was as originally platted and if you look closer at the light lines inside the building envelope you can see where the existing building 18 is in reference to the building envelope of proposed building 16. The outline of proposed building 18 is the maximum size because it is the building with all 2 car garages)

Jan Christenson (unit 1903) expressed concerns about how close the buildings were and the traffic

Ralph Apel (unit 201) asked for an explanation of what is meant by building envelope. Sue responded by pointing out the rectangular building lots and explained that any building had to fit within the rectangle.

Susana Waterman (unit 1900) expressed concerns about cars parked in driveways of proposed building 15 protruding into the access road to building 18 and 19.

Pam Borchers (unit 1803) asked what could be done to provide some privacy screening for Ann Armstrong's patio? Suggested landscape screening of some type which would need to be approved by the HOA. Ann said if the building is actually 20 feet away she really wasn't concerned about additional screening

Julie Katke (unit 2000) suggested that construction vehicles be directed to park on Brentwood rather than on Church Street.

George Drake (unit 3203) expressed concerns regarding evergreen trees. Sue said they did not know the number, species or specific sizes of the tree requirements at this time.

George Drake continued on that his dues went to pay for drainage improvements that he shouldn't have to pay for on the new buildings. Sue explained the verbiage in the new home construction contract (executed by everyone who had purchased a new unit) that the builders

drainage plan includes gutters, downspouts, splash blocks and grading to the approved site plan. Any further drainage resolution that is needed whether discovered prior to or after closing is to be paid for by the buyer. The HOA agreed to take corrective measures on these units, as they have on the units previously built (by others). George Drake asked Randy to define "participation." Randy said in reference to the request of the HOA about moving the storm inlet, that if it was approved by the governing body he would consider financial participation but didn't have enough information and had not seen any formal bids or engineered drawings. That said, he had been told approximately \$8000, he would pay up to \$8000 but would not commit to an open ended amount and would need to review the information prior to making a commitment.

Royce Cook (unit 2102) asked if the construction traffic would be coming in and out on Church street, dump trucks and the like. Sue said yes, that would be the only way they could access the property. He said the construction traffic "gets old".

Walter Geiss (unit 2103) has concerns about construction traffic damaging Church Street, says it is already in bad shape. Wants to know if the builder is going to pay to resurface the street if it is damaged. Sue said an assessment of the street would need to be made prior to construction and after construction to determine if that was necessary.

Sue concluded the meeting shortly before 8 and invited everyone to take a closer look at the site plan display

THE VILLAS OF ASBURY

POTENTIAL DISCUSSION ITEMS FOR NEIGHBORHOOD MEETING, BUILDINGS 15-16. Monday, March 4, 2019

1. The distributed Site Plan makes it appear as though the Building on Lot 16 will be very close to Building 18. What is the separation between buildings at 16-18 ? Does it take into account the gas line which runs to Building 17? It might be helpful to show the actual size of the buildings and the open space between them.
2. How does this change compare with the original plat approved in 2001, which also shows Building 16 envelope very close to Building 18 envelope? Does the change in the set back or envelopes mean that Lots 15 and 16 will require purchase of common area land from the HOA?
3. With the change in the set back on the west side and given the requirement for 20 feet wide asphalt drives (per fire dept. requirements) on the west side of Buildings 15 and 16, will that impact the trail and, if so, does builder agree to repair any damage to the trail?
4. Will there be the addition of evergreens in the west tree line in order to provide buffering in the gaps?
5. Construction traffic access was an issue at Building 18 because of the closeness of the asphalt drive between 17-18. What will be done to limit construction traffic primarily on South Hillside Street and South Church Street off Brentwood and keep construction traffic to a minimum on the asphalt driveway between 17-18? How will construction parking be controlled to keep interference on asphalt driveways north of 14 and along 18-19-20 to a minimum?
6. Asphalt. Given the prospective construction traffic on the asphalt driveways north of Building 14; on asphalt drive between 17-18 (limited); and on asphalt driveway to Buildings 18 and 19, at the completion of the project will those areas be re asphalted by the builder at the completion of the project? There also is the "bump" at the end of South Church Street which will need to be addressed.

7. Will the construction of Buildings 15 and 16 be consistent with Buildings 18, 19, 20, and 21?

8. Parking. It appears that the asphalt driveways on the west side of Buildings 15 and 16 will have slight extensions at the end, consistent with other asphalt driveways in the community. However, parking at 17-18; on the east side of Buildings 15 and 16; and the north side of 14 appears limited. An option at 17-18 would be a small parking lot in the open space to the west of 17. Is that something the builder would consider installing?

9. Sidewalks. Sidewalks were installed along the private street (S. Church St.). Has consideration been given to extending sidewalks along the sides of the asphalt driveway between Buildings 15-16 and Buildings 18-19?

10. DRAINAGE. You are aware that the HOA has expended or is about to expend funds to remedy drainage issues between 18-19, 19-20, and 20-21. Those are caused by sump pump discharges and the relative flatness of the land, thus resulting in the need for installation of underground drainage. The HOA will be taking the position with City of Olathe Planning Commission that a condition of approval of the Site Plan for buildings 15-16 should include an extension of the 12" double wide pipe for approximately 200 feet from the existing storm inlet box to the north side of building 18. Tees will be installed for connections from Buildings 15-16 so that storm water discharges would be installed underground and connected with the new underground. That work would need to be done near the beginning of construction. Present estimate for the extension of of the 12" line would be approximately \$8,000. Please advise as to your position on drainage plans.

CITY OF OLATHE,
JOHNSON COUNTY, KANSAS



(IN FEET)
1 inch = 40 ft.



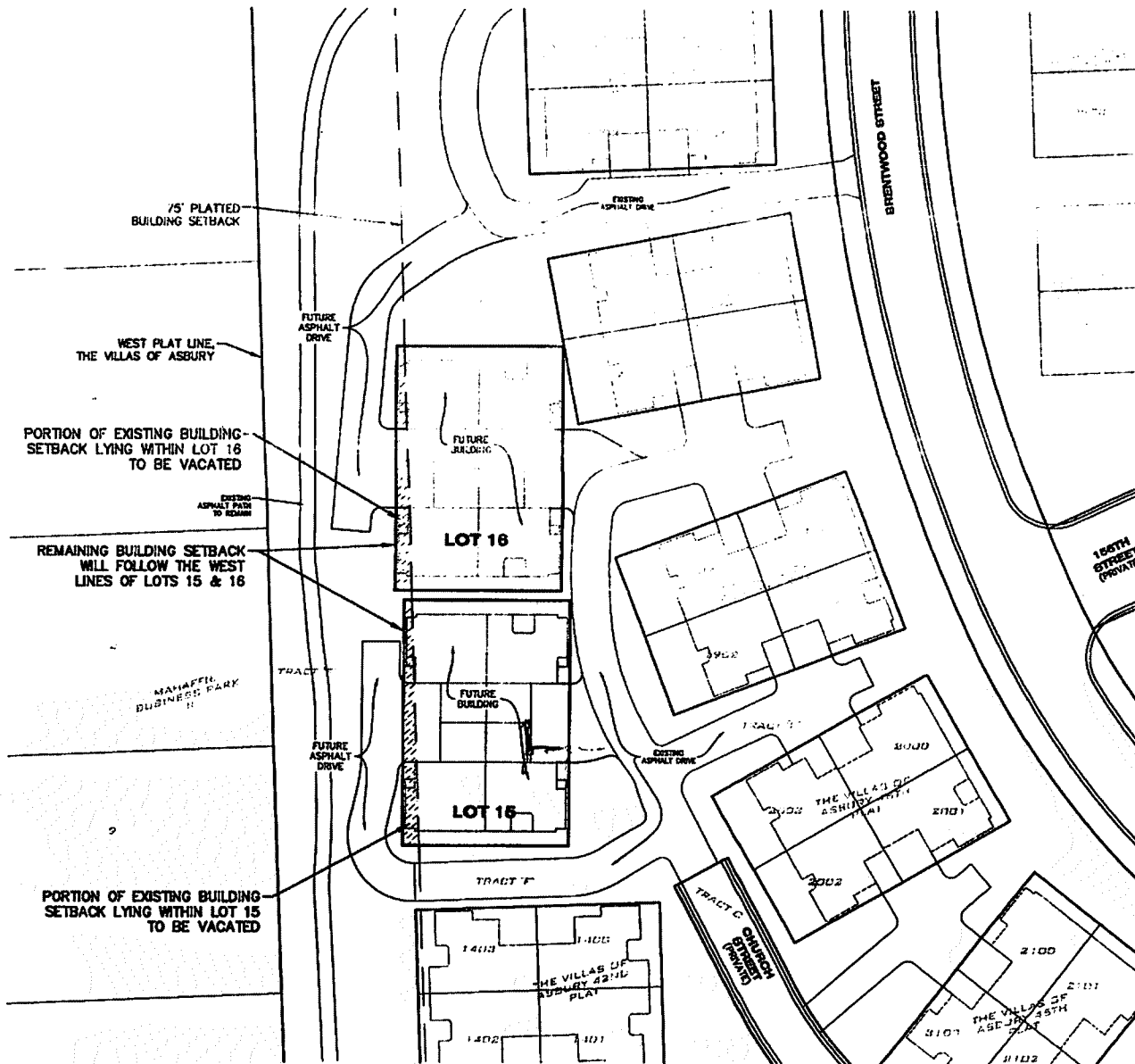
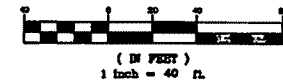
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1078 FAX: (913) 764-5635

SITE PLAN FOR ZONING AMENDMENT LOTS 15 & 16 THE VILLAS OF ASBURY

CITY OF OLATHE,
JOHNSON COUNTY, KANSAS

NOTE:

The purpose of this zoning amendment request is to vacate and/or rezone the portion of the plat building setback line that falls within the west portion of Lots 15 and 16 so that entirety of each lot can be utilized for future building construction.

**GRAPHIC SCALE**

OWNER / DEVELOPER:
PINNACLE CONSTRUCTION CO., INC.
CONTACT: SUE ENGBROTEN
1227 E 110TH STREET
GRANDVIEW, MO 64030
PHONE: (816) 271-6223



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635

Meeting Sign-In

RZ-00092

Asbury Villa Clubhouse

Date: March 4, 2019

Time: 7 PM

Print Name	Address
1. Rhonda McGraw	1301
2. Carolyn Ebr Stanley	1203
3. Susana Wolimon	1900
4. Denise Spotts	1902
5. Irish Metz	2200
6. Carol Sheffner	2303
7. Delynn Kleinbrook	2202
8. Rubalee Davis	2400
9. Jo Ann Yegor	2301
10. Cathy Camp	803
11. Betty Elson	4303
12. Mary Lou Jamieson	0401
13. Rick Jamieson	0401
14. Phyllis Muckens	0601
15. Muri Hindry	3103
16. Brent Fogle	2902
17. WALTER GEIGS	2103
18. George Dren	3203

Meeting Sign-In

RZ-00092

Date: March 4, 2019

Asbury Villa Clubhouse

Time: 7 PM

	Print Name	Email	ADDRESS
1.	BOB HAMM		3302
2.	SUSAN WILEY		15554 S. HILLSIDE
3.	MIKE WILEY	"	"
4.	ROYCE COOK		15645 S. CHURCH ST. #2102
5.	TRON NOWAK		15627 S. Church #1402
6.	Bobb Beckett		15754 S. Brentwood St Unit 3701
7.	Paula & Peggie Miller		15552 S. Brentwood #1702
8.	Doug Hohulin		15576 S. Brentwood #1801
9.	DAVE & JULIE KATKE		15671 S. CHURCH ST. #2000
10.	GREG & DEANN MITCHELL		15778 S. BRENTWOOD #2803
11.	HARRINGTON		18630 W 158th Place #4800
12.	John James		15576 Brentwood #1800
13.	Ron Vorkatzer		15557 So. Hillside St. #4002
14.	RALPH APEL		18565 W 158th Ter #20
15.	Barbara Yates		18565 W. 158th Ter. unit #200
16.	Rozella Goodman		18525 W. 158th Ter. Unit 100
17.	Marna Dunlap		15644 S CHURCH ST. #1201
18.	Bill Seiler		15554 S. Hillside, Unit 3903

Meeting Sign-In

RZ-00092

Date: March 4, 2019

Asbury Villa Clubhouse

Time: 7 PM

	Print Name	Address
1.	Paye R. Hagin	15554 S. Hillside unit 3902
2.	Glenn Smith	18666 W. 157th Terr # 900
3.	Mary A. Mustain	15698 S. Hillside #1000
4.	Nancy Walker	18875 W. 158th Pl. #451
5.	Shenie Benson	18536 W. 158th Pl. 4601
6.	Ann Asf	15576 S. Brentwood 1802
7.	Jan Christenson	15597 S. Church 1903
8.	Sam Borchers	15576 S. Brentwood 1803
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

From: [Planning Contact](#)
To: [Dan Fernandez](#)
Subject: FW: Case No. RZ 19-0002
Date: Thursday, March 07, 2019 3:23:06 PM

From: Dave Wallace <wallacejd1@gmail.com>
Sent: Thursday, March 07, 2019 02:36 PM
To: Planning Contact <PlanningContact@OLATHEKS.ORG>
Subject: Case No. RZ 19-0002

In the above reference matter concerning a rezoning request for Lots 15 & 16 of the Villas of Asbury, a subdivision of land in the City of Olathe, with the request brought forward by Asbury Holdings, LLC - Pinnacle Construction, I wish to object.

My name is James Wallace, a trustee of the Wallace Family Trust, which owns a unit on Lot 14 of the subject property (street address 15620 S. Church St. Unit 1403), directly adjacent to the subject properties. We have owned our property for nearly four years, during which time Pinnacle has constructed several units near us, and we have been very disappointed with the way Pinnacle has done business and the way they have treated their customers and our homeowners association (HOA). Our HOA had to absorb a number of costs to fix things that were legitimately Pinnacle's responsibility, particularly in the area of drainage.

We do not believe the Pinnacle has earned the right for rezoning since the problems they are facing are due largely to previous construction errors. We have little faith that Pinnacle would live up to their obligations any better in the future than they have in the past, especially since the rezoning will impact drainage due to reduced setbacks. In this matter, Pinnacle is even trying to reduce their landscaping obligations, which would further aggravate the drainage issue.

Your consideration of denying this rezoning request is greatly appreciated.

Thank you.

Sincerely,

James Wallace
15620 S. Church St. Unit 1403
Olathe, KS 66062

THE VILLAS OF ASBURY

March 19, 2019

RE: Comments on RZ 19-0002

Zoning Amendment, Lots 15-16, Villas of Asbury

This letter submits comments on the above rezoning matter scheduled for hearing with the Olathe City Planning Commission on Monday, March 25, 2019.

The Villas of Asbury Homeowners Association Board (HOA) supports the proposed rezoning allowing an extension west of the originally platted building setback line that falls within the west portion of Lots 15 and 16. This extension west will allow the construction of the last two buildings under the plat originally approved in 2001 and consistent with other buildings in the community

As it relates to any preliminary approval of a development site plan, we would request the following conditions:

1. Gaps in the present historic preservation tree line to the west of these two lots should be filled with suitably sized evergreens to allow year round buffering from the industrial area to the west.
2. The asphalt walking trail on the west side of lots 15 and 16 shall be preserved and any damage to the trail due to construction shall be repaired by the developer/property owner.
3. The prior plats approved have included the following provision:
"All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials."
4. Asphalt driveways installed to allow access to the units would meet the requirements of the fire department for access.

The HOA has expressed concern about appropriate drainage for the new buildings given issues with prior buildings at lots 18, 19, 20, 21 and the general flatness of the terrain in the area. However, in the open session at the Neighborhood Meeting on March 4, 2019, the property owner/developer agreed to cooperate in drainage plans for the new buildings, to include financial participation with the HOA. Therefore, the HOA feels that issue can be resolved through written agreement between the property owner/developer and the HOA.

Respectfully submitted:

William H. Seiler, Jr., President
15554 South Hillside St., Unit 3903
Olathe, KS 66062



City of Olathe

City Planning Division

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

Application:	<u>RZ19-0002:</u> Request approval for a zoning amendment for RP-3 District, The Villas of Asbury, on 0.52± acres; located at 15584 and 15608 S. Church Street.
---------------------	--

Dan Fernandez, Planner II, appeared before the Planning Commission, summarizing this request for a zoning amendment for The Villas of Asbury. The proposed zoning amendment is to reduce a portion of the required building setback along the west property line from 75 feet to 65 feet. There are no proposed changes to density, access or architecture with this amendment. Mr. Fernandez stated that the 75-foot setback was included as a stipulation with the approved zoning of the property, which took place in 2001.

Mr. Fernandez further stated that a zoning amendment is the only avenue available in order to revise or remove a stipulation. Reduction of the setback would only affect the 75-foot setback to the immediate west. Mr. Fernandez noted that this site is surrounded by R-1 and M-2 zoned properties. Mr. Fernandez presented an image of the recorded plat, indicating the setback line. Mr. Fernandez said staff met with the applicant to determine if there was any other solution to this issue, including reorienting the lots so they are inside the setback line. However, the applicant did not feel that would be a possible solution. Staff also suggested building smaller townhomes. The applicant stated that they desire to build townhomes that are similar to the ones already existing and reducing the building footprint would make that impossible.

Mr. Fernandez stated there is also a waiver request for reduction in the landscape buffer requirement. A setback of 75 feet from R-3 to industrial zoned property is required on the west side. The waiver request would be to reduce that to a range of 65 feet to 71 feet immediately to the west of the two lots. Mr. Fernandez presented exhibits from the applicant. The applicant does not believe the public will be inconvenienced by the waiver, and the existing hedge row between the R-3 property and the industrial property will not be affected by the rezoning amendment or waiver request. Mr. Fernandez said that staff is supportive of the waiver and recommends approval of the zoning amendment request.

Comm. Rinke asked if the 75-foot setback was required when it was rezoned in 2001. **Mr. Fernandez** said it was not a requirement, but a recommendation made by staff at the time. Comm. Rinke asked if it was an oversight that lots that were used were going to encroach on the 75-foot setback. Mr. Fernandez said staff has researched why this occurred but has not found any explanation at this time. They will continue to search and try to find a reason. Comm. Rinke noted that the buildings will be situated exactly as they were as a result of the previous approval. Mr. Fernandez agreed. He said the outlay of the lots are not changing with this application and will remain as approved at the rezoning.

There were no other questions from staff. **Chair Vakas** opened the public hearing and asked the applicant to come forward.

Sue Engbroten, 11205 Cedar Street, Leawood, and Randy Wilbanks, Pinnacle Construction, 11205 Cedar Street, Leawood, approached the podium. Ms. Engbroten stated that during the Recession, they purchased the last 10 lots of The Villas of Asbury, which was

RZ19-0002 (PC Minutes)

March 25, 2019

Page 2

started by another developer. Eight lots have been built out, leaving these two lots. Rectifying the problem with the setback will allow them to complete their project and will complete the homes association. Ms. Engbrotten provided minutes from a neighborhood meeting and feels concerns of the neighborhood have been adequately addressed. There were no questions for the applicants.

Chair Vakas asked if anyone else present wished to speak on this application. Seeing none, he called for a motion to close the public hearing.

Motion by Comm. Nelson, seconded by Comm. Freeman, to close the public hearing.

Motion passed 7-0.

There was no further discussion by commissioners. **Chair Vakas** called for a motion.

Motion by Vice-Chairman Rinke, seconded by Comm. Sutherland, to recommend approval of RZ19-002, for the following reasons:

- (1) The proposed development complies with the Goals, Objectives and Policies of the Comprehensive Plan.
- (2) The zoning amendment meets the *Unified Development Ordinance* criteria for considering zoning applications.

Vice Chairman Rinke's motion included recommending that the following stipulations be included in the ordinance: These stipulations include those previously approved and required with the original change of zoning (RZ02-XXX) along with newly amended stipulations below:

- (1) An amendment shall be granted for the RP-3 zoning ordinance to allow a reduced building setback of 65 feet from the west property line as shown on the submitted site plan.
- (2) A waiver shall be granted to permit the landscape buffer along the west property line to range from 65 feet to 71 feet as shown on the submitted site plan.
- (3) Prior to obtaining building permits, the property shall be replatted to show the adjusted building setback line.
- (4) A landscape plan showing the size and type of trees to be planted along the west property line shall be submitted and approved with the building permits.
- (5) The combined overall maximum density for the R-1 and RP-3 development area shall be limited to 4.6 dwelling units per acre.
- (6) All RP-3 zoned areas shall be subject to the following design requirements:
 - a) Apartment buildings shall be prohibited.
 - b) All buildings shall be designed with an appearance of individuality between dwelling units. Such design shall include varied rooflines, varied facade depths to create variety and individuality, and front

porches. Mirror image" structures in which the same design is repeated for all units in a structure with no variety shall be prohibited.

- c) A variety of building exterior designs shall be used, with no building design plan to account for more than one-third of the development area.
- d) Building facades facing the public or private streets shall be designed with street orientation to include entrances, porches, windows and other design elements to create the appearance of a front facade. A predominant front entry shall be provided on all facades facing the street.
- e) Each dwelling unit shall be provided with an attached garage. No freestanding garages, carports or surface parking lots shall be permitted. However, small areas for guest parking may be permitted if entirely screened from view from the streets/drives.
- f) Buildings shall be oriented and designed so no garages or parking lots are visible from any public or private streets, or access drives, unless otherwise approved by the Planning Commission with final site development plans.
- g) If the Planning Commission permits a structure(s) with garages oriented toward a public or private street, a minimum thirty-(30) foot setback shall be maintained for the garage portion of the structure.
- h) Exterior building facades shall be finished with high quality building materials and architectural detailing. Exterior walls shall be finished with a minimum of seventy-five (75) percent decorative masonry materials such as stone, brick/masonry or a comparable masonry material, EIFS, stucco and siding (fiber cement board) may be permitted as a minor accent material. Vinyl siding, wood siding, or other synthetic or imitation materials with a false or "tacked on" appearance shall be prohibited.
- i) Roofing materials shall be the heaviest grade of 'Timberline' or comparable shingles, concrete or clay tile, or slate.
- j) An open space area of a minimum 3.3 contiguous acres shall be maintained in a central location for use by all persons who reside within the townhouse area. Such open space area shall include neighborhood amenities such as i.e., swimming pool/clubhouse, playground, tennis court, exercise path, cabana, etc. Detention areas may be included as part of the open space calculation if designed and maintained as a wet-bottom facility with spray fountain(s).
- k) All fences shall be wrought iron, picket fencing (not exceeding 4 feet in height) or a similar decorative fencing material. Solid wood

RZ19-0002 (PC Minutes)

March 25, 2019

Page 4

fencing and chain-link fencing shall not be permitted. Except, chain-link fencing may be permitted around sports courts.

- l) Sidewalks shall be provided on both sides of all public and private streets and drives.
- m) A staggered double row of evergreen trees shall be installed and maintained along the west and south property lines. However, credit shall be given for existing trees located along the west property line. The number of evergreen trees to be installed by the developer along the west property line may be reduced by the Planning Commission with approval of the final site development plan upon submission of a tree survey.

Aye: Sutherland, Freeman, Nelson, Rinke, Fry, Corcoran, Vakas (7)

No: (0)

Motion was approved 7-0.

ORDINANCE NO. 19-12

AN ORDINANCE AMENDING SECTION TWO OF ORDINANCE NO. 01-21 OF THE CITY OF OLATHE, KANSAS PERTAINING TO RZ-19-0002.

WHEREAS, Rezoning Application No. RZ19-0002 requesting an amendment to Ordinance 01-21 was filed with the City of Olathe, Kansas, on the 1st day of February, 2019; and

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

WHEREAS, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 25th day of March, 2019; and

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

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

SECTION ONE: That Section Two of Ordinance No. 01-21 is hereby amended to read as follows:

SECTION TWO: That this rezoning is approved subject to the following stipulations:

- (1) An amendment shall be granted for the RP-3 zoning ordinance to allow a reduced building setback of 65 feet from the west property line as shown on the submitted site plan.
- (2) A waiver shall be granted to permit the landscape buffer along the west property line to range from 65 feet to 71 feet as shown on the submitted site plan.
- (3) Prior to obtaining building permits, the property shall be replatted to show the adjusted building setback line.
- (4) A landscape plan showing the size and type of trees to be planted along the west property line shall be submitted and approved with the building permits.

Stipulations from RZ-31-00:

- (5) The combined overall maximum density for the R-1 and RP-3 development area shall be limited to 4.6 dwelling units per acre.
- (6) All RP-3 zoned areas shall be subject to the following design requirements:

- a) Apartment buildings shall be prohibited.
- b) All buildings shall be designed with an appearance of individuality between dwelling units. Such design shall include varied rooflines, varied facade depths to create variety and individuality, and front porches. "Mirror image" structures in which the same design is repeated for all units in a structure with no variety shall be prohibited.
- c) A variety of building exterior designs shall be used, with no building design plan to account for more than one-third of the development area.
- d) Building facades facing the public or private streets shall be designed with street orientation to include entrances, porches, windows and other design elements to create the appearance of a front facade. A predominant front entry shall be provided on all facades facing the street.
- e) Each dwelling unit shall be provided with an attached garage. No freestanding garages, carports or surface parking lots shall be permitted. However, small areas for guest parking may be permitted if entirely screened from view from the streets/drives.
- f) Buildings shall be oriented and designed so no garages or parking lots are visible from any public or private streets, or access drives, unless otherwise approved by the Planning Commission with final site development plans.
- g) If the Planning Commission permits a structure(s) with garages oriented toward a public or private street, a minimum thirty-(30) foot setback shall be maintained for the garage portion of the structure.
- h) Exterior building facades shall be finished with high quality building materials and architectural detailing. Exterior walls shall be finished with a minimum of seventy-five (75) percent decorative masonry materials such as stone, brick/masonry or a comparable masonry material, EIFS, stucco and siding (fiber cement board) may be permitted as a minor accent

material. Vinyl siding, wood siding, or other synthetic or imitation materials with a false or "tacked on" appearance shall be prohibited.

- i) Roofing materials shall be the heaviest grade of 'Timberline' or comparable shingles, concrete or clay tile, or slate.
- j) An open space area of a minimum 3.3 contiguous acres shall be maintained in a central location for use by all persons who reside within the townhouse area. Such open space area shall include neighborhood amenities such as i.e., swimming pool/clubhouse, playground, tennis court, exercise path, cabana, etc. Detention areas may be included as part of the open space calculation if designed and maintained as a wet-bottom facility with spray fountain(s).
- k) All fences shall be wrought iron, picket fencing (not exceeding 4 feet in height) or a similar decorative fencing material. Solid wood fencing and chain-link fencing shall not be permitted. Except, chain-link fencing may be permitted around sports courts.
- l) Sidewalks shall be provided on both sides of all public and private streets and drives.
- m) A staggered double row of evergreen trees shall be installed and maintained along the west and south property lines. However, credit shall be given for existing trees located along the west property line. The number of evergreen trees to be installed by the developer along the west property line may be reduced by the Planning Commission with approval of the final site development plan upon submission of a tree survey.

SECTION THREE: Existing Section Two of Ordinance No. 01-21 is hereby specifically repealed.

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

PASSED by the City Council this 16th day of April, 2019.

SIGNED by the Mayor this 16th day of April, 2019.

ATTEST:

Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Ginna Verhoff, Planning Intern

SUBJECT: VAC19-0001: Vacation of Existing Drainage Easement, Applicant: Jeff Berg

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-13, VAC19-0001: Request approval for a drainage easement to allow for building of The Shops at Prairie Farms; located at 2180 W. Dartmouth Street. Planning Commission recommends approval 7-0

SUMMARY:

The following is a request to request to vacate a 15 - foot wide by 55 - foot long drainage easement located at 2180 Dartmouth Street. The subject property is located south of West Santa Fe Street and west of South Hedge Lane. As part of the final development plan (PR18-0062) for Pacific Dental Services within The Shops at Prairie Farms, the stormwater will be accommodated through Stormwater BMPs instead of the existing public storm sewer.

The site is located within the City of Olathe water and sewer service area. The Public Works Department has reviewed the exhibits for the drainage easement vacation and recommends approval as proposed.

Public notification letter were mailed to surrounding properties within 200 feet per *UDO* requirements. Staff has not received any concerns regarding the proposed vacation.

The Planning Commission held a public hearing on March 25, 2019. The Planning Commission recommended approval of the vacation of the drainage easement with a vote of 7-0 as shown in the minutes. Nobody spoke in opposition at the public hearing and no protest petitions have been submitted for the vacation.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Approve Ordinance No. 19-13 for vacation of a drainage easement as recommended by the Planning Commission.
 2. Reject the vacation of a drainage easement and return to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.
-

MEETING DATE: 4/16/2019

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Ordinance No. 19-13

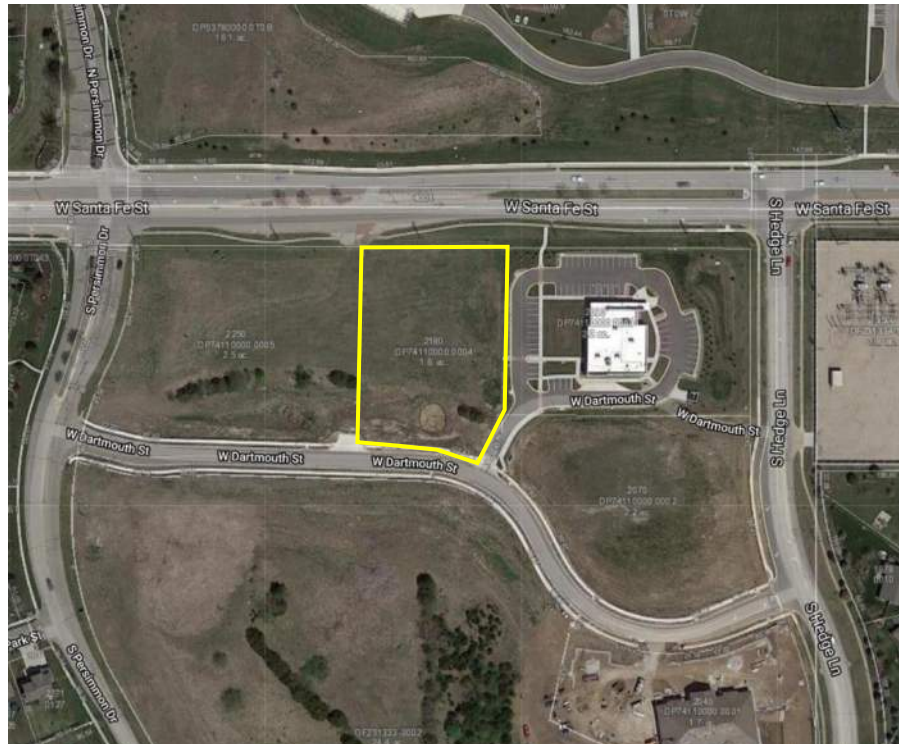
STAFF REPORT

Planning Commission Meeting: March 25, 2019

Application:	<u>VAC19-0001</u> Vacation of existing drainage easement (The Shops at Prairie Farms, Lot 4)
Location:	2180 Dartmouth Street
Owner/ Applicant:	Jeff Berg, HBA Olathe LLC
Engineer:	Roger E. Claar, DEV Inc.
Staff Contact:	Ginna Verhoff, Planning Intern

1. Introduction:

The following is a request to vacate a 15 – foot wide by 55 – foot long drainage easement located at 2180 Dartmouth Street. The subject property is located south of West Santa Fe Street and west of South Hedge Lane. As part of the final development plan (PR18-0062) for Pacific Dental Services within The Shops at Prairie Farms, the stormwater will be accommodated through Stormwater BMPs instead of the existing public storm sewer.



Aerial View of the Subject Property



View looking north from Dartmouth Street

2. Public Notice:

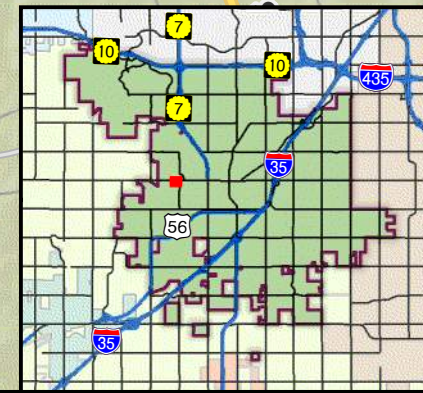
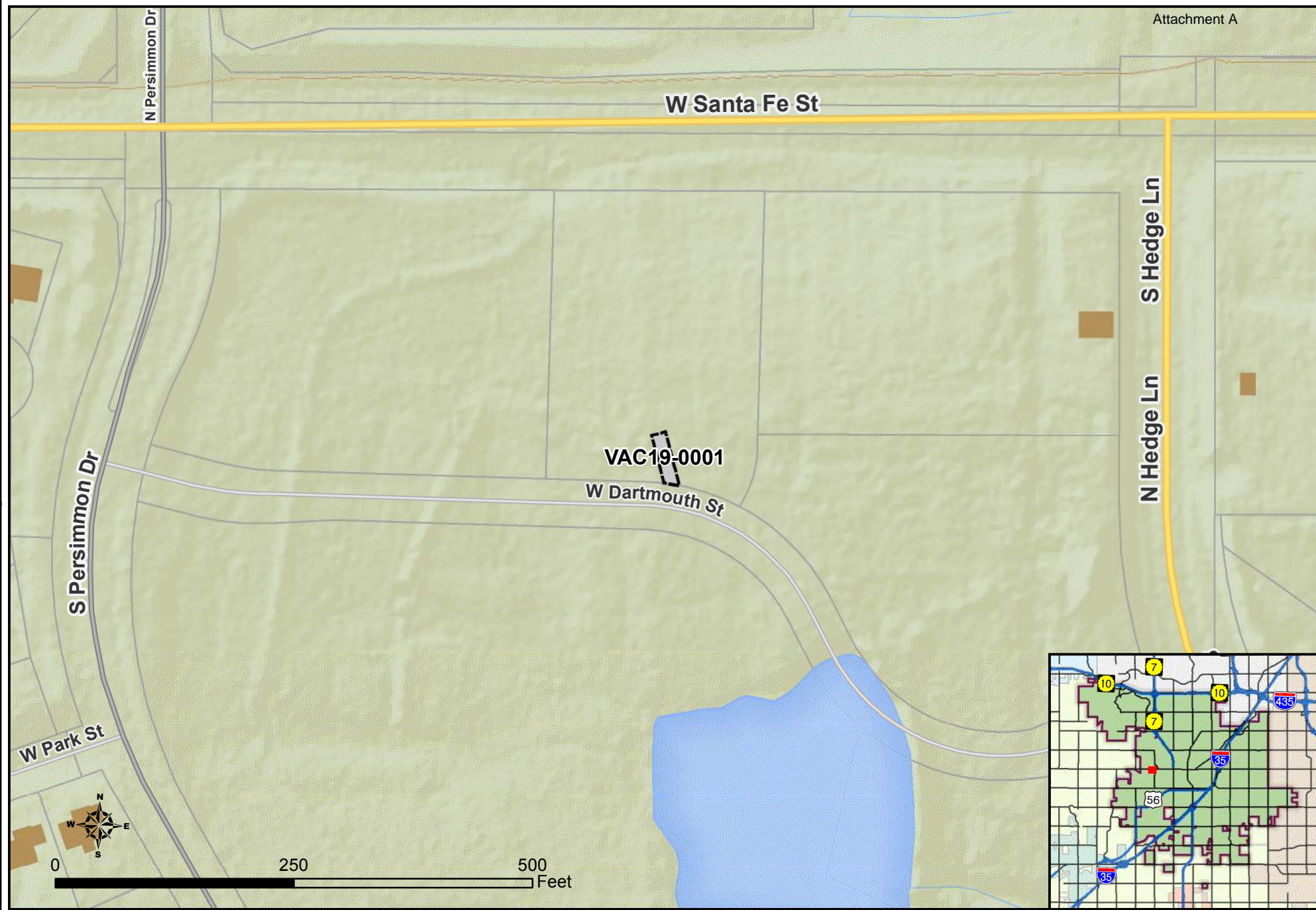
The applicant mailed the required public notification letters to surrounding properties within 200 feet per *Unified Development Ordinance* requirements. Staff has not received any concerns regarding the proposed vacation for the drainage easement.

3. Utilities:

The site is located within the City of Olathe water and sewer service area. The Public Works Department has reviewed the exhibits for the drainage easement vacation and recommends approval as proposed.

4. Staff Recommendation:

Staff recommends approval of the drainage easement vacation as proposed.



User: JaredMD
Date: 03/19/2019

PDS DENTAL OFFICE **VAC19-0001**



EXHIBIT "A"

DRAINAGE EASEMENT VACATION

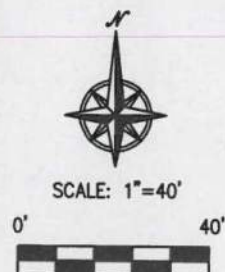
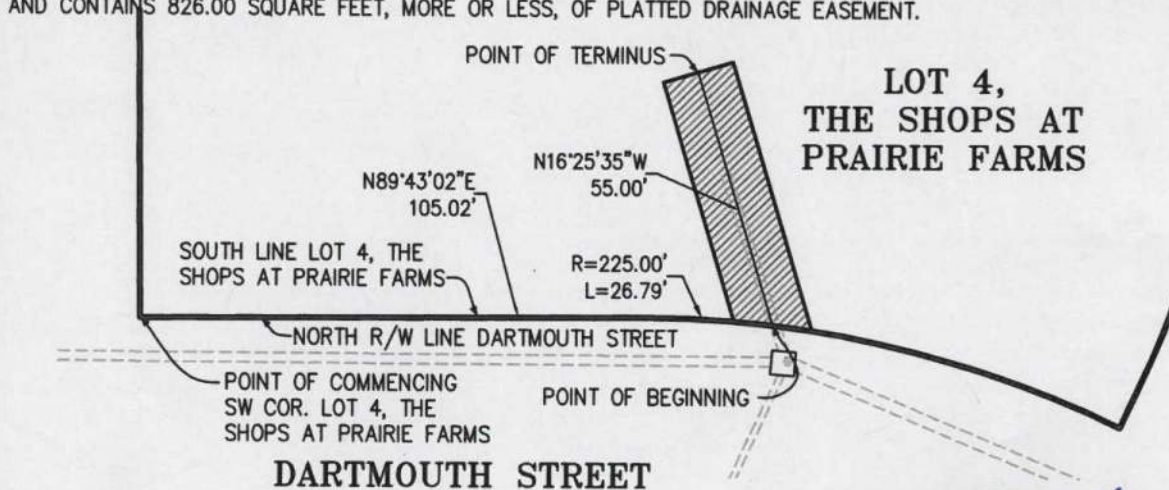
PART OF LOT 4, THE SHOPS AT PRAIRIE FARMS AND BEING PART OF THE N.E. 1/4 SECTION 33, T. 13 S., R. 23 E., IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS.

DESCRIPTION:

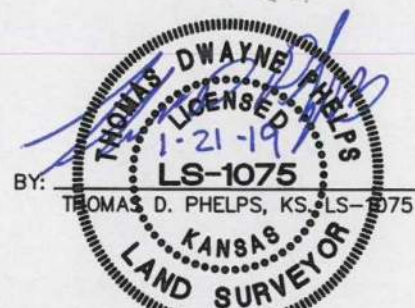
ALL THAT PART OF LOT 4, THE SHOPS AT PRAIRIE FARMS, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING A 15.00 FOOT WIDE STRIP OF LAND BEING A PLATTED DRAINAGE EASEMENT LABELED "15' D/E", LYING 7.50 FEET ON THE LEFT AND 7.5 FEET ON THE RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N 89°43'02" E, ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY OF DARTMOUTH STREET, AS NOW ESTABLISHED, A DISTANCE OF 105.02 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID DARTMOUTH STREET ON A CURVE TO THE RIGHT SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 26.79 FEET TO THE POINT OF BEGINNING; THENCE N 16°25'35" W, A DISTANCE OF 55.00 FEET, TO THE POINT OF TERMINUS.

THE SIDELINES OF THE ABOVE DESCRIBED 15.00 WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID DARTMOUTH STREET AND CONTAINS 826.00 SQUARE FEET, MORE OR LESS, OF PLATTED DRAINAGE EASEMENT.



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



\\PEI-SERVER\Projects\P\180899\Office\Easements\drainage vacation\drainage easement vacation.dwg Layout:1-P Jan 21, 2019 11:28am



PLANNING
ENGINEERING
IMPLEMENTATION

PHelps ENGINEERING, INC (913) 393-1155
1270 N. Winchester Fax (913) 393-1166
Olathe, Kansas 66061 www.phelpsenengineering.com

CERTIFICATE OF AUTHORIZATION KANSAS LAND
SURVEYING - LS-82
ENGINEERING - E-391
CERTIFICATE OF AUTHORIZATION MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058

PROJECT NO. 180899

DATE: 1/14/2019

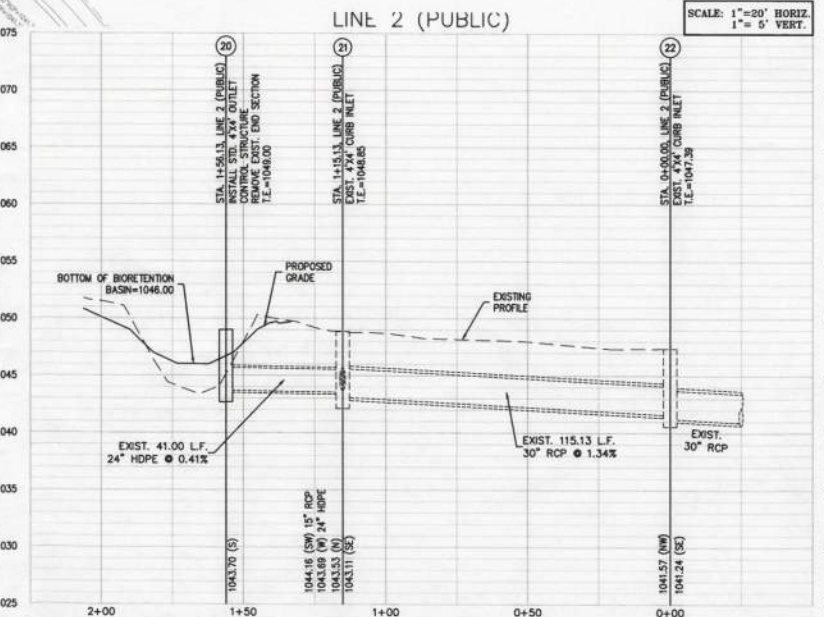
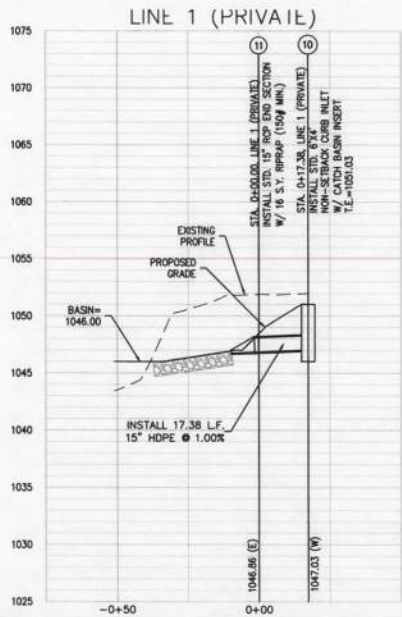
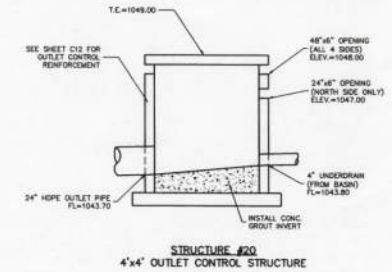
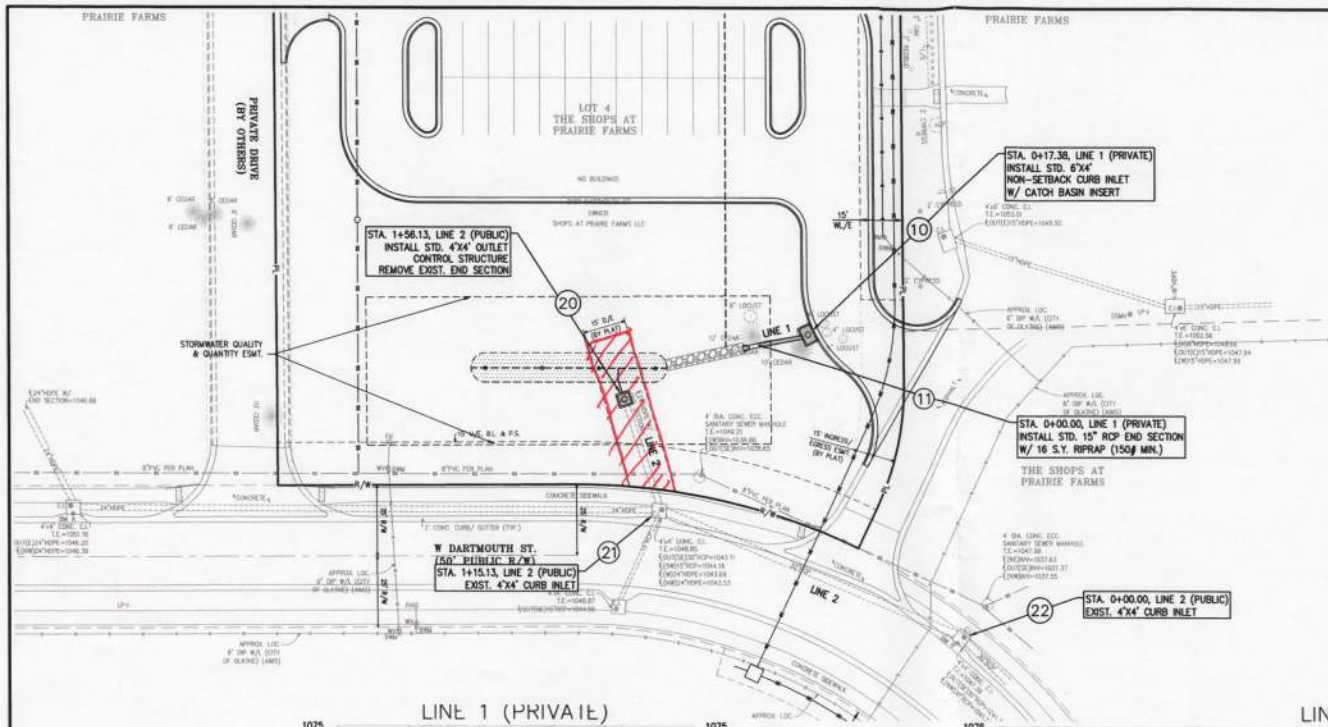
BY: DWJ



PACIFIC DENTAL SERVICES, INC.
 1215 W. 10th St., Suite 100
 Topeka, Kansas 66606
 (781) 333-1111
 www.pacificdental.com



STORM SEWER PLAN & PROFILE
 PACIFIC DENTAL SERVICES
 LOT 4, SHOPS AT PRAIRIE FARMS
 2180 W. DARTMOUTH ST. - OLATHE, KANSAS



PROJECT NO.	100000	DATE	BY	CHK	APP
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018
DATE 10-12-2018	100000	10/12/2018	10/12/2018	10/12/2018	10/12/2018

SHEET
C6

MINUTES

Planning Commission Meeting: March 25, 2019

Application:	<u>VAC19-0001</u> Request approval for vacation of a drainage easement for The Shops at Prairie Farms, Lot 4; located at 2180 W. Dartmouth Street.
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Ginna Verhoff, Planning Intern, appeared before the Planning Commission, summarizing this request for a vacation of a drainage easement. The property is situated south of Santa Fe and west of South Hedge Lane. Ms. Verhoff presented an aerial view of the property and noted that a final site development plan was approved for Pacific Dental Services. The dental office wants to re-situate their drainage easement and build according to the plans recently approved. Stormwater will be accommodated for the development as required by approved plans. Ms. Verhoff provided photos depicting various views of the property. She presented the site plan, which shows a 15 foot wide and 55 foot long drainage easement located in Lot 4 of the Pacific Dental Services. She added that this site is located with Olathe water and service area. Ms. Verhoff stated that Public Works as reviewed the drainage easement and recommends approval without any stipulations. The applicant has provided appropriate notice to surrounding property owners and staff has not received any comments or concerns about this vacation. Staff recommends approval of the vacation of the drainage easement with no stipulations.

There were no questions of staff, and the applicant was not present. **Chair Vakas** opened the public hearing and asked if anyone present wished to speak about this case. Seeing no one, he called for a motion to close the public hearing.

Motion by Comm. Freeman, seconded by Comm. Rinke, to close the public hearing.

Motion by Comm. Freeman, seconded by Comm. Nelson, to recommend approval of VAC19-0001, as proposed by staff.

Aye: Sutherland, Freeman, Nelson, Rinke, Fry, Corcoran, Vakas (7)

No: (0)

Motion was approved 7-0.

ORDINANCE NO. 19-13

AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT 2180 W. DARTMOUTH STREET IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

WHEREAS, The Shops at Prairie Farms, does petition the City Council of the City of Olathe, Kansas, for the vacating of a certain utility easement below described:

ALL THAT PART OF LOT 4, THE SHOPS AT PRAIRIE FARMS, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING A 15.00 FOOT WIDE STRIP OF LAND BEING A PLATTED DRAINAGE EASEMENT LABELED "C 15' D/E", LYING 7.50 FEET ON THE LEFT AND 7.5 FEET ON THE RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N 89°43'02" E, ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY OF DARTMOUTH STREET, AS NOW ESTABLISHED, A DISTANCE OF 105.02 FEET; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID DARTMOUTH STREET ON A CURVE TO THE RIGHT SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 26.79 FEET TO THE POINT OF BEGINNING; THENCE N 16°25'35" W, A DISTANCE OF 55.00 FEET, TO THE POINT OF TERMINUS.

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(hereinafter called "property"); and

WHEREAS, A petition for vacation (VAC-19-0001) was filed with the City of Olathe, Kansas, on the 1st day of February 2019; and

WHEREAS, proper notice of such vacation petition was given pursuant to K.S.A. 12-504 and Section 18.40.190 of the Unified Development Ordinance; and

WHEREAS, a public hearing on such petition was held before the Planning Commission of the City of Olathe, Kansas, on the 25th day of March 2019; and

WHEREAS, said Planning Commission has recommended that such drainage easement vacation petition be approved; and

WHEREAS, the petitioner states that he is the owner of record of the property; and

WHEREAS, the City Council has determined that the utility easement is not needed by the city; no private rights will be injured or endangered by the vacation;

the public will suffer no loss or inconvenience thereby; and that in justice to the applicant the petition should be granted.

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

SECTION ONE: That the following described utility easement granted to the City of Olathe, Kansas, by a plat of The Shops at Prairie Farms, a subdivision in the City of Olathe, Johnson County, Kansas, is hereby vacated:

ALL THAT PART OF LOT 4, THE SHOPS AT PRAIRIE FARMS, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING A 15.00 FOOT WIDE STRIP OF LAND BEING A PLATTED DRAINAGE EASEMENT LABELED "C 15' D/E", LYING 7.50 FEET ON THE LEFT AND 7.5 FEET ON THE RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:

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SECTION TWO: That the City Clerk is hereby directed to file a certified copy of this ordinance with the County Clerk and the Register of Deeds of Johnson County, Kansas.

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

PASSED by the City Council this 16th day of April 2019.

SIGNED by the Mayor this 16th day of April 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance 19-14 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$6,500,000 to BR Capital, LLC, Series 2019, for the construction of a 37,440 sq. ft. office and shop facility. (Bedrock Concrete Phase I Project)

ITEM DESCRIPTION:

Consideration of Ordinance 19-14 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$6,500,000 to BR Capital, LLC, Series 2019, for the construction of a 34,440 sq. ft. office and shop facility. (Bedrock Concrete Phase I Project)

SUMMARY:

On May 15, 2018 the City Council adopted Resolution No. 18-1050 (Attachment A), expressing the intent to issue an amount not to exceed \$6,500,000 of the City's taxable industrial revenue bonds ("bonds") for the construction of an office and shop facility located at the end of 157th Street, west of 169 Highway. This is a single series of bonds to be issued to cover the land and building costs. This project is under a master resolution for Bedrock Concrete, LLC.

The Ordinance (Attachment B), prepared by the City's Bond Counsel, Gilmore & Bell, P.C., will authorize the issuance of bonds not to exceed \$6,500,000 for the project. The bonds are a special obligation of the City, paid solely by revenues generated by the Project. The Ordinance also authorizes the approval and execution of various documents required to facilitate the transaction under Kansas law, including a bond indenture and lease agreement.

FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by BR Capital, LLC.

ACTION NEEDED:

Approve Ordinance No. 19-14 authorizing the issuance of industrial revenue bonds to BR Capital, LLC.

ATTACHMENT(S):

Attachment A: Resolution 18-1050

Attachment B: Ordinance No. 19-14

RESOLUTION NO. 18-1050

RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$6,500,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN INDUSTRIAL FACILITY FOR THE BENEFIT OF BEDROCK CONCRETE L.L.C., AND ITS SUCCESSORS AND ASSIGNS (BUILDING I)

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

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

WHEREAS, Bedrock Concrete L.L.C., a Kansas limited liability company (the "Company"), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the City finance the cost of acquiring, constructing and equipping an industrial facility of approximately 37,440 square feet as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the approximate principal amount of \$6,500,000 (the "Bonds"), and to lease the Project to the Company, or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds in one or more series under the Act in the approximate principal amount of \$6,500,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

Section 1. Approval of Project. The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be approximately located at 19968 W 157th Street, west of 169 Highway in Olathe, Kansas.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the approximate principal amount of \$6,500,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the

Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) passage and publication of an ordinance authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; and (iv) the receipt and approval by the City of appropriate applications for the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the City.

Section 6. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

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

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

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

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

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

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

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

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

Section 10. Termination of Resolution. This Resolution shall automatically terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued by the City for the Project or (ii) a building permit has been issued by the City for the construction of the Project. The City, upon the request of the Company, may extend this time period.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on May 15, 2018.

[SEAL]

ATTEST:

Emily Vincent
City Clerk

CITY OF OLATHE, KANSAS

By: Jim Kenda
Mayor Pro Tem



ORDINANCE NO. 19-14

AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (BR CAPITAL, L.L.C. – PHASE I PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Olathe, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (BR Capital, L.L.C. – Phase I Project), Series 2019 (the “Bonds”), in a principal amount not to exceed \$6,500,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping a commercial project, consisting of an approximately 37,440 square foot commercial facility for BR Capital, L.L.C., a Kansas limited liability company (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

WHEREAS, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and UMB Bank, N.A., as Trustee (the “Trustee”); and

WHEREAS, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

WHEREAS, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished, and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

WHEREAS, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized. The Issuer hereby consents to the assignment of all of Bedrock Concrete, L.L.C.'s interest in Resolution No. 18-1050 to the Company.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$6,500,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the "Bond Documents"), such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture, between the Issuer and the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer.
- (c) Lease Agreement, between the Issuer and the Company;
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser; and
- (e) Performance Agreement, between the Issuer and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor (or, in the Mayor's absence, the acting Mayor) of the Issuer is hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

Section 5. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture

Section 6. Further Authority. The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

Section 7. Effective Date. This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

PASSED by the governing body of the City of Olathe, Kansas on April 16, 2019 and **APPROVED AND SIGNED** by the Mayor.

Mayor

`SEAL]

ATTEST:

Clerk

[Published in **The Gardner News** on April __, 2019.]

SUMMARY OF ORDINANCE NO. 19-____

On April 16, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (BR CAPITAL, L.L.C. – PHASE I PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$6,500,000, for the purpose of acquiring, constructing, furnishing, and equipping a commercial project for BR Capital, L.L.C., a Kansas limited liability company, and constitute limited obligations of the City payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2019 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 E. Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://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 16, 2019.

Ron Shaver, City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent/Matthew Randall/Ed Foley

SUBJECT: Report of 2018 outcomes including the Budget Strategy Alternatives Impact of Investments, Annual Performance Report, 4th Quarter General Fund Fiscal Report and the Economic Development Incentives Activity Report.

ITEM DESCRIPTION:

Report of 2018 outcomes including the Budget Strategy Alternatives Impact of Investments, Annual Performance Report, 4th Quarter General Fund Fiscal Report and the Economic Development Incentives Activity Report.

SUMMARY:

The Resource Management department has prepared the attached Impact of Investments from 2018 Budget Strategy Alternatives, the 2018 Annual Performance Report, the 2018 4th Quarter General Fund Fiscal Report and the 2018 Economic Development Incentives Activity Report.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

Accept the 2018 reports.

ATTACHMENT(S):

Attachment A: Impact of Investments from the 2018 Budget Strategy Alternatives Report Attachment B: 2018 Annual Performance Report Attachment C: 2018 4th Quarter General Fund Fiscal Report Attachment D: 2018 Economic Development Incentives Activity Report Attachment E: 2018 Completed IRB Report.



Budget Strategy Applications 2018 Impact on Investment Report

Prepared by Management and Budget Division
Resource Management

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Summary

Introduction

The Management and Budget Services Division produces an annual report compiling all budget additions approved by the Olathe City Council with the purpose of summarizing the impact of those investments to the City's service areas. As an ongoing part of the Annual Performance Reporting process, this method was utilized to evaluate the impact of investments (IOI) for budget additions approved by City Council in the 2018 budget year.

Report Structure

The Management and Budget Services Division works in conjunction with City departments which received additional funding during the budget process. In addition to providing information for 2018 additions, the report also provides information on any unfilled 2017 additions.

The report includes the following service categories:

- Active Lifestyles
- Public Safety
- Transportation
- Community
- Organizational


Each service category section provides:


- The type of addition/investment (i.e. police officer, firefighter)
- Budgeted fund
- Budget year for addition
- Resulting impact of the addition/investment.



Active Lifestyle Investments


The City of Olathe strives to have dynamic, customer-friendly recreation facilities and opportunities to help cultivate a positive sense of community for all Olathe citizens. In 2018, the City invested in 4.5 additional FTE's to achieve these goals. The following information highlights the influence of these active lifestyles investments.


	Parks - Horticulture		
	Investment	Fund	Year
	Addition of 1 Horticulturist	General Fund	2018
Impact of Investment			
<ul style="list-style-type: none"> ✓ Assisted with the procurement and partial installation of 14,000 plants. ✓ Assisted with the design and construction of Lake Olathe hardscape features. ✓ Assisted with the ground preparation and planting of Lake Olathe Park. 			
Additional Information			
This position allowed for completion of the increased workload associated with the planning, planting, landscaping, and maintenance of Lake Olathe Park.			

	Recreation - Maintenance		
	Investment	Fund	Year
	Addition of 1 Safety Maintenance Tech	General Fund	2018
Impact of Investment			
<ul style="list-style-type: none"> ✓ Assisted with the design and selection of new playgrounds and ensured compliance with new federal ASTM safety guidelines for playground and waterslide inspections. ✓ In 2018, this position created capacity for an 86% increase in inspections, from approximately 2 per month to 8 per day. 			
Additional Information			
This position allowed for a complete inspection of all playgrounds and tracking of all maintenance repairs and replacements through Playground Guardian (inspection services software) and Cartegraph (operations management software).			




Active Lifestyles Investments (Continued)

	Parks – Housing Authority		
	Investment	Fund	Year
	Addition of 1 Housing Financial Coordinator (Grant Supported)	General Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ The Housing Authority complies with all federal regulations as a result of adding the position.✓ Public Housing received a 95% out of 100% and Section 8 received 105% out of 100% (100% on base evaluation + 5% for additional documentation). No findings were identified during audit by HUD and City External Auditor.		
Additional Information			
The housing financial coordinator provides financial oversight for the federal programs administered under the Housing and Transportation Division. The coordinator continually monitors federal regulation changes and is implementing a checks and balance system to ensure the programs are financially sound.			

	Recreation – Before/After School Program		
	Investment	Fund	Year
	Addition of 1 Before and After School Care Program Specialist	Recreation Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ This position allowed for the addition of a before/after school care program at Green Springs Elementary, which did not previously offer this service to parents. This program served over 20 participants in the first semester of fall 2018.✓ In 2019, this position served as the camp director for Two Trails Outdoor Camp which served 60 campers per week.		
Additional Information			
This program will continue in 2019 with expected participant growth as more parents learn about this new service being offered.			




Active Lifestyles Investments (Continued)


	Parks - Cemetery		
	Investment	Fund	Year
	Addition of 0.5 FTE for a Cemetery Program Specialist	Cemetery Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ Position allowed for cemetery to handle 2,811 customer calls✓ 2018 annual revenues have exceeded many previous annual sales as a result of this position.		
Additional Information			
<p>In 2018, the position helped with the cemetery reinvestment process, the cemetery’s long term strategy for providing an enriched customer experience and maintaining high standards with increased demand. The goal of the reinvestment process is to achieve record growth driven primarily from the efforts of the program specialist. In 2018, the Cemetery had the 2nd highest sales revenue to date. In the future, this position will continue to work to increase sales through marketing techniques with the aim of achieving \$200,000 in sales for 2019.</p>			



Public Safety Investments


The City of Olathe has a commitment to promote and provide general health, safety and welfare to the community while providing a sense of security and well-being. In 2018, the City invested in 7 full-time employees to enhance public safety services. The following provides the impact of the public safety investments that have been implemented.


	Fire – 21 st Century Academy		
	Investment	Fund	Year
	Addition of 1 Fire Resource Coordinator	General Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ The FRC is an instructor at the Olathe West Public Safety Academy. The academy allows for a pipeline to recruit qualified applicants for the Olathe Fire Department.✓ During the summer, the position coordinates monthly fire training, crew level/hands-on training, and develops course content.		
Additional Information			
In Fall 2019, 111 students will be enrolled in the Olathe West Public Safety Academy. After students have completed the 4 year academy, they will have the skills and training needed to be a qualified applicant for the Olathe Fire Department. Additionally, the FRC is responsible for the department’s Fire Explorers program which is another avenue for the department to recruit future firefighters.			

	Fire – Emergency Services		
	Investment	Fund	Year
	Addition of 1 Squad (1 Firefighter and 1 Firefighter/ Paramedic)	General Fund	2018
	Impact of Investment		
	✓ The Station 3 squad ran 48 calls from September to December 2018 with a 6:22 total response time (90th percentile). Additionally, 92% of the time this squad was the first arriving unit.		
Additional Information			
In September 2018, a squad was placed (40 hours per week) at Station 3 to improve responsiveness in eastern Olathe. The response matrix used by dispatchers to assign units to incidents matches the squad's response capability to the nature of calls. The squad is dispatched alone on low and moderate acuity calls and is accompanied by a 2nd unit for high-acuity EMS calls. Of Station 3's total responses to service calls, 68% were for low or moderate EMS calls.			



Public Safety Investments (Continued)


	Police - Investigations		
	Investment	Fund	Year
	Addition of 3 Police Detectives	General Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ 36.1% Part 1 Crimes clearance rate in 2018, a 3% increase from 2017✓ Steady Part 1 Crime rate of 15.12 for 2018 in comparison to a rate of 15.11 in 2017✓ DirectionFinder survey question on the City's Efforts to Prevent Crime: Decreased from 82% in 2017 to 80% in 2018		
Additional Information			
<p>Olathe continues to see an increase in violent crime. However, increased staffing appears to have assisted in improving clearance rate. Additionally, an increase in robbery reporting and drug-rips will continue to be a challenge. However, Olathe continues to lead in “Efforts to Prevent Crime”, with the National average rating of 54% and the KC Metro average rating of 63%.</p>			


	Police – Special Operations		
	Investment	Fund	Year
	Addition of 1 School Resource Officer	General Fund	2018
	Impact of Investment		
	✓ Maintained a 2:1 ratio of SRO-Middle School staffing		
Additional Information			
Summit Trail Middle School was added in 2018. Previously with 4 SROs on duty, this position was added to maintain a 2:1 SRO-Middle School staffing ratio for the 10 middle schools in Olathe. With the 2019/2020 Biennial Budget approved by City Council, 5 additional SROs are planned in order to increase the SRO-Middle School staffing ratio from 2:1 to 1:1.			



Transportation Investments

The City of Olathe is dedicated to maintaining, operating, and planning for transportation needs for all Olathe citizens. As part of this commitment, the City has invested in 1 FTE and 1 study in 2018. The following information highlights the measurable impacts and return on investment of these additions.


	Engineering - Inspection		
	Investment	Fund	Year
	Addition of 1 Project Inspector	General Fund	2018
	Impact of Investment		
	✓ Position was reclassified to a Civil Engineer II.		
	Additional Information		
Due to the nature of the position and the increased focus on utility relocation , the position was reclassified from a Project Inspector to a Civil Engineer. The addition of this position resulted in an annual cost avoidance of \$183,000 for outsourced inspection services. The position helps to resolve utility conflicts such as telecoms, power, gas, water, and sewer lines during construction.			


	Engineering – Corridor Travel		
	Investment	Fund	Year
	Traffic Signal Timing Study	General Fund	2018
	Impact of Investment		
	✓ The study includes ongoing monitoring of traffic performances along the Santa Fe (Ridgeview to Black Bob) and 119th Street (Mur-Len to Black Bob) corridors.		
Additional Information			
The traffic signal timing study reduces the time to travel between Greenwood and Ridgeview from 6 minutes and 30 seconds to only 5 minutes. From 7 AM to 8:15 a.m. on weekdays, westbound trips from Greenwood to Ridgeview previously took 6 minutes and 22 seconds, but just 5 minutes and 2 seconds following the study. Traffic signal adjustments also are saving westbound drivers up to 30 seconds at the Santa Fe/Claiborne intersection.			



Community Investments

The City of Olathe seeks to provide superior quality of life through a strong and vibrant portfolio of community resources. In 2018, the City added 1 FTE to the Library to enhance teen programming and 1 initiative to assess the quality, safety, and economic viability of Olathe neighborhoods.


	Library – Teen Programming		
	Investment	Fund	Year
	Addition of 1 Teen Library Assistant	Library Fund	2018
	Impact of Investment		
	<ul style="list-style-type: none">✓ In 2018, teen services held 743 teen programs (nearly 5 times more, both library & offsite) with program attendance of 7,546, an 18% increase over 2017.✓ In 2018, 13 teen outreach programs and visits were completed with an 185% increase in attendance over 2017.		
Additional Information			
Grant and sponsorship funding of \$29,028 and a YALSA/Dollar General Grant allowed the assistant to enhance programming (i.e. Meet & Eat and teen summer reading), fund 2 teen interns, and work with 2 MLIS student interns. Also, Safe Sitter Courses were taught to 297 students, an increase of 37% over 2017. In addition, the assistant allowed the teen librarian to focus efforts on the collection resulting in 50,933 materials circulated, a 14% increase over 2017.			

	Planning – Neighborhood Assessment		
	Investment	Fund	Year
	Healthy Neighborhoods Initiative	General Fund	2018
	Impact of Investment		
	✓ In 2018, staff finalized process development for the Neighborhood Condition Index (NCI) and presented results to City Council in November 2018.		
Additional Information			
The NCI is the City’s tool for data assessment of the quality of neighborhoods, property maintenance, property values, and crime rates. In 2018, the City launched the Downtown Storefront Improvement Grant to assist business and property owners with façade improvements in Downtown Olathe. In 2019, the City will launch the Neighborhood Registration Program and Neighborhood Improvement Grant to assist neighborhood groups and organizations registered with the City. Together, these programs help to achieve the goals of the Healthy Neighborhood Initiative.			



Organizational Investments

The City of Olathe fosters an innovative and high performing culture through professional training and development of employees. As a part of this commitment, the City invested in a Management Analyst in 2017. The following information emphasizes the strategy and priorities of the Organizational Development and Training Division housed in the City Manager's Office.

Organizational Development			
Investment		Fund	Year
Addition of a Management Analyst position.		General Fund	2017
Impact of Investment			
✓ Position remained vacant in 2018			
Additional Information			
 <p>The Management Analyst position, located in the City Manager's Office, remains vacant pending additional discussion on succession planning. In order to address areas outlined for the position, the City has worked with the new Organizational Development and Training Division for process improvement training. The Innovation Academy (working with the Alliance for Innovation) has allowed the City to explore new innovation programs over the past 6 months. In the future, the position will prioritize greater connection and collaboration between departments.</p>			



2018

Annual Performance Report **City of Olathe, KS**

Prepared by **City of Olathe**
Resource Management Department
100 E. Santa Fe, Olathe, KS 66061
www.OlatheKS.org

Featured Artwork - Pathways

Emily Hemsath, Olathe
"Expression of Data" Artwork
Winner

*Oil pastel and pen illustrated
map showcasing the intricate
walking trail system in Olathe*

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Executive Summary

The following performance report showcases the City Council's approach to tracking and measuring performance not only as a tool to assess performance and identify efficiencies, but also to provide taxpayers transparent access to their government. In addition, this report allows for tracking areas of most importance at a time when service demand outpaces resource availability. Once again, the report shows the City performing well while also identifying areas for additional scrutiny to ensure continuous improvement through innovative approaches for service excellence.

The City's Organizational Scorecard was developed to manage progress toward strategic targets and promote continuous improvement in efficiency, service delivery, and value for tax dollars invested. The measures in this report align our business activities with strategic priorities and allow managers to monitor program results from four perspectives: Customer, Financial, Business Processes, and Employee Learning & Growth.

I would like to draw your attention to the cover artwork on this year's report. Last year, the Management and Budget division within the Resource Management Department launched a program called "Expression of Data" that resulted in a downtown sculpture being on display in the lobby of City Hall that represented one of the City's key results indicators (KRIs) – The Mobility Index. This year, the Expression of Data program has evolved to become an art contest open to any high school student living in Olathe or high school student who attends an Olathe school. The cover artwork showcases this year's winner.

Expression of Data's purpose is to encourage creative, innovative student expression of Olathe's commitment to citizens and service through the City's use of measurement and data. This year's entries were based on a theme of Transportation. There are three KRIs within the area of transportation: the Mobility Index, the Transportation Preservation & Renewal Index, and the Transportation Satisfaction Index.

As with prior reports, the 2018 Annual Performance Report includes a *Key Results Dashboard* of high priority indicators. The *Key Results Dashboard* is like the dashboard of a car, which focuses attention on a manageable group of indicators that, when looked at together, provide a snapshot of overall City government performance. A narrative of each KRI and its alignment with City Council Priorities and Organizational Objectives follows the dashboard.

You will notice one change to the group of KRIs this year. The KRI called Survival Percentage of Cardiac Arrest Patients (Based on the Utstein Principle) replaces the Percentage of Cardiac Arrest Patients Arriving to Hospital with A Pulse. The Fire Department has identified this as a better measure to determine the effectiveness of their system because it only examines the cardiac arrest patients who had their arrest in a public location, were witnessed by a bystander, and were found in a shockable rhythm. First responders have the greatest opportunity for impact on the outcome of these individuals.

Included throughout the report are visual indicators which provide a general assessment of the performance level of each measure. Information about the indicators utilized in the report is included below:

Green:	Meeting target
Yellow:	Not meeting target, but showing stable or improving performance
Red:	Not meeting target

Over the past decade, we have seen very positive trends in many of our key areas and the 2018 results continue that direction. Our organization continues to maintain an "elite" level of performance that by any measure is "Setting the Standard for Excellence in Public Service". Our challenge moving forward is ensuring we remain at these exceptional levels.

Sincerely,
J. Michael Wilkes
City Manager

Key Results Dashboard

The Key Results Dashboard represents a select set of 15 indicators that, when looked at together, provide a snapshot of the overall health and well-being of the City. The measures selected contain a mix of key indicators of citizen satisfaction from the ETC DirectionFinder® Survey and various department outcome measures. For these measures, trend information is presented for the 2016-2018 period along with narrative comments in the following section. The measures appear in order of priority as determined through a prioritization exercise completed by the City Council in 2013.

Indicator	2016 Actual	2017 Actual	2018 Target	2018 Actual	Met or Exceeded
1. Overall Satisfaction (Baseline Year 2012 =100)	101	102	≥100	100	√
2. Crime Rate (Part 1 Total)	16.84	15.48	26	15.54	√
3. Citizen Satisfaction with the Overall Value that You Receive for Your City Tax Dollars and Fees	71%	73%	68%	68%	√
4. Bond Rating Index	9.0	9.0	9.0	9.0	√
5. Survival Percentage of Cardiac Arrest Patients (Based on the Utstein Principle)	NA	46.15%	45%	69.23%	√
6. Fire Confined to Room of Origin	76.14%	73.03%	77.48%	78.89%	√
7. Percent of Time Water Meets Regulatory Standards	100%	100%	100%	100%	√
8. Citizen Satisfaction with the Overall Quality of City Parks and Recreation Programs & Facilities	92%	92%	90%	91%	√
9. Mobility Index	NA	100	100	89	
10. Transportation Preservation & Renewal Index	NA	100	100	107	√
11. Transportation Satisfaction Index	NA	100	100	97	
12. Private Investment in Downtown as a Percent of Total Dollars Invested (Public & Private)	2.39%	22.90%	10%	.46%	
13. Actual Land Use Mix (residential/non-residential)	31.6%/68.4%	32.0%/68.0%	32.9%/67.1%	32.3%/67.7%	
14. Solid Waste Diversion Rate	44.60%	45.27%	40%	40.03%	√
15. Diversity Index (Baseline Year 2008 =100)	115	107	110	104	

Key Results Narrative

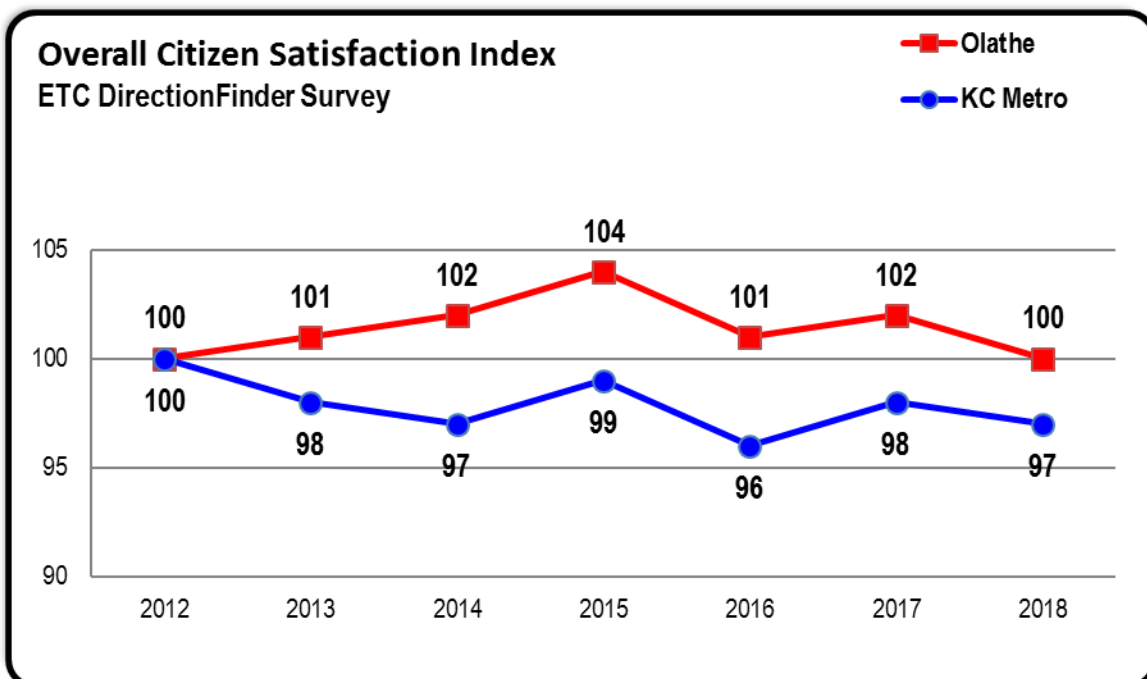
1. Overall Satisfaction (ETC Institute's DirectionFinder® Survey)

STRATEGIC ALIGNMENT:

Overall satisfaction is a perception indicator that directly or indirectly reflects citizens' satisfaction with their municipal governance and all City services.

The Overall Citizen Satisfaction Index had utilized 2000 as the base year for eleven years. The index was recalibrated in 2012 to utilize 2012 as the baseline. The recalibration reflects Olathe's desire to set the standard of excellence in public service based on higher performance standards and current expectations of citizens. Overall Satisfaction with City services is equal to the 2012 baseline year, and still places Olathe in the top 10% of all cities nationally. The index had a two-point decrease in 4Q 2018 compared to 4Q 2017. The last quarter of each year is used as the City's year-end.

Of the ten indicators incorporated into the index, only one indicator saw a greater than +/- 1 percentage point change: Flow of traffic/congestion management in Olathe saw a -7 percentage point drop.



2. Crime Rate (Part 1 Total)

STRATEGIC ALIGNMENT:

City Council Priorities

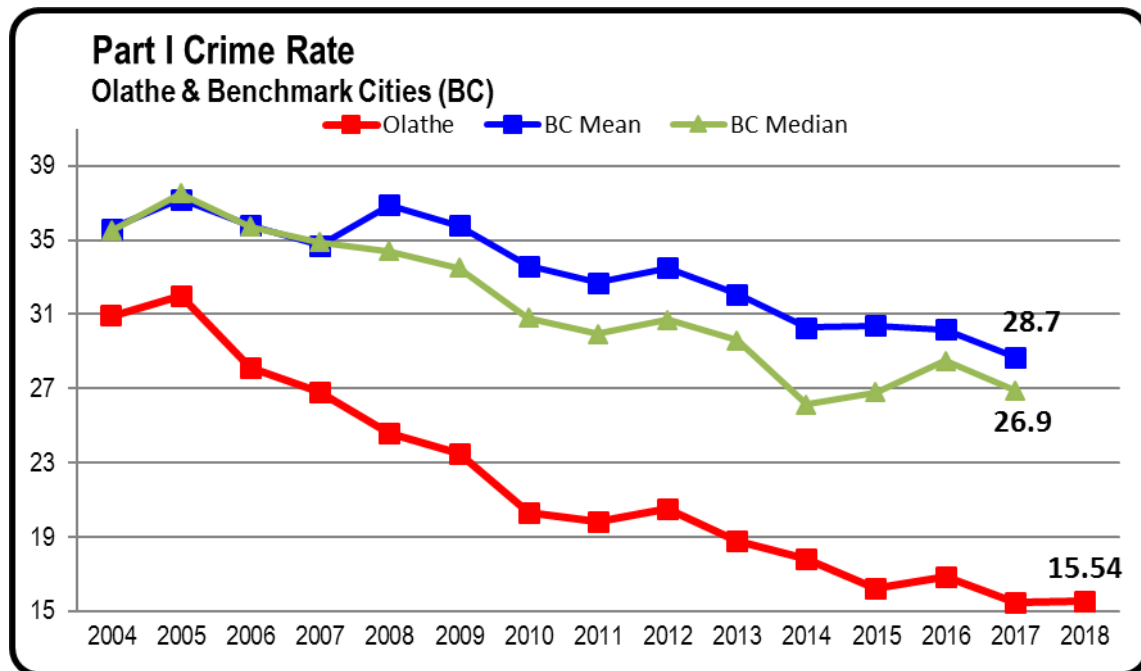
- 1) Citizens feel and are safe in person and property

Organizational Goals

- 1) Strengthen our safe and secure community

Crime is a sociological phenomenon influenced by a variety of factors such as community demographics, crime prevention, community-oriented policing efforts and pro-active policing strategies. Crime Rate is one indication of how safe citizens are in person and property. This aligns with the City's customer focus of providing for the community's health, safety and welfare.

The City's Total Part 1 Crime Rate, which includes violent and property crime, increased 0.07 percentage points in the recent year from a level of 15.48% in 2017 to 15.54% in 2018. Specifically, Olathe's violent crime rate increased 29% and the property crime rate decreased 3%.



- The Benchmark Cities Survey is completed annually by police departments across the country.
- Benchmark Cities data has yet to be published for 2018.

3. Overall Value Received for City Taxes/Fees (ETC Institute's DirectionFinder® Survey)

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Meet the financial challenges of the future with priority-based decision-making focused on long term strategies*
- 2) *Deliver high-quality customer service*

Organizational Goals

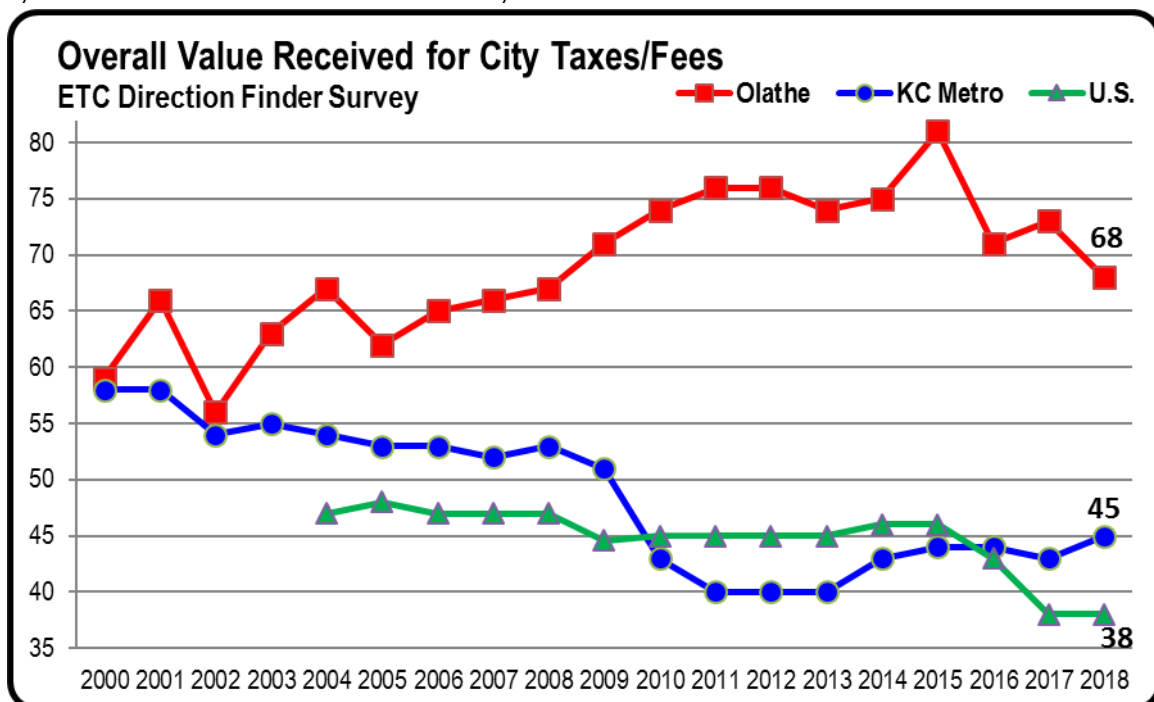
- 1) *Be responsible and accountable financial stewards*
- 2) *Deliver high-quality customer service*

The level of satisfaction among residents with the value received for City taxes and fees is one of ETC Institute's best indicators for assessing the effectiveness of service delivery by local governments. This question is designed to help local governments objectively assess if increased levels of satisfaction are being obtained at a price that is reasonable to residents.

Over the past fifteen years, overall satisfaction with the value of City taxes and fees has increased significantly in Olathe. In 2000, 59% of Olathe residents indicated that they were "satisfied" or "very satisfied" with the overall value received for their City taxes and fees.

In 2018, 68% of Olathe residents were "satisfied" or "very satisfied," a -5 percentage point decrease compared to 2017. Olathe continues to set a high standard for satisfaction within the delicate subject of tax dollar value received. In 4Q 2018, the City's score placed it within the top 10% of all cities for highest satisfaction. Top 10% meant the measure exceeded a target of 64%. The City was 30 percentage points higher than the national average of 38 and 23 percentage points higher than the KC Metro average of 45%.

The City continues to work closely with the City Council to be very transparent with its budgeting process, engaging citizens through social media platforms, with videos, and various in-person events (open house, workshops and presentations). Every year, the City's adopted budget book is fully available to view online in its entirety.



4. Bond Rating Index

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Meet the financial challenges of the future with priority-based decision making focused on long term strategies*
- 2) *Continue to support economic development and job creation*

Organizational Goals

- 1) *Be responsible and accountable financial stewards*
- 2) *Foster a vibrant economy*

The City currently possesses bond ratings from Fitch (AA+) and Standard & Poor's (AA+) that are one level below the highest AAA rating awarded by both firms. Bond ratings reflect a detailed analysis of a city's ability to repay debt and include an assessment of the local-regional economy, the City's overall administration, financial policies, and track record in managing their financial position over the peaks and valleys of the economic cycle. A consolidated numerical rating is presented as 9.0 on a scale of 1-10, with 10 being the best quality investment rating achievable.

The following table shows the comparable investment grade ratings of Fitch and Standard & Poor's:

	Olathe Key Result Rating	Fitch	Standard & Poor's
Best Quality	10	AAA	AAA
High Quality	9 8 7	AA+ AA AA-	AA+ AA AA-
Upper Medium Grade	6 5 4	A+ A A-	A+ A A-
Medium Grade	3 2 1	BBB+ BBB BBB-	BBB+ BBB BBB-

The following are excerpts from Fitch Long Term Bond Rating Report, Olathe 2018 General Obligation Bond Issue:

"Fitch expects that the city will continue to maintain reserves at a level needed for a 'aaa' financial resilience assessment during an economic downturn. The city has demonstrated consistent efforts to build reserves throughout the recent economic recovery, although pension payments are based on a statutory basis that consistently falls short of the actuarially-determined contribution."

"The city's revenue growth is expected to continue to be strong given the vibrant tax base and diverse revenue stream. While the implementation of a statewide tax lid in 2018 will limit the city's ability to adjust the property tax rate, Fitch believes exemptions in the law will enable the city to continue to increase revenues as necessary."

The following are excerpts from Standard & Poor's Long-Term Bond Rating Report, Olathe 2018 General Obligation Bond Issue:

"We consider Olathe's economy strong. The city, with an estimated population of 138,400, is located in Johnson County in the Kansas City MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 112% of the national level and per capita market value of \$94,978. Overall, the city's market value grew by 9.7% over the past year to \$13.1 billion in 2017. The county unemployment rate was 3% in 2017."

"Owing to the strength of the local labor market, county unemployment has historically remained below state and national averages. We consider the local tax base very diverse, with the top 10 taxpayers accounting for only 5.65% of total assessed value (AV) in 2017. AV itself has grown steadily over the past five fiscal years, which city officials largely attribute to ongoing economic development and expansions; they project that this trend will endure at a rate in excess of 5% over the next two fiscal years as development continues."

"We view the city's management as very strong, with "strong" financial policies and practices under our Financial Management Assessment methodology, indicating financial practices are strong, well embedded, and likely sustainable."

"The stable outlook reflects our expectation that Olathe will likely maintain its very strong budgetary flexibility and liquidity, which the city's very strong management practices will support. In addition, the outlook reflects our opinion that the city's economy will likely continue to grow over the next two years due to Olathe's access to the Kansas City MSA. Consequently, we do not expect to change the rating over the two-year outlook period."

5. Survival Percentage of Cardiac Arrest Patients (Based on the Utstein Principle)

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Citizens feel and are safe in person and property*

Organizational Goals

- 1) *Strengthen our safe and secure community*

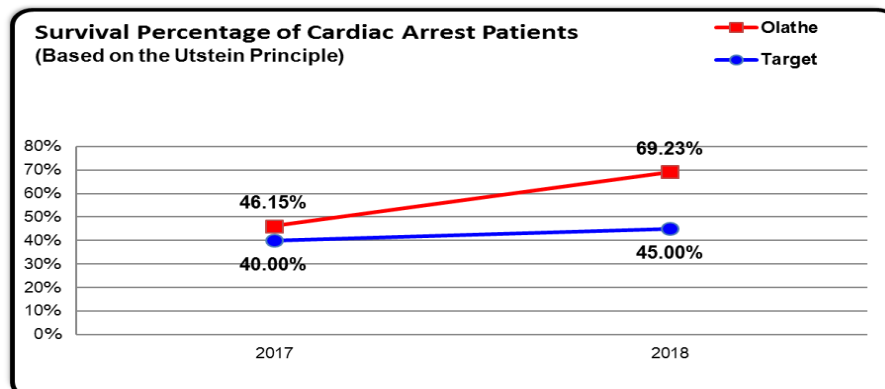
Every year, more than 300,000 people experience an out-of-hospital cardiac arrest in the United States. The Utstein principle is the international gold-standard by which modern engaged EMS systems measure the effectiveness of their response system when caring for victims of sudden cardiac arrest (SCA) in prehospital environments.

This measure focuses on patients who were in a **public location**, had a **bystander witness the SCA**, and were found in a **shockable rhythm**. These individuals are the ones the EMS system can have the most impact on. Ultimately, the Utstein survival rate is the percent of patients discharged alive from a hospital.

Since most sudden cardiac arrests happen away from professional emergency responders, survivability is increased by the Chain of Survival. The Chain of Survival is a four-link intervention process which can help save the lives of patients. The links are **early access to emergency care via 911**, **early CPR** (bystander), **early defibrillation** (AED) and **early advanced care** by emergency responders. When each link in the chain works successfully, the chance of surviving SCA increases greatly. The Fire Department has been reporting data since 2011 based on Utstein principles which are measurements of system performance that assist with understanding the true chain of survival. However, the true consequence of cardiac arrest survivability to the community is determined by the patient outcome. Discharge of a person from a medical center who survived a cardiac arrest event and maintains an acceptable quality of life is certainly the preferred outcome for the patient and community.

The Fire Department began working with the transporting ambulance service in 2015 to record information on each cardiac arrest in Olathe, including patient outcome, in the CARES registry – the Cardiac Arrest Registry to Enhance Survival – a national network established by the CDC to improve data collection on cardiac arrests in the United States. Tracking this information helps discover ways to improve our response and compare our performance to local, state and national performance data. We are hopeful this tracking will help us identify ways to improve a patient's chance of surviving a cardiac arrest.

In 2018, the Fire Department also increased efforts to promote CPR education in the community. This means more people are trained to help in the Chain of Survival mentioned above. More than 2,000 people were trained to provide life-saving support in 2018. Classes were offered to church groups, city employees, the Parents as Teachers program, and at special events throughout the city including Spanish-speaking sessions.



6. Fire Confined to Room of Origin

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Citizens feel and are safe in person and property*

Organizational Goals

- 1) *Strengthen our safe and secure community*

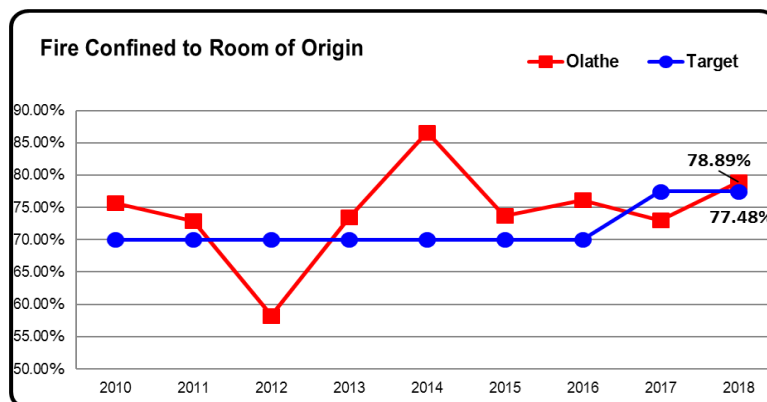
The percent of structure fires confined to the object or room of origin increased in 2018 from 73.03 percent to 78.89 percent surpassing the target of 77.48 percent for the year. The target was based on the Fire Department's own historical performance as other benchmarking numbers available through the US Fire Administration were consistently lower than our own performance.

Since measuring how many fires were prevented is nearly impossible, fire departments often evaluate how quickly fires are contained. When a fire is contained in the room it started in, fewer lives are lost and less property is damaged. Multiple factors influence this measure including how quickly the fire is reported, the age of the structure and its furnishings, proximity to fire stations and available units, on-duty staff available to perform critical tasks, dispatch time, training and equipment, traffic, fire protection systems and community awareness of fire prevention methods. With all these considerations, fire responses can vary significantly each year.

The number of structure fires in Olathe remained the same in 2018 compared to 2017. The most common areas of the home for Olathe fires to begin are the kitchen, deck/patio/porch, and attic area. The most common causes were unattended cooking and discarded smoking materials. Several small fires in 2018 involved two spaces in a home (attic/main floor, the wall between rooms, etc.). These were not huge fires with significant property loss, but matched the definition for fire spread beyond the room of origin because of the location/circumstance of the fire. Property loss per capita was \$27 up from \$15 last year. This is less than the loss rate expected for a Midwest city with Olathe's population.

With all the contributing factors, the Fire Department recognizes that fires in Olathe continue to pose a risk to the community. A report from Underwriters Laboratories (UL) states that while the physics of fire development has not changed over time, the fire environment, or more specifically the single-family home, has evolved. Several factors including home size, geometry, contents and construction materials have changed significantly over the past 50 or more years. Each of these factors equates to: (a) faster fire propagation, (b) shorter time to flashover, (c) rapid changes in fire dynamics, (d) shorter escape times and (e) shorter time to collapse. Ultimately, these factors directly affect the well-being of both citizens and firefighters.

While we find ways to help manage risks associated with fires through our fire prevention efforts and deployment strategies, we expect fires in Olathe to continue to be a concern in the years to come.



7. Percent of Time That Water Quality Meets Regulatory Standards

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Pursue environmental stewardship*

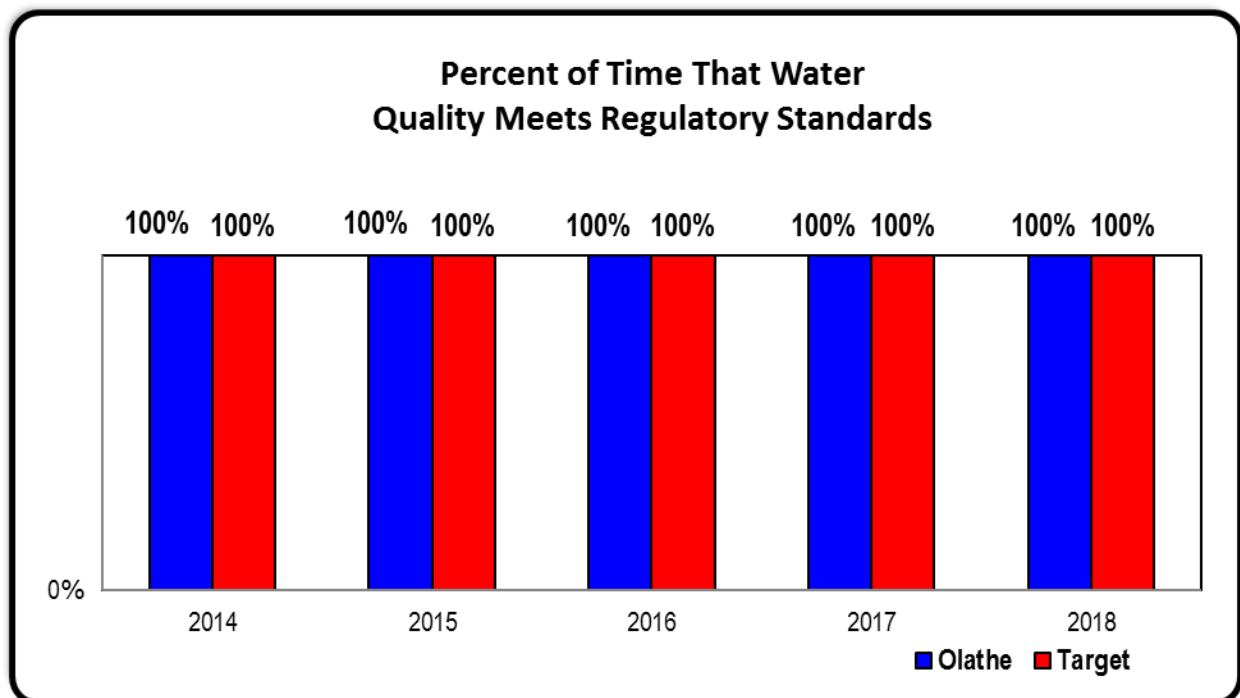
Organizational Goals

- 1) *Strengthen our safe and secure community*
- 2) *Safeguard our environment and natural resources*
- 3) *Promote a physically healthy community*

A key result indicator for citizens and businesses is the availability of a satisfactory quantity of potable water for consumption, irrigation, and fire protection that meets all state and federal water quality standards. The City's water plant produced 4.7 billion gallons of water in 2018 or about 12.9 MGD (millions of gallons per day).

The City is required by federal regulations to monitor the water quality by obtaining frequent water samples and measuring, among many other parameters, the turbidity (cloudiness of water), using a nephelometer and the chlorine levels using chlorine analyzers throughout the distribution system.

In 2018, Olathe's water met the chlorine and turbidity standards of the U.S. Environmental Protection Agency 100% of the time. Per the Clean Water Act, 100% compliance is required. Olathe has met this requirement for the last 12 years.



8. Parks & Recreation Satisfaction (ETC Institute's DirectionFinder® Survey)

STRATEGIC ALIGNMENT:

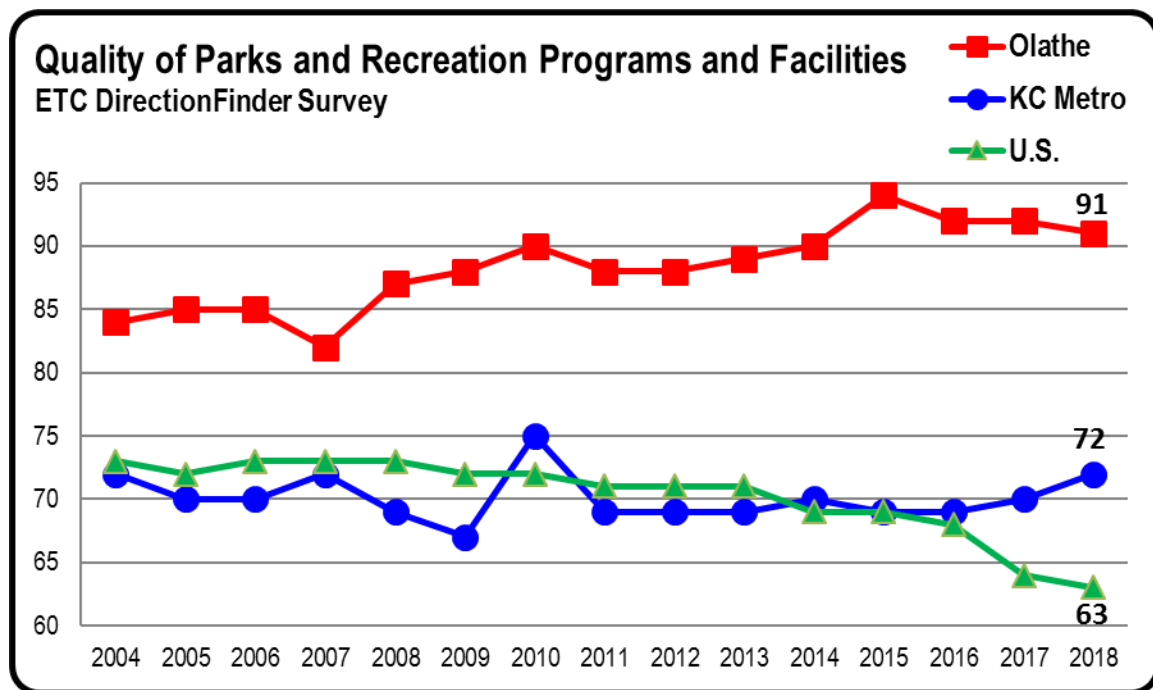
City Council Priorities

- 1) *Deliver high-quality customer service*
- 2) *Pursue environmental stewardship*
- 3) *Develop and implement a Healthy Communities Master Plan*

Organizational goals

- 1) *Strengthen our safe and secure community*
- 2) *Deliver high-quality customer service*
- 3) *Promote an active and healthy community*
- 4) *Safeguard our environment and natural resources*

Overall satisfaction with Parks & Recreation programs/facilities in 2018 was 91%. This rating was statistically the same as 2017 when survey margin of error is considered. Olathe Parks & Recreation scored 19 percentage points higher than the KC metro area and 28 percentage points higher than the national average for overall satisfaction. The department showed high levels of satisfaction in many categories such as the maintenance and number of City parks, the maintenance and number of walking and biking trails, City swimming pools, quality of the City's indoor recreation facilities, quality of outdoor athletic fields, and special events.



9. Mobility Index

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) **Deliver high-quality customer service**

Organizational Goals

- 1) **Advance safe and efficient transportation choices**
- 2) **Deliver high-quality customer service**
- 3) **Be responsible and accountable financial stewards**
- 4) **Improve and maintain City assets**

Transportation issues can have a tremendous impact on living, working and doing business in Olathe. Transportation management reaches across all modes of transportation (pedestrian, bicycle, bus and auto). It seeks to make modal connections and improvements consistent with sound land-use planning.

As part of the 2017 Transportation Master Plan update, Public Works revised the Mobility Index to measure progress toward organizational goals relevant to transportation. The revised indices were developed to provide a more granular view of the organizational goals to advance safe and efficient transportation choices, deliver high-quality customer service, be responsible and accountable financial stewards, and improve and maintain city assets.

The former Mobility Index has now been separated into the following three indices:

- Mobility – Availability and movement within the overall transportation network
- Transportation Preservation and Renewal - Current performance of the system vital to support existing and future assets
- Transportation Satisfaction - Customer perception regarding overall transportation network availability, movement and condition

The Mobility Index emphasizes a balanced multi-modal transportation system that provides effective, efficient and safe mobility for residents. It acknowledges fiscal and environmental constraints. Also, it supports purposeful integration of transportation and land-use decisions to be mutually supportive.

The baseline score for 2017 was 100. In 2018, the index score is 89, representing a fall of 11 points. The decline is due to a significant decrease in the desired speed of major City corridors which is weighted heavily in the index due to the measures' impact on traffic flow and congestion. Although there were decreases in desired speeds at several City corridors, emphasis on 119th Street and Santa Fe have yielded positive results in decreased travel time due to implementation of a traffic signal timing study. The index was also positively impacted by a decline in fatality traffic accidents.

With the focus areas of Transportation, Public Safety, Active Lifestyles, and Economic Viability as a backdrop, the following initiatives frame Olathe's desire to advance safe and efficient transportation choices as well as frame the analysis and recommendations of the Transportation Master Plan:

Initiative 1: Provide a transportation system supporting mobility, safety, and access for future development.

Initiative 2: Provide street designs that meet the needs of people walking, driving, cycling, and taking transit.

Initiative 3: Support *PlanOlathe* with appropriate transportation investments and infrastructure.

Initiative 4: Support active transportation and improved connectivity for all modes. Eliminate gaps in connectivity.

10. Transportation Preservation and Renewal Index

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Deliver high-quality customer service*

Organizational Goals

- 1) *Advance safe and efficient transportation choices*
- 2) *Deliver high-quality customer service*
- 3) *Be responsible and accountable financial stewards*
- 4) *Improve and maintain City assets*

Transportation issues can have a tremendous impact on living, working, and doing business in Olathe. Transportation management reaches across all modes of transportation (pedestrian, bicycle, bus, and auto). It seeks to make modal connections and improvements consistent with sound land-use planning.

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- Mobility – Availability and movement within the overall transportation network
- Transportation Preservation and Renewal - Current performance of the system vital to support existing and future assets
- Transportation Satisfaction - Customer perception regarding overall transportation network availability, movement and condition

The baseline score for 2017 was 100. In 2018, the index score is 107, representing a rise of 7 points. The increase in the overall index was due to the Overall Condition Index (OCI) increasing for the arterial street network and the local street network. A continued focus on the preservation and renewal of Olathe's streets will keep this index above its established baseline.

The Transportation Preservation and Renewal Index emphasizes current performance of the system vital to support existing and future assets by incorporating asset management life-cycle costing best practices.

With the focus areas of Transportation and Public Safety as a backdrop, the following initiative frames Olathe's desire to advance safe and efficient transportation choice, as well as frame the analysis and recommendations of the Transportation Master Plan:

Initiative 1: Maintain the existing transportation system.

11. Transportation Satisfaction Index

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Deliver high-quality customer service*

Organizational Goals

- 1) *Advance safe and efficient transportation choices*
- 2) *Deliver high-quality customer service*
- 3) *Be responsible and accountable financial stewards*
- 4) *Improve and maintain City assets*

Transportation issues can have a tremendous impact on living, working and doing business in Olathe. Transportation management reaches across all modes of transportation (pedestrian, bicycle, bus and auto). It seeks to make modal connections and improvements consistent with sound land-use planning.

As part of the 2017 Transportation Master Plan update, Public Works revised the Mobility Index to measure progress toward organizational goals relevant to transportation. The revised indices were developed to provide a more granular view of the organizational goals to advance safe and efficient transportation choices, deliver high-quality customer service, be responsible and accountable financial stewards, and improve and maintain city assets.

The former Mobility Index has been separated into the following three indices:

- Mobility – Availability and movement within the overall transportation network
- Transportation Preservation and Renewal - Current performance of the system vital to support existing and future assets
- Transportation Satisfaction - Customer perception regarding overall transportation network availability, movement and condition

The Transportation Satisfaction Index emphasizes customer perception to improve decision making, justification of resources, and addressing broader goals to meet transportation needs of residents and businesses.

The baseline score for 2017 was 100. In 2018, the index score is 97, representing a fall of 3 points. The decline is due to an annual satisfaction decline in many transportation-related satisfaction measures, including ease of bicycle and pedestrian travel, overall maintenance of City streets, and ease of north/south and east/west travel. The index was also positively impacted by a slight satisfaction increase in snow removal on major City streets.

With the focus areas of Transportation and Economic Viability as a backdrop, the following initiatives frame Olathe's desire to advance safe and efficient transportation choices, as well as frame the analysis and recommendations of the Transportation Master Plan:

Initiative 1: Maximize cost-effectiveness in developing and maintaining the transportation system.

Initiative 2: Develop high-quality customer service.

12. Private Investment in Downtown as a Percent of Total Dollars Invested

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Continue to support economic development and job creation*

Organizational Goals

- 1) *Advance safe and efficient transportation choices*
- 2) *Deliver high-quality customer service*
- 3) *Improve and maintain City assets*
- 4) *Foster a vibrant economy*

This indicator measures the overall private investment in Downtown Olathe as a percentage of total investments in Downtown. Over the past decade, the City has made significant investments in Downtown because of the recommendations set forth in the Envision Olathe Downtown Plan (2004) including raising the rails, quiet zone implementation, parking garage expansion, Santa Fe Streetscape and Park, and wayfinding signage. The City is currently moving into implementing the updated Envision Olathe Downtown Plan which includes the development of infrastructure and other modifications necessary to align with the updated Downtown Plan due to the rapidly changing landscape of Downtown Olathe.

\$ 86,926,464 = Public

+ \$ 402,782 = Private

\$ 87,329,246 = TOTAL investment

$[(402,782/87,329,246) \times 100 = 0.46\%]$

- Of the Private Dollars Invested, 100% were from commercial building permits.
- The Public Investment in Downtown includes the new Johnson County Courthouse, alterations at the Johnson County Jail, alterations at the Johnson County Administrative Building, the City of Olathe IT building, and alterations to the Olathe City Hall EOC.
- In 2018, this measure did not meet its target due to the substantial amount of public investment in Downtown. Private investment will make up a larger amount of total investment in Downtown going forward as large public projects (such as the Johnson County Courthouse) are not on the horizon for the foreseeable future.

In FY 2019 and beyond, the Johnson County Courthouse project will represent a significant public investment in Downtown. In 2018, the City launched the Downtown Storefront Improvement Grant which was developed to assist business and property owners with façade improvements in Downtown Olathe. The Alley Enhancement project will represent another Downtown enhancement along with a street mural project at the intersection of Park and Cherry streets which will be a unique opportunity to infuse public art into a recently completed street rehabilitation project.

In FY 2019, the City will also rezone Downtown Olathe. As outlined in the City's Envision Olathe Downtown Plan, application of this new zoning district to the Downtown core and parts of the transition area will help build the density of residents and businesses Downtown needed to create a more critical mass of activity.

13. Actual Land Use Mix

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) Meet the financial challenges of the future with priority-based decision-making focused on long term strategies**
- 2) Continue to support economic development and job creation**

Organizational Goals

- 1) Foster a vibrant economy**
- 2) Safeguard our environment and natural resources**

Actual land use mix was chosen as an annual report measure due to the implications it has on both revenues derived and services demanded from any given combination. Over time, as the City expands closer to ultimate build-out, the actual land use breakdown and the predicted land use patterns should more closely align.

In 2010, Olathe adopted an updated comprehensive plan, PlanOlathe, which included a future land use plan for the City. PlanOlathe is a living document and is updated annually. It is based on extensive public input and detailed analysis. It reflects the community vision for how the City should grow and develop, today and in the future. The future land use plan is organized around several key themes, including greenways, corridors, centers, neighborhoods and districts. These land use themes translate to an overall mix of various land uses, including commercial, office, industrial, various densities of residential, open space, mixed-use and others.

As part of the Comprehensive Plan update process, the future land use plan was evaluated with two important tools: a build-out analysis and a land demand forecast. These tools were used to evaluate the viability of the community's vision and to provide an objective analysis of the plan's fiscal implications. The build-out analysis indicated if Olathe continued to grow with a similar land use mix to today, this would put the City on a fiscally unsustainable path, accounting for the various tax revenues, service costs and infrastructure needs. The analysis also demonstrated the land use mix recommended by the comprehensive plan was fiscally sustainable. Based on this analysis, the land use mix recommended by the comprehensive plan is used as the basis for this performance measure. This future land use mix predicts more density, mixed use and urban infill than the current growth pattern in Olathe. The future land use mix that meets PlanOlathe's goal for ultimate build out is 42.3% residential and 57.7% non-residential.

The current land use mix is 32.3% residential to 67.7% non-residential. At ultimate build-out, Olathe will cover approximately 92.5 square miles. The current area is 68.75 square miles. Of the 68.75 square miles, 27.0% of Olathe is considered Agriculture/Vacant or Rural Residential. As Olathe develops and expands, the land uses should more directly relate to the recommendations of the comprehensive plan, however, the land use mix will more regularly relate to the common 30% residential and 70% non-residential in the near future.

The first step in developing a measure for land use mix is to separate each future land use category into a specific mix of land uses. The following table describes this breakdown.

Future Land Use Allocations

14.Future Land Use Category	% Commercial	% Office	% Industrial	% Single Family	% Two Family	% Multifamily	% Parks/Open Space	Total %
Primary Greenway							100%	100%
Secondary Greenway							100%	100%
Commercial Corridor	70%	15%				15%		100%
Urban Center/Downtown	30%	30%	5%	5%	5%	25%		100%
Transit-Oriented Development District	16%	42%				42%		100%
Regional Commercial Center	80%	10%				10%		100%
Community Commercial Center	90%	5%				5%		100%
Neighborhood Commercial Center	90%	5%				5%		100%
Mixed-Use Residential Neighborhood	5%	5%		15%	5%	70%		100%
Conventional Neighborhood	2%	3%		80%	5%	10%		100%
Conservation/Cluster Neighborhood	2%	3%		80%	5%	10%		100%
Employment	5%	50%	45%					100%
Industrial	5%	5%	90%					100%
Cedar Creek Mixed Use	25%	35%	5%	5%	5%	25%		100%

Note: For each land use category, excluding primary and secondary greenways, 14% was considered for streets and rights-of-way, and 6% was considered for public and semi-public uses. These percentages are based on the current mix of these uses in the City.

Based on the breakdown for each future land use category, an ultimate target for various land uses is developed. The chart below shows the ultimate target of land use, by category, which is projected to be fiscally sustainable.

Land Use Category	Ultimate Target % of Total Land Use	2018 Land Use Mix	2017 Land Use Mix	2016 Land Use Mix
Commercial	5.3%	2.8%	2.9%	2.9%
Office	7.9%	1.7%	1.6%	1.6%
Industrial	5.1%	8.4%	8.2%	8.2%
Single-Family Residential	30.0%	22.7%	22.4%	22.3%
Two Family Residential	2.2%	1.1%	1.1%	1.1%
Multifamily Residential	10.1%	7.3%	7.3%	6.9%
Parks and Open Space	19.3%	7.5%	7.3%	7.3%
Streets & Rights-of-Way	14.0%	15.3%	15.6%	15.6%
Public/Semi-Public	6.0%	6.7%	6.6%	6.5%
Rural Residential	0.0%	1.2%	1.2%	1.3%
Agriculture/Vacant	0.0%	25.3%	25.8%	26.3%
Total	100.0%	100.0%	100.0%	100.0%
Residential	42.3%	32.3%	32.0%	31.6%
Non-Residential	57.7%	67.7%	68.0%	68.4%

15. Solid Waste Diversion

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) *Pursue environmental stewardship*

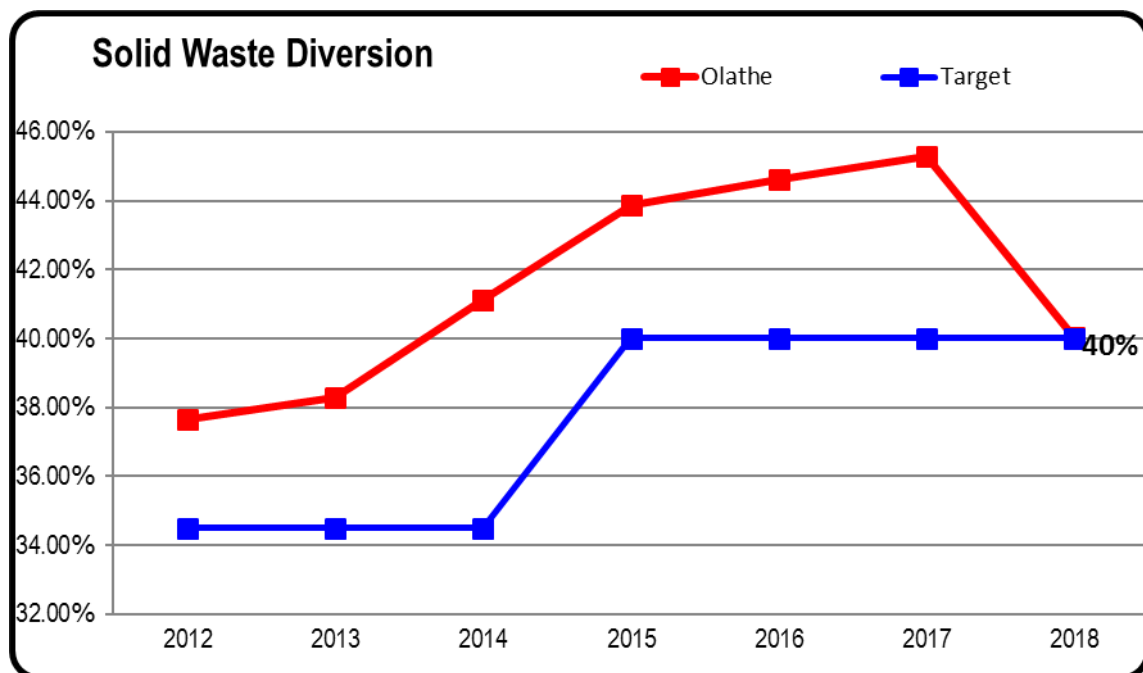
Organizational Goals

- 1) *Safeguard our environment and natural resources*
- 2) *Promote an active and healthy community*

The City diverted 26,834 tons of green waste in 2018 by mulching limbs and composting yard waste. In 2018, Olathe's diversion rate declined from 45.27% to 40.03%. The City took a "Back to Basics" approach with a focus on quality over quantity and an effort to rebrand the drop-off sites to control contamination of the material collected in response to changing global recycling regulations. We are still meeting our goals for diversion by being above the national average. Despite increasing restrictions, Olathe continues to recycle material due to our partnership with the Waste Management Materials Recovery Facilities and its connections with domestic markets.

The key to assuring a sustainable environment for future generations is an efficient and responsible means of diverting waste from landfill disposal through waste reductions and reuse education efforts, drop-off and curbside collection of recyclables, yard waste composting operations and household hazardous waste management, including e-waste. The recently approved Solid Waste Master Plan discusses opportunities for recycling opportunities including:

- Limiting materials at drop-off sites to control for contamination.
- Continuing to promote better customer education about waste reduction and recycling.
- Establishing multi-material drop-off sites where staff can manage the sites.
- Expanding the current compost facility.



16. Diversity Index

STRATEGIC ALIGNMENT:

City Council Priorities

- 1) **Citizens feel and are safe in person and property**

Organizational Goals

- 1) **Strengthen our safe and secure community**
- 2) **Promote an active and healthy community**
- 3) **Provide high-quality customer service**

Olathe's Direction Finder Diversity Index reflects citizen satisfaction with service quality provided to persons with physical and general disabilities as well as residents with hearing impairment and seniors. It is not a satisfaction indicator that includes race, ethnicity or economic status.

While there has not been a statistically significant shift in the quarterly numbers of Satisfied Diversity Index respondents, data trends do show a slight migration among the number of Very Satisfied respondents. Modest growth can be seen in the Neutral and Dissatisfied categories. However, it remains notable the aggregated Dissatisfied and Very Dissatisfied categories do not exceed 10 percent of respondents. Similarly, most respondents, consistent at about 93 percent each quarter, indicated Neutrality or Satisfaction.

To better assess factors influencing lowered scores, and increase understanding of current programs and overall Diversity Index perceptions, the City will continue to gain perspective from citizens in the coming year around this subject. This year, Olathe will also update its American Disabilities Act (ADA) Transition Plan for the first time since 1995. This effort will identify service gaps for disabled populations, including City communication, program inclusion and facility access opportunities. The resulting plan will prioritize enhancements across departments and include staff education on ADA obligations and best practices.

Similarly, it is likely there will continue to be limited awareness of the City's Persons with Disabilities Advisory Board (PDAB). Established as an adjunct to Olathe's Human Relations Commission and now an independent body, PDAB includes disabled and able-bodied Council-appointed members dedicated to empowering, supporting, and promoting an accessible community for all citizens. PDAB conducts annual outreach to include cohosting Disability Mentoring Day which prepares more than 200 disabled job seekers for local employment through interview skills training and resume review. PDAB also regularly consults with local developers to offer suggestions for commercial building upgrades that facilitate service to and inclusion of disabled patrons and employees, most recently advising project designers for Olathe's new Indian Creek Library and the Johnson County Courthouse. Similarly, the group partners with leading disability service organizations such as Inclusion Connections and works to publicly recognize disability heroes through its annual Accessible Community Awards program. PDAB also helped found and continues to sponsor a regional disability expo which presents products, services, sports activities, and an artistic showcase for people with disabilities and their caregivers. As the City embarks upon updating its ADA Transition Plan, PDAB will certainly be involved in the process, engaging community partners as well. Through enhanced communication, we aim to elevate awareness of PDAB's initiatives and impact throughout the City.

The Social Security Administration (SSA) broadly defines disability diversity to include physical, mental and communication disabilities of varied severities. 2014 SSA data estimates disability diversity prevalence at 27 percent across the US.[1] In Olathe, that's approximately 26% of the population or 37,000 people, which underscores the need to understand and address the gradual decline in the Index scores from 115 in 2016 to 104 in 2018. The baseline of 100 was established in 2008 and although the target of 110 was not met, the baseline was still exceeded.

[1] US Census Bureau, <https://www.census.gov/content...>



Organizational Scorecard

Values:



Putting Strategy into Action

Vision: Setting the Standard for Excellence in Public Service

Community Focus Areas

-Active Lifestyles- -Diversity- -Downtown- -Economic Viability- -Public Safety- -Transportation- -Utility Services-

City Council Priorities

- Deliver high quality customer service
- Meet financial challenges of the future with priority-based decision making focused on long-term strategies
- Optimize resources in the most efficient and effective manner
- Citizens feel and are safe in person and property
- Continue to support economic development and job creation
- Utilize community engagement to align service delivery
- Pursue environmental stewardship
- Provide an excellent employment environment

Two-Year Goals

- Redevelop old fire station (Santa Fe & Kansas)
- Start expansion of Indian Creek Library
- Vibrant and exciting K-State Campus in Olathe
- Develop and implement a Healthy Communities Master Plan

Organizational Goals

Satisfied Customers

Strengthen our Safe & Secure Community

Advance Safe & Efficient Transportation Choices

Deliver High-Quality Customer Service

Safeguard our Environment & Natural Resources

Provide Quality Public Amenities

Promote an Active & Healthy Community

Financially Strong

Foster a Vibrant Economy

Be Responsible & Accountable Financial Stewards

Effective Organization

Improve & Maintain City Assets

Employ Visionary, Innovative, & Solution-Driven Business Processes, Practices & Systems

Engaged Workforce

Recruit, Develop & Retain Employees Committed to Excellence

Strengthen our Culture of Leadership, Innovation & Employee Engagement

Organizational Stewardship

Revised
12/2015

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Property Loss Per Capita (Annual) Police (Annual)	YTD Dollar Loss Rate	\$ 16.28	\$ 16.94	\$ 20.93	
	Annual Target	\$ 36.29	\$ 36.29	\$ 36.29	
 Clearance Rate - Property (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Property Clearance Rate	33.60%	35.29%	30.30%	
	Target	28%	28%	28%	
 Number of Civilian Fire Fatalities Annually Fire	Actual	0	1	1	
	Target	1.12	1.12	1.12	
 Clearance Rate - Violent (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Violent Clearance Rate	78.974%	75.728%	75.600%	
	Target	75%	75%	75%	
 Number of Civilian Fire Injuries Annually Fire	Actual	1	5	3	
	Target	8.73	7.54	7.54	
 Clearance Rate - Total (Part II) (Annual) Police (Annual)	Actual Year End Part 2 Total Clearance Rate	58.48%	65.25%	65.40%	
	Target	65%	65%	65%	
 Survival Percentage of Cardiac Arrest Patients (Based on the Utstein Principle) (Council Key Result Indicator #5) (OPD) Key EMS Measures	Percent Arriving w/Pulse	54.35%	46.15%	69.23%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	40.00%	40.00%	45.00%	
 Fire Confined to Object or Room of Origin (Council Key Result Indicator #6) (OPD) Key Fire Measures	YTD Actual	76.14%	73.03%	78.89%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	74.80%	77.48%	77.48%	
 Crime Rate - Total (Part I) (Council Key Result Indicator #2) (Annual) Police (Annual)	Actual Year End Part 1 Total Crime Rate	16.84	15.48	15.54	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Annual Target	26.00	26.00	26.00	

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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Number of Fires in Olathe Key Fire Measures	Actual	194	230	255	
	Target	459	459	459	
 Crime Rate - Property (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Property Crime Rate	15.41	13.63	13.20	
	Annual Target	23.00	23.00	23.00	
 Number of Structure Fires in Olathe Key Fire Measures	Actual	88	88	90	
	Target	188	181	181	
 Estimated Property Loss Per Capita (Fire) Key Fire Measures	Loss per Capita	\$ 51.75	\$ 15.29	\$ 26.57	
	Target	\$ 50.00	\$ 50.00	\$ 50.00	
 Crime Rate - Total (Part II) (Annual) Police (Annual)	Actual Year End Part 2 Total Crime Rate	22.47	22.42	22.56	
	Annual Target	38.00	38.00	38.00	
 First Arriving Unit response within 5 minutes for Code 1 Emergency Calls (Fire) Other Key Performance Indicators	% Code 1 Calls Responded to <= 5 min	52.56%	59.20%	60.89%	Performance is evaluated by shift, station and unit to best identify areas for improvement. Benchmarks have been established for different response types. Overall actual performance is evaluated against the target.
	Target	61.00%	61.00%	61.00%	
 Crime Rate - Violent (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Violent Crime Rate	1.43	1.48	1.91	
	Annual Target	3.00	3.00	3.00	
 Turnout Code 1 Medical Calls Accreditation	% YTD Code 1 EMS Calls turnout <=1min	64.36%	64.61%	68.60%	Turnout times that exceed benchmark are reported daily to command staff for follow-up. Reporting will be improved in 2019 to better track reasons for delay. Goal is 1 minute 90% of time. Current department baseline is 1 min 18 seconds 90% of time.
	Target	90.00%	90.00%	90.00%	








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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Turnout Code 1 Fire Calls Accreditation	YTD % Code 1 Fire Calls turnout time <=1:20	56.74%	68.12%	76.28%	Turnout times that exceed benchmark are reported daily to command staff for follow-up. Reporting will be improved in 2019 to better track reasons for delay. Turnout on fire calls fluctuates significantly because of a limited sample size. Goal is 1 minute 20 seconds 90% of the time. Current department baseline is 1 min 38 seconds 90% of the time.
	Target	90.00%	90.00%	90.00%	
 Number of Citizens Trained in CPR Fire	Actual	534	438	2,000	
	Target	1,000	1,000	1,000	
 Number of Citizens Trained in Community Emergency Response Team (CERT) Fire	Actual	156	143	105	
	Target	50	100	100	
 Children Participating in Adopt-a-School Program Fire	Actual	7,812	8,193	13,074	
	Target	10,000	10,000	10,000	
 Total Number of Citizens Reached with Public Education and Outreach Activities Fire	Total Citizens	42,939	39,521	54,261	
	Target	40,000	40,000	40,000	
 Number of Life Safety Inspections Community Risk Management	Actual	1,803	2,692	3,317	
	Target	2,500	2,500	2,500	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with {Feeling of Safety} In City Parks (Q22_3) (1Q & 3Q) (OPD) DirectionFinder-Parks & Rec.	Actual	72.21%	74.53%	70.68%	A very thorough analysis using extensive business intelligence tools was recently conducted. The office of Performance Management along with the Parks and Recreation and Police departments collaborated. Statistical analysis, predictive analytics, GIS mapping, and benchmarking were all utilized. Additional citizen research was also conducted. Without any question it was confirmed that Olathe's parks are safe. It is important that we look for ways to share this information and ideas have been identified for 2019 through using the Parks and Rec. app as well as other means. Additionally, important considerations are being reviewed with the major updates happening at Lake Olathe.
	Target	75.00%	75.00%	75.00%	
 Average Priority 1 Response Time (Annual) Police (Annual)	Year End Response Time	4:82	4:83	4:45	
	Target	5:00	5:00	5:00	
 Clearance Rate - Property (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Property Clearance Rate	33.60%	35.29%	30.30%	
	Target	28%	28%	28%	
 Clearance Rate - Violent (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Violent Clearance Rate	78.974%	75.728%	75.600%	
	Target	75%	75%	75%	
 Clearance Rate - Total (Part II) (Annual) Police (Annual)	Actual Year End Part 2 Total Clearance Rate	58.48%	65.25%	65.40%	
	Target	65%	65%	65%	
 Crime Rate - Property (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Property Crime Rate	15.41	13.63	13.20	
	Annual Target	23.00	23.00	23.00	
 Crime Rate - Violent (Part I) (Annual) Police (Annual)	Actual Year End Part 1 Violent Crime Rate	1.43	1.48	1.91	
	Annual Target	3.00	3.00	3.00	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Crime Rate - Total (Part I) (Council Key Result Indicator #2) (Annual) Police (Annual)	Actual Year End Part 1 Total Crime Rate	16.84	15.48	15.54	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Annual Target	26.00	26.00	26.00	
 Crime Rate - Total (Part II) (Annual) Police (Annual)	Actual Year End Part 2 Total Crime Rate	22.47	22.42	22.56	
	Annual Target	38.00	38.00	38.00	
 Property Loss Per Capita (Annual) Police (Annual)	YTD Dollar Loss Rate	\$ 16.28	\$ 16.94	\$ 20.93	
	Annual Target	\$ 36.29	\$ 36.29	\$ 36.29	






Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Mobility Index (Council Key Result Indicator #9) (OPD) PW_APR	Revised Mobility Index Score		100	89	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target -	NA	100	100	
 Accident Rate - Alcohol Related (Annual) Police (Annual)	YTD Alcohol Related Accident Rate	0.414	0.415	0.479	Increased construction projects and incidents of distracted driving have impacted accident rates.
	Annual 3 Year Historical Avg	0.485	0.466	0.439	
 Accident Rate - Commercial Vehicles Related (Annual) Police (Annual)	YTD Commercial Vehicles Accident Rate	1.457	1.295	1.379	
	Annual 3 Year Historical Avg	1.374	1.448	1.421	
 Accident Rate - Fatality (Annual) Police (Annual)	YTD Public Property Fatality Crash Rate	0.037	0.022	0.014	
	Annual Target	0.045	0.045	0.044	
 Accident Rate - Injury (Annual) Police (Annual)	YTD Public Property Injury Crash Rate	3.094	2.764	2.629	
	Annual Target	4.800	4.800	4.900	
 Accident Rate - Non-Injury (Annual) Police (Annual)	YTD Public Property Non-Injury Crash Rate	19.825	16.880	17.071	Increased construction projects and incidents of distracted driving have impacted accident rates.
	Annual Target	18.300	18.300	16.720	
 Accident Rate - Pedestrian (Annual) Police (Annual)	YTD Pedestrian Accident Rate	0.191	0.137	0.156	
	Annual 3 Year Historical Avg	0.192	0.186	0.171	

Deliver High-Quality Customer Service

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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Percentage of OlatheConnect inquiries responded to within 2 business days Communications and Customer Service	Actual	95.89%	95.04%	95.19%	
	Target	95.00%	95.00%	95.00%	
 Citizen satisfaction with the City's efforts to keep you informed about local issues (Q18_2) (1Q & 3Q) DirectionFinder-Communications & Customer Service	Actual	81.86%	78.64%	78.84%	Target based on Business Intelligence system data average of prior year's results. Staff continues to employ a balance of traditional and emerging/digital communication channels to inform and engage the public. Recent enhancements include a new meeting management solution, near real-time surveys and reports back to the public, and applying consistent brand standards to street construction project notifications and signage.
	Target	78.94%	80.48%	80.57%	
 Citizen satisfaction with quality of city's website (Q18_5) (1Q & 3Q) DirectionFinder-Communications & Customer Service	Actual	73.35%	73.64%	70.80%	Target based on Business Intelligence system data average of prior year's results. Staff continues to evaluate and implement website enhancements to improve the user experience.
	Target	76.32%	78.05%	75.80%	
 Citizen satisfaction with the overall effectiveness of city communication with the public (Q1_7) DirectionFinder-Communications & Customer Service	Actual	79.35%	83.67%	82.77%	
	Target	84.32%	82.82%	82.64%	
 Percentage of inbound calls answered in 20 seconds or less Communications and Customer Service	Actual	90.00%	90.00%	82.00%	
	Target	80.00%	80.00%	80.00%	



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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Percent of Respondents who Rate the Professionalism of Police Personnel with Whom They had Contact as Good or Excellent Police	YTD Percent Very Satisfied and Satisfied	90.67%	89.68%	87.93%	This measure reflects satisfaction based on citizens who have had actual contact with police personnel. While just under the target, satisfaction with the professionalism of police personnel is very high. Over the past 5 years, satisfaction has fluctuated from a low of 87.13% to a high of 90.67%.
	Target	88.00%	88.00%	88.00%	
 Citizen satisfaction with the overall quality of police, fire, and emergency medical services (Q1_1) DirectionFinder-CMO	Actual	94.76%	95.04%	94.69%	
	Target	90.00%	90.00%	90.00%	
 Citizen satisfaction with how quickly fire/emergency medical services respond to emergencies (Q24_7) DirectionFinder-Fire	Actual	91.93%	93.78%	94.37%	
	Target	92.00%	92.00%	92.00%	
 Citizen satisfaction with overall enforcement of city codes and ordinances (Q1_5) DirectionFinder-Fire	Actual	70.29%	68.82%	69.28%	While just under the target, citizen satisfaction in Olathe is significantly higher than in the KC Metro area (49%) and across the nation (54%). Target was set based on our own performance and to foster continued improvement.
	Target	70.00%	70.00%	70.00%	
 Percent of Stormwater requests responded to within one day PW_Stormwater	Actual	100.00%	100.00%	100.00%	Department policy is to reply to all requests (by phone or in-person) within 24 hours. There may be follow up work that is done at a later date.
	Target	95.00%	95.00%	95.00%	
 Total number of volunteer hours for the department Parks & Recreation	Actual	34,552	35,651	52,838	2018 Total: Flag Football- 500 Baseball- 4,500 Basketball- 32,000 Volleyball & Soccer- 2,240 Non-Rec volunteer hours- 13,598
	Target	13,500	30,000	30,000	



Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Percent of Time Wastewater Meets Effluent Limits (OPD) PW_APR	YTD % Total	99.95%	100.00%	99.98%	Through 2018, the wastewater treatment plants were 99.98% compliant. A reporting violation occurred in July due to missing a sampling deadline due to a holiday. Regardless, continuous improvements in plant maintenance, operations and treatment processes continue to provide consistently high quality wastewater treatment.
	Target	100.00%	100.00%	100.00%	
 Percent of Time Water Meets Regulatory Standards (Council Key Result Indicator #7) (OPD) PW_APR	Actual	100.00%	100.00%	100.00%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	100.00%	100.00%	100.00%	
 Solid Waste Diversion Rate (Council Key Result Indicator #14) (OPD) PW_APR	Annual Diversion Rate (YTD)	44.60%	45.27%	40.03%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	40.00%	40.00%	40.00%	

Provide Quality Public Amenities



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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with the overall quality of the City's public cemetery (Q19_16) (Q2 & Q4) DirectionFinder-Parks & Rec.	Actual	80.55%	76.36%	74.71%	Citizen satisfaction with the overall quality of the City's public cemetery was 74.71% in 4Q 2017, which is statistically within the margin of error for the target of 75%. Being a fairly new survey question, this target may be reevaluated once more historical data or regional/national comparable data is available.
	Target	75.00%	75.00%	75.00%	
 Citizen satisfaction with the quality of outdoor athletic fields (Q19_6) (Q2 & Q4) DirectionFinder-Parks & Rec.	Actual	83.54%	82.19%	80.75%	In 2018, there were no significant changes in satisfaction with the quality of outdoor athletic fields. Citizen satisfaction remains high in this category at greater than 20 percentage points above the national average.
	Target	81.00%	81.00%	80.00%	
 Outdoor Pools Financial Profit/Loss Pool Attendance	Revenue	\$679,534	\$655,440	\$672,014	While pool attendance is greatly influenced by the weather, controlling costs is at the forefront of pool operations. In 2018, Parks & Rec maintained over 100% cost recovery through cost controlling practices.
	Cost to Operate	\$594,796	\$615,473	\$619,332	
 Citizen satisfaction with the maintenance of walking and biking trails (Q19_4) (Q2 & Q4) (OPD) DirectionFinder-Parks & Rec.	Actual	85.71%	83.74%	82.68%	Satisfaction with maintenance of walking and biking trails remains consistently on or above target.
	Target	82.00%	80.00%	80.00%	
 Citizen satisfaction with the maintenance of City parks (Q19_1) (Q2 & Q4) (OPD) DirectionFinder-Parks & Rec.	Actual	93.16%	92.56%	93.20%	In 4Q 2018, satisfaction with park maintenance in Olathe increased by 3%. A rebound in satisfaction was anticipated in 4Q 2018 due to the dry, hot weather taking a toll on vegetation and beetle infestations attacking trees and shrubs in the parks and along medians this summer. Overall, satisfaction with park maintenance in Olathe remains high and well above the KC region and National average.
	Target	90.00%	90.00%	90.00%	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with the quality of the City's youth athletic programs (Q19_8) (Q2 & Q4) DirectionFinder-Parks & Rec.	Actual	83.14%	79.67%	77.04%	Although there was a slight decrease in satisfaction in 2018, the department's rating of 77% is 21% above the KC Metro average and 16% above the National average. Internal youth athletic program survey results remain consistently above target and do not indicate any decline in satisfaction.
	Target	78.00%	78.00%	78.00%	
 Citizen satisfaction with the quality of the City's adult athletic programs (Q19_9) (Q2 & Q4) DirectionFinder-Parks & Rec.	Actual	77.29%	72.89%	68.72%	The decline in satisfaction in 4th quarter 2018 is likely because there are no adult programs in the 4th quarter, due to the adult leagues being outdoor sports. In the future, the target for 4th quarter may be reevaluated based on this fact. Satisfaction still remains around 15% higher than both the regional and national average.
	Target	72.00%	72.00%	72.00%	
 Citizen Satisfaction with the Overall Quality of Parks & Recreation Programs and Facilities (Q1_2) (Council Key Result Indicator #8) (OPD) DirectionFinder-Parks & Rec.	Actual	92.32%	91.88%	91.00%	Overall satisfaction with Parks & Recreation programs/facilities in 2018 was 91%. This rating was statistically the same as 2017 when survey margin of error is considered. Olathe Parks & Recreation scored 19% higher than the KC metro area and 28% higher than the National average for overall satisfaction. The department showed high levels of satisfaction in many categories, such as the maintenance and number of City parks, the maintenance and number of walking and biking trails, City swimming pools, quality of the City's indoor recreation facilities, quality of outdoor athletic fields, and special events.
	Target	88.00%	88.00%	90.00%	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Diversity Index (Council Key Result Indicator#15) (OPD) Communications and Customer Service	Actual	115	107	104	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	>110	>110	>110	
 Citizen satisfaction with the number of walking/biking trails (Q19_3) (Q2 & Q4) DirectionFinder-Parks & Rec.	Actual	83.30%	81.68%	80.53%	Satisfaction with the number of walking/biking trails in Olathe has consistently remained above target since 2013. The 2018 target was increased to 80%. We anticipate satisfaction to remain steady or grow in this area with additional trails planned for Olathe, such as the Cedar Creek Trail in 2019.
	Target	78.00%	78.00%	80.00%	




Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 New business relocations facilitated through the chamber (by square footage) – includes retail, office, industrial & other classifications Chamber of Commerce (Olathe)	Actual	857,900	1,140,000	1,500,000	New Garmin facility, Olathe Health Center, Terracon office building, ProPack Solutions, KPG Logistics, Hobby Lobby, QT, Dairy Queen, and additional various retail.
	Target	600,000	750,000	1,000,000	
 Significant new Prospect project inquiries (received through EDC, KCADC & KDOC) Chamber of Commerce (Olathe)	Actual	22	22	25	Projects Movement, Wildcat, Dakota, Seven Stripe, Rushes, Cayman, Husker, Bueller, Unite, Pete, Frosty, Spark, Harmony, two bioscience park projects, Precision, Crowbar, Genesis, and Crown Packaging.
	Target	20	20	22	
 Consultant meeting and major marketing events attended to foster and build relationships Chamber of Commerce (Olathe)	Actual	6	7	7	Big 12 Toumey, Royals Suite, ICSC, ACCE, VanTrust broker event, Exchange trip, KEDA.
	Target	5	6	6	
 New and existing jobs created and retained annually as a result of direct EDC efforts Chamber of Commerce (Olathe)	Actual	1,285	1,528	1,655	Hyland Software, Cargill, Garmin, Terracon, OMC, ProPack Solutions, KPG Logistics, various retail.
	Target	1,200	1,200	1,200	
 New overall project investment (developer or company) Chamber of Commerce (Olathe)	Actual	\$411,700,000	\$266,500,000	\$268,000,000	Garmin manufacturing facility, Terracon, OMC Cancer Center, Hyland Software, Cargill, KPG Logistics, St Lukes Community Hospital, ProPack, various retail throughout the City.
	Target	\$100,000,000	\$200,000,000	\$200,000,000	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Olathe companies advised of and/or receiving local & state incentives through the GrowOLATHE Economic Gardening Plan Chamber of Commerce (Olathe)	Actual	28	28	28	Terracon, TVH, Garmin, Bedrock, RoKC, ABC, Park Street Pastry, KBA Tenants, Red Crow, Structura, Olathe Glass, Cargill, Honeywell.
	Target	17	20	20	
 State incentives generated through EDC efforts for existing and relocating companies Chamber of Commerce (Olathe)	Actual	\$12,000,000	\$9,500,000	\$14,300,000	Terracon, RoKC, Cargill, Hyland Software, Bed Rock Concrete, ProPack Solutions, KPG Logistics.
	Target	\$15,000,000	\$10,000,000	\$10,000,000	
 Number of direct retention calls or visits with existing companies Chamber of Commerce (Olathe)	Actual	309	322	328	Based on retention visits.
	Target	275	300	300	
 Infill of existing space as a direct result of EDC efforts – includes all types retail, office, industrial & other categories Chamber of Commerce (Olathe)	Actual	370,000	326,000	520,000	Cargill, Hyland Software, Elite Sports - 2 facilities, Walhburgers, Treadwell Tires, Aqua Tots, various additional retail.
	Target	450,000	400,000	350,000	
 Existing Olathe companies that expanded with space additions Chamber of Commerce (Olathe)	Actual	17	17	18	DH Pace, TVH, Olsson, Payless Floor, Rawhide Harley, Rush Soccer, OMC, Garmin, Talem Salon, Terracon, OMC, Fry Ortho, Hobby Lobby, Brown Bag.
	Target	15	15	15	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Hotel Occupancy Rate Chamber of Commerce (Olathe)	Actual	62.80%	64.70%	60.60%	4th Quarter of 2018 was significantly lower than past years, which drove down our annual occupancy. 2019 goal has been decreased as we are adding 200+ rooms to the market along with national/regional projections to be down in 2019.
	Target	52.60%	63.30%	64.80%	
 Non-residential Assessed Valuation as a Percentage of Total Assessed Valuation RM_APR	Actual	34.00%	34.00%	34.00%	
	Target	30.00%	30.00%	30.00%	
 Private Investment in Downtown as a Percent of Total Dollars Invested (Public & Private) (Council Key Result Indicator #12) (OPD) PW_APR	Actual	2.39%	22.90%	0.46%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	10.00%	10.00%	13.30%	
 Actual Land-Use Mix - Non-residential (Council Key Result Indicator #13b) (OPD) PW_APR	Actual	68.40%	67.97%	67.70%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	70.78%	69.45%	67.13%	
 Actual Land-Use Mix - Residential (Council Key Result Indicator #13a) (OPD) PW_APR	Actual	31.60%	32.03%	32.30%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	29.22%	30.55%	32.87%	





Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Bad Debt Ratio for Dollars Billed Communications and Customer Service	Actual	0.13%	0.10%	0.40%	We continue to monitor our bad debt ratio. We had staffing challenges in 2018 that impeded our ability to properly manage placing accounts into credit control status in a timely manner. There have been many efforts in streamlining the process, training additional staff and automating critical components to return to our standard practice. Please note, bad debt ratio under 1% is exceptional in our industry.
	Target	0.35%	0.35%	0.20%	
 Citizen Satisfaction with the Overall Value Received for City Tax Dollars and Fees (Q3_8) (Council Key Result Indicator #3) (OPD) DirectionFinder-CMO	Actual	70.69%	73.19%	67.89%	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target	71.00%	68.00%	64.00%	
 % Variance Actual to Budget for General Fund Revenues - Property Tax RM_APR	Actual	2.92%	-0.71%	-0.32%	
	Target	+/- 5 percent	+/- 5 percent	+/- 5 percent	
 % Variance Actual to Budget for General Fund Revenues - Sales Tax RM_APR	Actual	2.72%	1.60%	-0.06%	
	Target	+/- 5 Percent	+/- 5 Percent	+/- 5 Percent	
 % Variance Actual to Budget for General Fund Revenues - Franchise Fee RM_APR	Actual	-4.28%	-5.95%	-1.40%	
	Target	+/- 5 percent	+/- 5 percent	+/- 5 percent	
 % Variance Actual to Budget for General Fund Revenues - Fines & Forfeitures RM_APR	Actual	-5.60%	-33.57%	20.50%	The 2018 budget reflects the new fine schedule as adopted July 1st, 2017. Between 2017 and 2018, there was a 22% increase in the number of cases filed, which resulted in higher revenues for 2018.
	Target	+/- 5 percent	+/- 5 percent	+/- 5 percent	




Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 % Variance Actual to Budget for General Fund Expenditures - Personal Services RM_APR	Actual	-5.29%	-6.88%	0.62%	
	Target	+/- 3 percent	+/- 3 percent	+/- 3 percent	
 % Variance Actual to Budget for General Fund Expenditures - Contractual RM_APR	Actual	-3.34%	3.54%	-2.80%	
	Target	+/- 3 percent	+/- 3 percent	+/- 3 percent	
 % Variance Actual to Budget for General Fund Expenditures - Commodities RM_APR	Actual	-8.14%	-9.84%	0.88%	
	Target	+/- 3 percent	+/- 3 percent	+/- 3 percent	
 General Obligation Bond Rating Index (Council Key Result Indicator #4) (OPD) RM_APR	Actual	9	9	9	
	Target	9	9	9	
 Total Aggregate Net Direct Debt as a % of Market Value RM_APR	Actual	4.60%	4.50%	5.30%	
	Target	<= 7 percent	<= 7 percent	<= 7 percent	
 % of General Fund Revenues from Sales Tax RM_APR	Actual	49.70%	49.80%	48.96%	
	Target	<= 50 percent	<= 50 Percent	<= 50 Percent	
 Fund Balance: General Fund Reserves as a % of General Fund Revenues (OPD) RM_APR	Actual	30%	30%	30%	
	Target	30%	30%	30%	
 General Obligation Debt Per Capita (OPD) RM_APR	Actual	\$1,547	\$1,480	\$1,286	Note: As of report printing, this reflects most current data available.
	Target	< \$1,800	< \$1,800	< \$1,800	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Percent of CIP projects completed within CIP dollar value PW_APR	Actual	100.00%	100.00%	100.00%	In FY 2018, Public Works completed 100% of projects within the original or revised budget, meeting the department's target.
	Target	100.00%	100.00%	100.00%	
 Cost of Fire Service Per Capita Fire	Actual	129.09	135.44	145.92	
	Target	150.00	150.00	150.00	
 Cost of Services Per Capita Police	Annual Cost of Services Per 1000	\$ 180.71	\$ 187.30	\$ 188.86	
	Annual Target	\$ 170.00	\$ 170.00	\$ 200.00	

Improve and Maintain City Assets

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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with mowing and trimming along city streets and other public places (Q5_8) DirectionFinder-Parks & Rec.	Actual	78.82%	77.61%	78.90%	Citizens remain consistently satisfied with mowing and trimming along City streets and other public places. In 2018, Olathe Parks & Recreation scored nearly 79% which is almost 4 points above target.
	Target	76.00%	75.00%	75.00%	
 Citizen satisfaction with the quality of landscaping in medians on City Streets (Q5_12) DirectionFinder-Parks & Rec.	Actual	77.97%	76.78%	75.51%	In 4th quarter 2018, citizen satisfaction with the quality of landscaping in medians on City streets rebounded to meet the target of 75%. A slight decrease was seen in 2nd and 3rd quarters of 2018 due to the dry, hot weather taking a toll on vegetation, and beetle infestations attacking trees and shrubs along medians this summer.
	Target	75.00%	75.00%	75.00%	
 Citizen satisfaction with the overall maintenance of traffic signals and street signs (Q5_4) PW_DirectionFinder	Actual	82.88%	79.96%	83.91%	In 2018, satisfaction for this measure was in the top 10% in the nation, and was below the top 5% in the country by less than one percent. Satisfaction in Olathe is about 12% higher than the KC metro average and 13% higher than the national average. Improvements in 2018 include new signal timing plans at the 119th Street and Santa Fe corridors as well as continuing to work with Audi and Traffic Technology Services to enable communication with traffic signals in select Audi vehicles.
	Target	85.00%	85.00%	84.00%	
 Citizen satisfaction with maintenance curbs and gutters on city streets (Q5_11) PW_DirectionFinder	Actual	74.17%	76.02%	76.84%	77% of citizens were satisfied with the maintenance of curbs and gutters in Olathe in 2018. In FY 2018, over 30,000 square yards of base and curb repair and approximately 24,000 feet of curb and gutter replacements were completed in support of the Street Maintenance Sales Tax Street Preservation Projects.
	Target	76.18%	76.18%	76.26%	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with overall cleanliness of city streets and other public places (Q5_9) PW_DirectionFinder	Actual	81.94%	83.17%	80.85%	The 2018 year-end satisfaction score of 81% places satisfaction with overall cleanliness of City streets and other public places within the top 25% in the nation, which meets the City's goal. The City also significantly outscored the average scores nationally (65%) and within the Kansas City Metropolitan Area (70%).
	Target	82.00%	82.00%	80.00%	
 Citizen satisfaction with snow removal on major city streets (Q5_6) PW_DirectionFinder	Actual	84.94%	85.52%	86.04%	A score of 86% puts Olathe's citizen satisfaction with snow removal on major City streets in the top 5% in the nation, higher than the national (65%) and Kansas City Metropolitan Area averages (71%). Throughout the end of 2018 and the beginning of 2019, staff have used winter weather surveys, resident feedback, and best practices to provide high quality snow and ice removal services within the City.
	Target	85.00%	85.00%	85.00%	
 Citizen satisfaction with snow removal on neighborhood streets (Q5_7) PW_DirectionFinder	Actual	66.80%	70.23%	70.64%	A score of 71% puts Olathe's citizen satisfaction with snow removal on neighborhood streets in the top 5% in the nation, higher than the national (49%) and Kansas City Metropolitan Area average (51%). Throughout the end of 2018 and the beginning of 2019, staff have used winter weather surveys, resident feedback, and best practices to provide high quality snow and ice removal services within the City.
	Target	65.00%	65.00%	63.00%	



Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Citizen satisfaction with the maintenance of streets in YOUR neighborhood (Q5_2) PW_DirectionFinder	Actual	69.65%	72.52%	72.97%	<p>In 2018, Olathe met its goal of being in the top 25% in the nation, and is only about 0.03% away from being in the top 10% in the nation. Olathe's target was achieved in 2017 and upward progress continues in 2018 as we continue to maintain streets using Street Maintenance Sales Tax and City funds.</p> <p>Olathe also scores significantly higher than the national average (52%) and the Kansas City Metropolitan Area average (49%).</p> <p>With the continued emphasis on street preservation, the City completed 27 lane miles of arterial mill and overlay, 41 lane miles of local and collector mill and overlay, 64 lane miles of surface treatment, and crack sealed 111 lane miles.</p>
	Target	71.00%	71.00%	70.00%	
 Citizen satisfaction with the overall maintenance of city streets, buildings & facilities (Q1_3) PW_DirectionFinder	Actual	75.64%	75.72%	74.95%	<p>The City has continually met its goal to be in the top 25% of cities regarding citizen satisfaction with the overall maintenance of City streets, buildings, and facilities. This has been considered the second most important priority by residents according to DirectionFinder surveys.</p> <p>In 2018, besides scoring in the top 25% in the nation, satisfaction was significantly higher than the national average (47%) and the Kansas City Metropolitan Area average (49%).</p>
	Target	75.00%	75.00%	70.00%	



Improve and Maintain City Assets

Annual Performance Report

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Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Collection System Failures PW_Wastewater Collection	City Responsibility Actual	2	1	4	<p>The City responded to 68 potential sewer backups in FY 2018. Of those, only four were found to have been caused by issues within the City's sanitary sewer systems. The City's goal is for fewer than one property per month to have a City-caused sewer backup issue.</p> <p>In 2018, the City cleaned more than 750,000 feet of sewer lines and replaced 6,300+ feet of water and sewer lines with in-house crews to support utility rehabilitation efforts. Continued proactive maintenance allows the City to continue to meet or exceed its goals.</p>
	Target	12	12	12	
 Average Street Network Overall Condition Index (OCI) PW_APR	Actual	79.80	80.94	81.09	<p>The annual Street Maintenance Sales Tax (SMST) funding is positively impacting overall street conditions by allowing the appropriate number of lane miles to be preserved annually (132 lane miles preserved in 2018).</p> <p>Average street Overall Condition Index (OCI) rose by 0.15 from 2017. A continued focus on street preservation and street maintenance have led to incremental gains in this category each year since 2014, rising exactly three points. The OCI is projected to steadily increase as the SMST and City funds are used to maintain streets.</p> <p>According to the U.S. Army Corps of Engineers, a score of 70 means that the average street in Olathe is in good condition and does not need to be resurfaced. The target of 78 sets a large buffer so that it is not close to the 70 resurface break point.</p>
	Target	78.00	78.00	78.00	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Transportation Preservation and Renewal Index (Council Key Result Indicator #10) (OPD) PW_APR	Transportation Preservation Index Score		100	107	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target -	NA	100	100	
 Transportation Satisfaction Index (Council Key Result Indicator #11) (OPD) PW_APR	Transportation Satisfaction Index Score		100	97	Please see detailed analysis in the Key Results Indicator section earlier in this report for more information.
	Target -	NA	100	100	





Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Achieve Compliance with GFOA Distinguished Budget Presentation Award RM_APR	Actual	100%	100%	100%	
	Target	Yes = 100	Yes = 100	Yes = 100	
 Receive ICMA Performance Certification of Excellence in Performance Measurement RM_APR	Actual	100%	100%	100%	
	Target	Yes = 100	Yes = 100	Yes = 100	
 Receive GFOA CAFR Award RM_APR	Actual	100%	100%	100%	
	Target	Yes = 100	Yes = 100	Yes = 100	
 DirectionFinder Overall Satisfaction Index (Council Key Result Indicator #1) (OPD) DirectionFinder-CMO	Actual	101	102	100	
	Target	100.00	100.00	100.00	
 Percent of Capital Improvement Projects (CIP) completed within contract schedule PW_APR	Actual	100.00%	100.00%	100.00%	
	Target	100.00%	100.00%	100.00%	
 Average Calls for Service per FTE - First Responders Police	CFS (Excluding Animal and Self) per FTE	368.5	367.2	370.8	In 2018, a police officer position was reclassified to a Captains position. Thus, allocated FTEs were reduced by one from 2017 to 2018.
	Target	350	350	350	

Recruit, Develop & Retain Employees Committed to Excellence




Annual Performance Report




 Home

 Measures

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Average Cost Per Workers Compensation Claim Annual RM_Safety & Workers Compensation	Actual	\$7,641	\$4,488	\$4,832	
	Target		\$8,946	\$5,255	
 Avg. Compa Ratio for Career Band Staff RM_APR	Actual	92.56%	94.93%	97.22%	
	Target	100.00%	100.00%	100.00%	
 Voluntary Turnover Rates for Civilian (Police - Excluding Retirement) Police	Annual Civilian Turnover Rate	13.80%	9.95%	10.23%	
	Annual Target for Civilian Turnover Rate	15.00%	15.00%	15.00%	
 Voluntary Turnover Rates for Sworn (Police - Excluding Retirement) Police	Annual Sworn Turnover Rate	7.19%	4.50%	5.06%	The 3 year avg for sworn turnover rates is 5.58% with an annual target of 5%. The department was in essence "on target" for 2018.
	Annual Target for Sworn Turnover Rate	5.00%	5.00%	5.00%	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Average Number of Hours Trained Per Sworn Firefighter Fire	Actual	152.78	178.78	167.00	
	Target	150	150	150	
 Average Training, Education and Development Hours Completed per FTE - Civilian Police	Average Annual Training Hours of Civilian Employee	15.27	20.99	32.00	
	Annual Target for Training Hours per Civilian FTE	20.00	20.00	20.00	
 Average Training, Education and Development Hours Completed per FTE - Sworn Police	Average Annual Training Hours of Sworn Employees	111.11	103.96	98.00	In mid 2018, the police department significantly reduced training opportunities for sworn personnel in an effort to reduce costs due to overtime costs exceeding budgeted amounts. This had a direct impact on the training provided to sworn personnel.
	Annual Target for Training Hours per Sworn FTE	120.00	120.00	120.00	
 Average Number of Days to Fill Full-Time, Non Uniform Staff Positions (Annual) RM_APR	Actual	46	52	65	The Average for Non-Uniform has increased but continues to be watched carefully. Olathe's overall unemployment rate for all jobs, private and public, was below 3% most of the year. A 3% unemployment rate is considered full-employment and is a sign of a tight labor market.
	Target	51	51	51	
 Average Number of Days to Fill Full-Time, Uniform Staff Positions Annual RM_APR	Actual	102	96	110	
	Target	115	115	115	

Measure	Series Status	Dec-16	Dec-17	Dec-18	Analysis
 Leadership Philosophy Culture Measure: I find my day to day work meaningful, challenging and exciting Organizational Development & Training	Actual	84%	84%	86%	
	Target	80%	80%	80%	
 Leadership Philosophy Culture Measure: I intentionally try new and innovative ways of doing things Organizational Development & Training	Actual	82%	82%	84%	
	Target	80%	80%	80%	
 Leadership Philosophy Culture Measure: I understand the expectations of my position and what it takes to do my job well Organizational Development & Training	Actual	95%	95%	94%	
	Target	80%	80%	80%	

Measure	Series Status	Dec-15	Dec-16	Dec-17	Analysis
 Leadership Philosophy Culture Measure: When I make a decision, I seek input from my fellow employees or others Organizational Development & Training	Actual	86%	86%	86%	
	Target	82%	82%	82%	
 Leadership Philosophy Culture Measure: I value collaborative team relationships Organizational Development & Training	Actual	92%	92%	92%	
	Target	82%	82%	82%	
 Leadership Philosophy Culture Measure: When I do my job, I think about the impact I am having on the Organization Organizational Development & Training	Actual	91%	91%	91%	
	Target	90%	90%	90%	

City of Olathe Expression of Data Art Contest

To encourage creative, innovative perspectives of how the City of Olathe functions, area high school students were invited to enter the 2019 Expression of Data art contest. The requirement was to submit an original artistic piece that portrays Olathe's commitment to its citizens and service through the City's use of measurement and data.

This year's theme was transportation, focusing on how the City measures it through mobility, preservation and renewal, and satisfaction.

More than two dozen impressive entries were submitted by Olathe high school students.

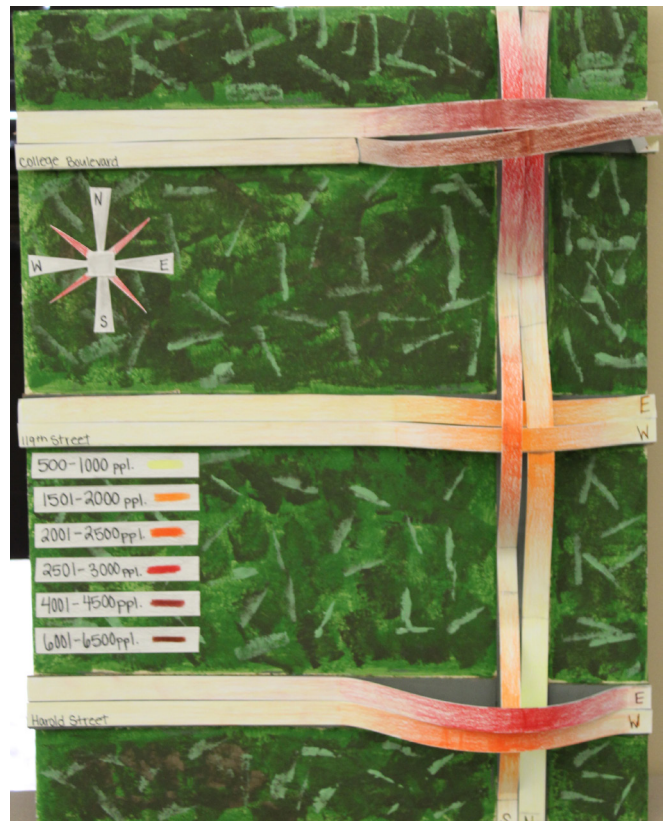
The following students were named the 2019 Expression of Data winners:

- **First place:** Emily Hemsath, Olathe Northwest High School, senior, "Pathways"
- **Second place:** Blake Wiedenmeyer, Olathe Northwest High School, senior, "Wrecked Road"
- **Third place:** Fenix Pool, Olathe Northwest High School, senior, "Daily Commute"

"Pathways" is featured on the cover of the 2018 Annual Performance Report.



"Wrecked Road" is based on monthly car accident statistics in Olathe. The teeth on the skull represent the amount of crashes per month.



"Daily Commute" reveals the traffic flow through the three main intersections of Lone Elm Road. Heights and color represent increased traffic levels.



QUARTERLY FINANCIAL REPORT

GENERAL FUND

4th Quarter 2018





QUARTERLY FINANCIAL REPORT

General Fund

4th Quarter 2018

The Quarterly Financial Report is intended to highlight the current and anticipated performance of the City's General Fund. This report is prepared by the City of Olathe's Office of Management and Budget Services.

This report is broken up into 3 sections:

Economic Conditions presents data on economic indicators for the City of Olathe, Johnson County, and the surrounding region. Altogether, the indicators create a composite view of the economy and can help staff forecast and financially plan for the City.

Revenues presents data on monies brought into the General Fund and includes a detailed breakdown of 4 major revenue categories:

- *Sales tax* is collected from both residents and non-residents who purchase goods within Olathe.
- *Property tax* is collected from real and personal property.
- *Franchise fees* are collected from electric, gas, internet, telephone, and cable service providers.
- *Fines* are collected by the city as penalties for breaking the law.

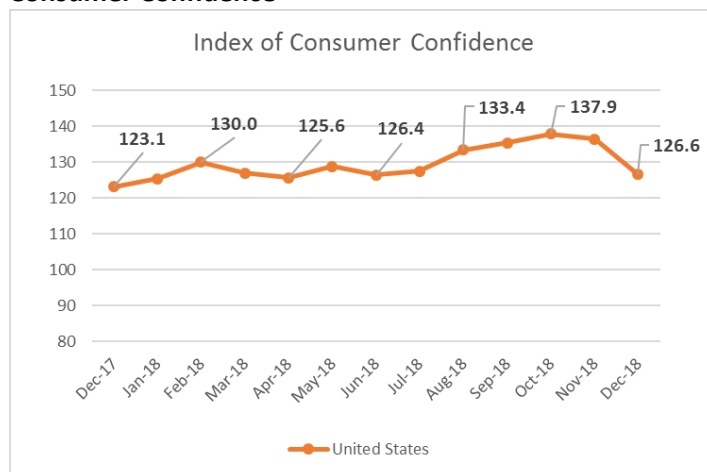
Expenditures presents data on current city spending from the General Fund and includes a detailed breakdown of 3 major expenditure categories:

- *Personal services* expenditures cover the salaries and benefits of those employed by the City of Olathe.
- *Contractual services* expenditures cover privately contracted goods and personnel that are provided to Olathe.
- *Commodities* expenditures cover the items used by each city department.

As good financial stewards of Olathe, we seek to balance revenues and expenditures.

ECONOMIC CONDITIONS

Consumer Confidence



From Q3 2018 to Q4 2018, consumer confidence at the national level decreased. Expectations regarding job prospects and business conditions weakened, but still suggest that the economy will continue expanding at a solid pace in the short-term.¹ The decline in consumer confidence is indicative of some concern that the pace of economic growth will begin to moderate in the 1st half of 2019. For example, consumer expectations regarding job availability and consumer optimism for short-term income prospects decreased slightly at the end of 2018². Even with the recent decline, national consumer confidence is similar year over year (123.1 for December 2017 vs 126.6 for December 2018). Staff will continue to monitor economic indicators including consumer confidence throughout 2019.

¹ The Conference Board Press Release (December 27th, 2018)

² Ibid (December 27th, 2018)

Significant Non-Residential Development

The City of Olathe issued 5 non-residential building permits (for New Structures/Additions over \$250,000) in Q4 2018, accounting for 19% of all non-residential building permits issued in Johnson County during Q4 2018³. Examples of recent new development in Q4 2018 include permits issued for the construction of ROKC Climbing Gym, 119th Medical Office Shell Building, and the Johnson County Courthouse.

Unemployment

The Olathe unemployment rate for December 2018 was 2.5%. The Johnson County unemployment rate for December 2018 was 2.6%. Both the City and County continue to remain below Kansas City, state, and national averages in Q4 2018.⁴

Inflation

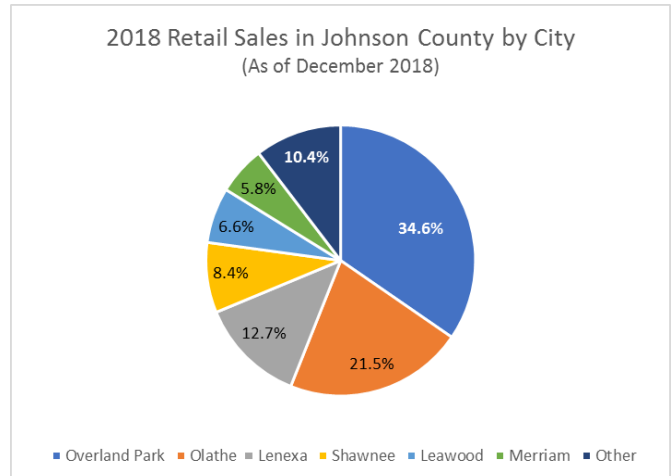
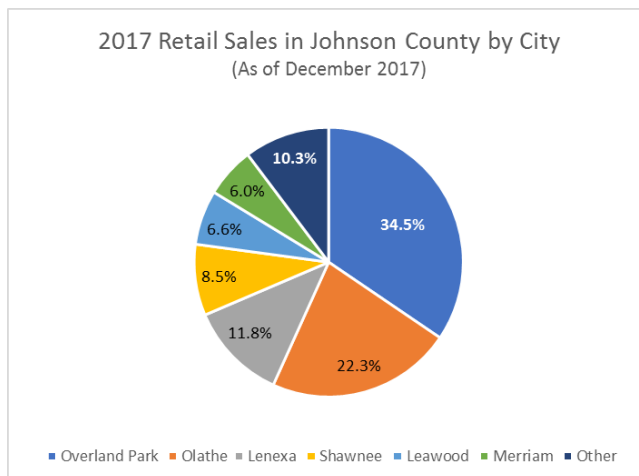
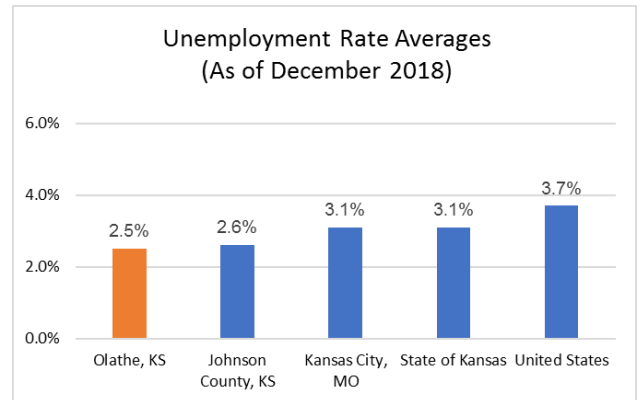
The inflation rate has continued to decrease from 2.2% in November 2018 to 1.9% in December 2018. Decreases are occurring mainly due to a fall in the cost of gasoline and clothing while prices of electricity have stalled⁵

Housing and Residential Construction

The average price of all homes sold in Johnson County remains steady at a YTD average price of \$333,717 (as of December 2018), up from last year's YTD average of \$315,625 (through December of 2017)⁶. Within Johnson County, 1,869 single family building permits were issued through December 2018, which is above 1,719 building permits, the average through December of the previous 5 years⁷. 1,854 multi-family building permits have been issued through December 2018, which is above 1,511 building permits, the average through December of the previous 5 years.

Retail Sales

Data provided by Kansas Department of Revenue YTD shows Olathe's share of retail sales in Johnson County stands at 21.5%, down slightly due to high growth in other Johnson County cities.



Conclusion

Throughout 2018, Olathe has had steady economic performance, commercial development, retail sales, and a low unemployment rate. With slower retail sales observed through Q4 2018, staff will continue to closely monitor sales tax revenues in early 2019 in order to forecast future receipts.

³ CERI (County Economic Research Institute) Johnson County Non-Residential Building Permit 4th Quarter Reports (October, November, December)

⁴ U.S. Bureau of Labor Statistics

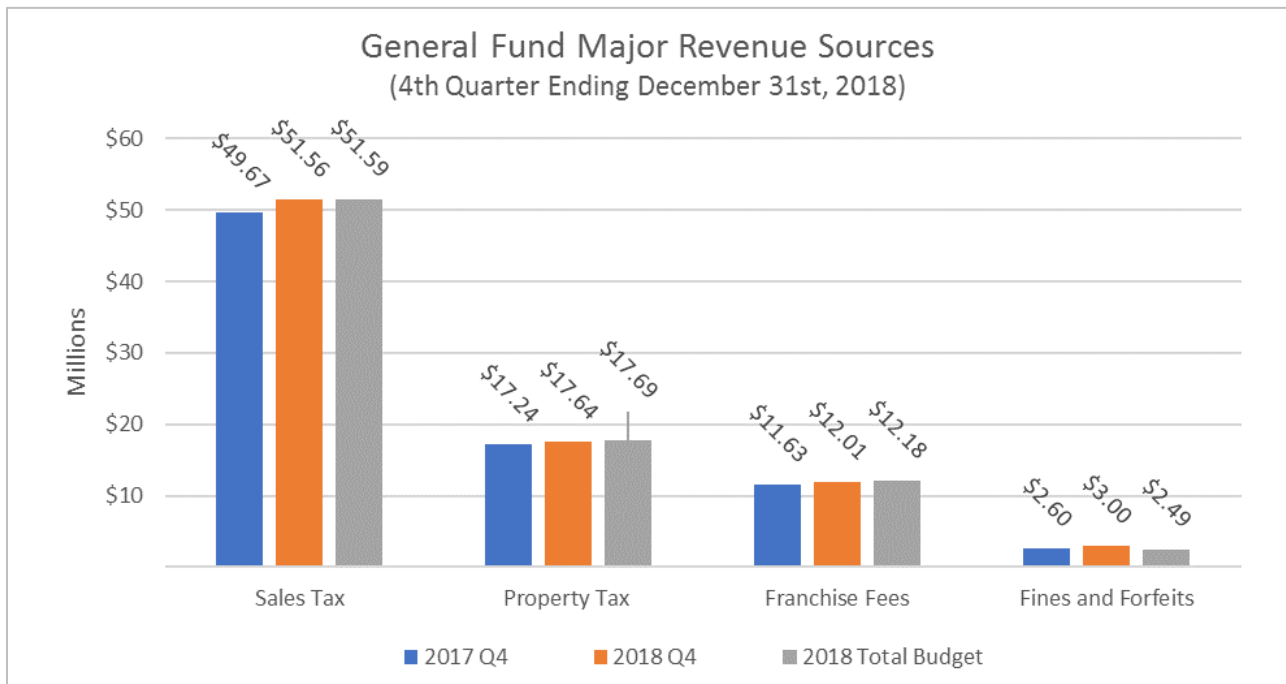
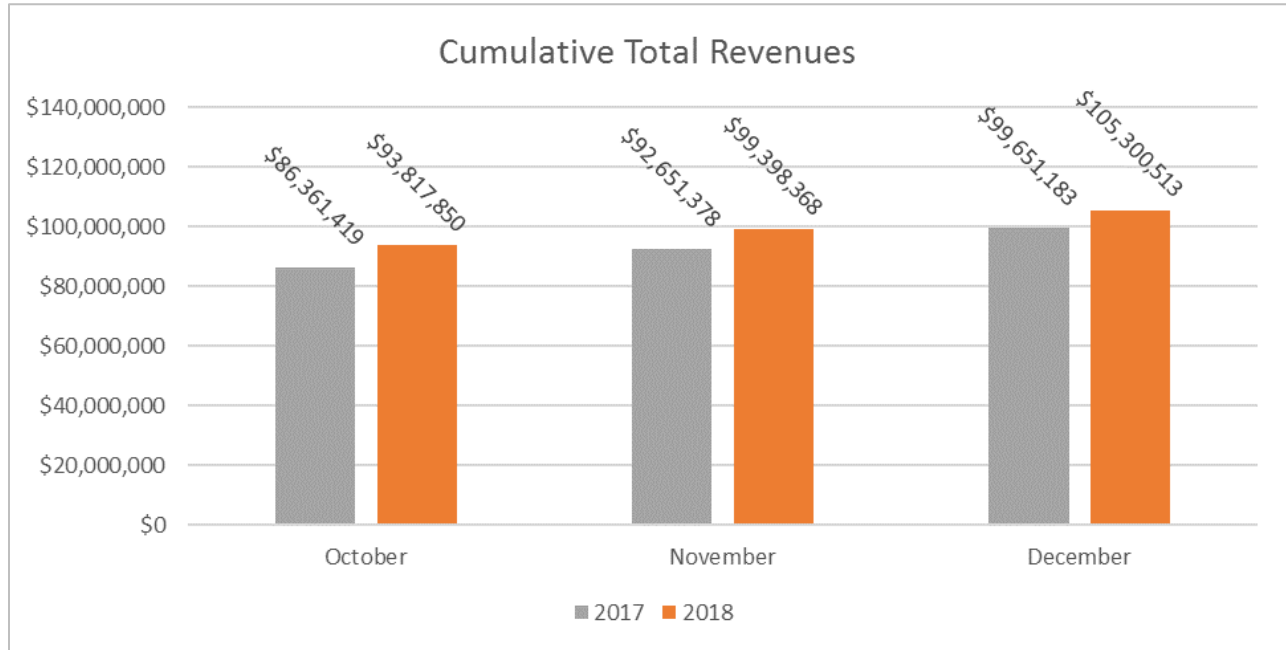
⁵ Data gathered from Trading Economics <http://www.tradingeconomics.com/united-states/inflation-cpi>

⁶ CERI (County Economic Research Institute) Johnson County Indicators, February 2019 Issue (Pricing data originally sourced from Heartland MLS)

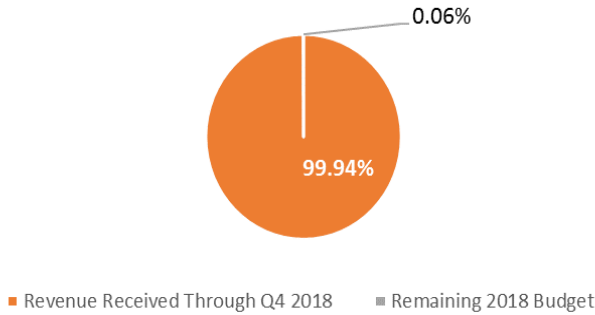
⁷ CERI (County Economic Research Institute) Johnson County Selected Data Analysis, February 2019 Issue

REVENUES

Overview: Total revenue collected through Q4 2018 is \$105,300,513 which is an increase of \$5,230,282 or 5.30% over Q4 2017. Excluding Johnson County Courthouse Sales Tax collected in 2017 and 2018, the increase is \$4,815,655 or 4.95%. Below are charts tracking cumulative total revenues by month and by major revenue source. Incoming revenue to budget actuals can be found on the next page. Staff monitors actual revenues against forecasted revenues monthly and will inform the City Council of any adjustments that may be necessary.



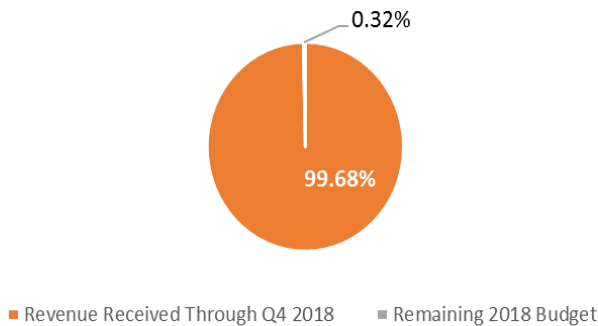
Sales Tax Revenues



➤ **Sales tax revenues** collected through Q4 2018 are \$51,558,306. Excluding Johnson County Courthouse Sales Tax, that amount is \$48,440,217, or 2.22%, higher than the revenue collected from sales taxes in Q4 2017.

- *Historical percentage of end of year total sales tax revenue received to budget by Quarter 4:*
- 2017: 101.60%
 - 2016: 102.72%

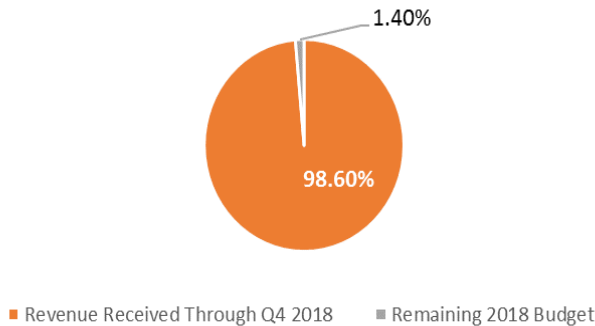
Property Tax Revenues



➤ **Property tax revenues** collected through Q4 2018 is \$17,635,019. When adjusting for changes in the General Fund mill levy, that amount is \$1,284,624, or 9.13% higher than the revenue collected from property taxes in Q4 2017. Most property tax revenues are captured in January, March, and June. Some additional revenues were recorded in October.

- *Historical percentage of end of year total property tax revenue received to budget by Quarter 4:*
- 2017: 99.29%
 - 2016: 102.92%

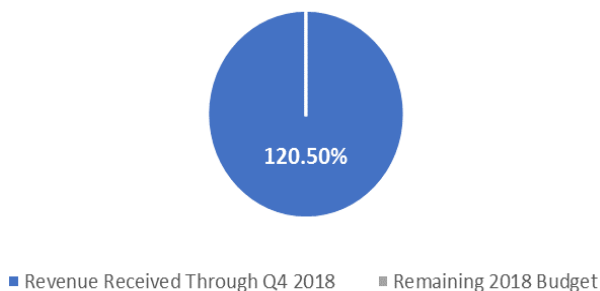
Franchise Fee Revenues



➤ **Franchise fee revenues** collected through Q4 2018 are \$12,009,644. That amount is \$380,400 or 3.27% higher than the revenue collected from franchise fees in Q4 2017.

- *Historical percentage of end of year total franchise fee revenue received to budget by Quarter 4:*
- 2017: 94.05%
 - 2016: 95.72%

Fines and Forfeits Revenues

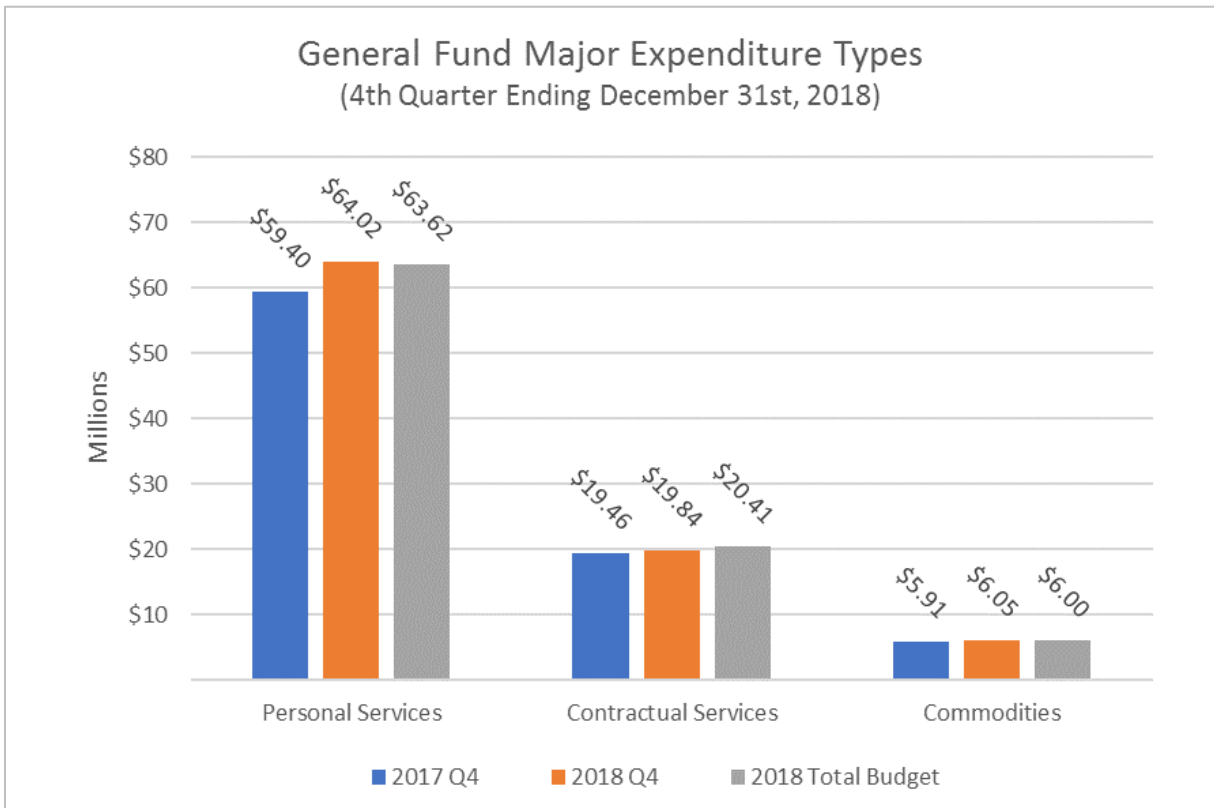
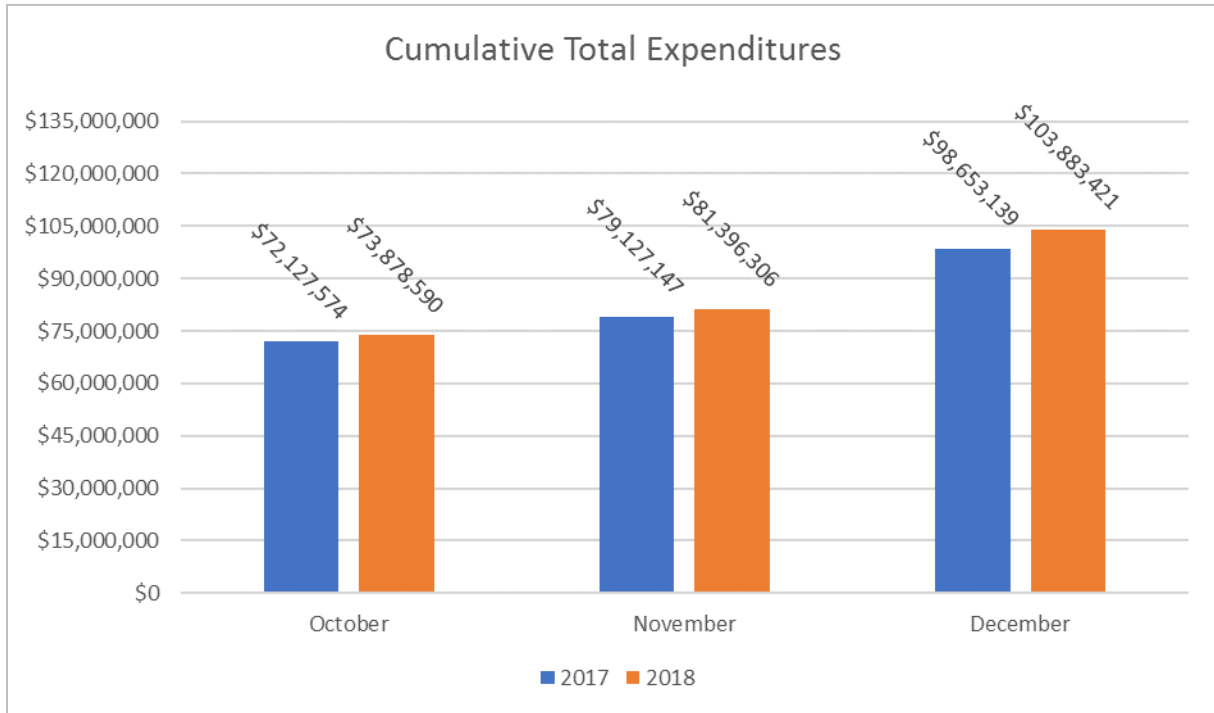


➤ **Fine revenues** collected through Q4 2018 are \$3,002,196. That amount is \$401,298, or 15.43%, higher than the fine revenue collected in Q4 2017. The 2018 budget reflects the new fine schedule as adopted July 1st, 2017. Between 2017 and 2018, there was a 22% increase in the number of cases filed, which resulted in higher revenues for 2018.

- *Historical percentage of end of year total fine revenue received to budget by Quarter 4:*
- 2017: 66.43%
 - 2016: 94.40%

EXPENDITURES

Overview: Total expenditures spent in the General Fund through Q4 2018 are \$103,883,421. This amount is \$5,155,973, or 5.22% higher than Q4 in 2017. Below are charts tracking cumulative total expenditures by month and cumulative expenditures by major expenditure types. The next page tracks how closely expenditure types are tracking to their budgeted projections.



Personal Services Expenditures



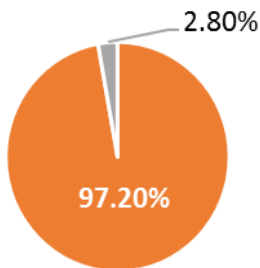
■ Budget Spent Through Q4 2018 ■ Remaining 2018 Budget

➤ **Personal services** expenditures through Q4 2018 are \$64,018,985. That amount is \$4,618,989, or 7.78% more than expenditures for personal services in Q4 2017. The increase over 2017 was largely due to a decrease in vacant positions from 2017 to 2018.

➤ *Historical percentage of end of year total personal services spent to budget by Quarter 4:*

- 2017: 93.12%
- 2016: 94.71%

Contractual Services Expenditures



■ Budget Spent Through Q4 2018 ■ Remaining 2018 Budget

➤ **Contractual services** expenditures through Q4 2018 are \$19,838,844. That amount is \$379,162, or 1.95% more than expenditures for contractual services in Q4 2017. Expenditures for contractual services were below budget due to lower than projected vehicle expenses.

➤ *Historical percentage of end of year total contractual services spent to budget by Quarter 4:*

- 2017: 103.54%
- 2016: 96.66%

Commodities Expenditures



■ Budget Spent Through Q4 2018 ■ Remaining 2018 Budget

➤ **Commodities** expenditures through Q4 2018 are \$6,052,262. That amount is \$141,715 or 2.40% higher than expenditures for commodities in Q4 2017. Commodity expenditures were slightly above budget due to rising fuel costs and training/equipment for new and current employees.

➤ *Historical percentage of end of year total commodities spent to budget by Quarter 4:*

- 2017: 90.16%
- 2016: 91.86%

2018

ECONOMIC DEVELOPMENT INCENTIVES

ACTIVITY REPORT

Prepared by Resource
Management April 2019

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Executive Summary

Nationally identified as one of the most desirable places to live in the central U.S., Olathe is a progressive city utilizing innovative strategies to produce

efficient, responsive government for its residents and business community. Growing and sustaining our economic base is a key priority for the City of Olathe.



The goal of the City is to sustain long-term economic health and vitality of the City through the retention, expansion and attraction of businesses and development that enhance property values, increase personal income, and make a positive contribution to the quality of life of the citizens of Olathe.

The Olathe Economic Development Program is based on a cooperative relationship between the City of Olathe and the Olathe Chamber of Commerce maintaining strong ties with the Johnson County Workforce Partnership, the Kansas City Area Development Council, and the Kansas Department of Commerce.

In partnership with the City, the Olathe Chamber of Commerce works closely with commercial property owners, business owners and developers to assure that all our businesses are functioning at their highest and best use, contributing to the City's tax base and helping us achieve the City's economic development goals. In addition, the Olathe Chamber of Commerce works to actively market the City, recruit new businesses, and help existing businesses thrive.

The Resource Management Department provides annual reports to the Olathe City Council regarding Olathe's economic development activity. These reports provide general information regarding new economic development activity as it relates to the City's industrial revenue bond, tax increment financing, transportation development district, community improvement district, and benefit district programs. The report may also contain other economic development information requested by the City Council from time to time.

Summary of 2018 Economic Development Incentives Activity

Incentive Type	Action
Industrial Revenue Bonds	<ul style="list-style-type: none"> • Resolution of Intent for 4 projects with tax phase in for 10 years • Bond Authorization for 8 sales tax exemption only projects • Bond Authorization for 7 projects with total investment of \$197,724,000 • 7 projects completed. (Attached report provides additional details.)
Community Improvement District	<ul style="list-style-type: none"> • 1 New CID (West Market) Created
Tax Increment Financing District	<ul style="list-style-type: none"> • 1 TIF District (Southgate) retired

Industrial Revenue Bond Tax Phase In (IRB)

The City of Olathe may provide qualified businesses a tax phase in of up to 100% of the new real property taxes for up to 10 years by the issuance of industrial revenue bonds. The issuance of IRBs also allows the City to offer a sales tax exemption on the purchase of building materials in Kansas.



Resolution of Intent Projects in 2018

Project	Investment	Phase In	Term	Classification
AP Multifamily Investors	\$53,925,000	100%	10 yrs	Apartments
Bedrock Concrete	\$6,500,000	50%	10 yrs	Warehouse-Office
Pac Sun Building #2	\$28,450,000	50%	10 yrs	Warehouse
Fremato (TVH Warehouse)	\$15,850,000	50%	10 yrs	Warehouse

IRBs Issued in 2018

Project	Investment	Phase In	Term	Classification
OSC, LLC (Soccer Fields)	\$12,400,000	100%	10 yrs	Athletic Fields
TSVC, Inc. (Terracon)	\$23,000,000	65%	10 yrs	Office
Opus Building II	\$16,524,000	50%	10 yrs	Warehouse
Fremato (TVH Office)	\$8,000,000	55%	10 yrs	Office
Garmin Realty, LLC	\$102,000,000	75%	10 yrs	Warehouse
I-35 Logistic Park Building C	\$30,000,000	50%	10 yrs	Warehouse
Ace Properties, LLC Lot 1	\$5,800,000	50%	10 yrs	Warehouse

Sales Tax Exemptions Issued in 2018

Project	Investment	Classification
OSC, LLC	\$16,000,000	Commercial/Office
MoKan Hospitality, LLC	\$20,000,000	Hotel
RoKC Olathe Property	\$3,000,000	Athletic Facility
Blackbob KC Self-Storage, LTD	\$3,780,000	Storage Facility
Grayson Enterprise, LLC	\$2,000,000	Warehouse/Office
Holmes 111, LLC	\$14,000,000	Commercial
Bala, LLC/Olathe Plaza, LLC	\$8,500,000	Hotel
Woodsonia Real Estate, INC	\$2,500,000	Commercial

Completed IRB's in 2018

Project	Location	Phase In	Appraised Value	Classification
Corporate Ridge, LLC	18103 W. 106 th St.	55%	\$11,730,000	Office
ICS Blackbob 127, LLC A&B	12718 S. Black Bob Road	55%	\$13,780,000	Office
Garmin Int'l, Inc (Tower and Warehouse)	1700 S. Mahaffie Circle	75%	\$99,097,000	Warehouse-Office
Garmin Int'l, Inc. (Manufacturing)	1700 S. Mahaffie Circle	75%	\$97,641,000	Manufacturing
Sun Life Assurance	22101 W. 167 th St.	50%	\$29,912,000	Warehouse
Karbank Enterprises, LLC (Building 4)	16850 W. 119 th St.	55%	\$10,887,000	Office
US Bank National Association	24101 W. Valley Pkwy	55%	\$40,851,980	Office

Active IRB's in 2018

Project	Business Park	Address	% Tax Phase In	Effective	Completed	Term
RKDBD (Delka Designs)	Parkside	618 N CENTRAL ST, OLATHE, KS	50%	2011	2020	10 yrs
Deere and Company	Corporate Ridge	10789 S RIDGEVIEW RD, OLATHE, KS	55%	2012	2021	10 yrs
Logics Control (DVR2)	KC Road	890 N MART-WAY CT, OLATHE, KS	50%	2012	2021	10 yrs
TVH	Standalone	16355 S LONE ELM RD, OLATHE, KS	50%	2013	2022	10 yrs
Webco	Standalone	20575 W 161ST ST, OLATHE, KS	50%	2013	2022	10 yrs
Sun Life Assurance	I-35 Logistics Park	15250 S GREEN RD, OLATHE, KS	50%	2014	2023	10 yrs
Grayson Enterprises, LLC	Deerfield	1320 S ENTERPRISE ST, OLATHE, KS	50%	2015	2023	10 yrs
Grayson Enterprises, LLC	Deerfield	1330 S ENTERPRISE ST, OLATHE, KS	50%	2015	2024	10 yrs
JCOC Holdings, LLC (Custom Store Fronts)	ERL	1490 W IRONWOOD ST, OLATHE, KS	50%	2015	2024	10 yrs
JCKR Properties, LLC (Customer Store Fronts)	ERL	1432 W IRONWOOD ST, OLATHE, KS	50%	2015	2024	10 yrs
Precision Manifold Systems	Standalone	700 W FRONTIER LN, OLATHE, KS	50%	2015	2024	10 yrs
Gunze	Standalone	1400 S HAMILTON CIR, OLATHE, KS	50%	2016	2025	10 yrs
DCI INC (ElecSys)	OPUS KC Road	846 N MART-WAY CT, OLATHE, KS	50%	2016	2025	10 yrs
JDC Olathe, LLC	Standalone	22525 W 167TH ST, OLATHE, KS	50%	2016	2025	10 yrs
TransAmTrucking Inc.	Standalone	19865 W 156TH ST, OLATHE, KS	50%	2016	2025	10 yrs
Garmin Int'l	Standalone	1200 E 151ST ST, STE #1, OLATHE, KS	75%	2017	2026	10 yrs
Himoinsa Power Systems INC	Standalone	16600 S THEDEN ST, OLATHE, KS	50%	2017	2026	10 yrs
Lone Em 716	Standalone	16575 S THEDEN ST, OLATHE, KS	50%	2017	2026	10 yrs
Odyssey Lone Elm	Standalone	16231 S LONE ELM RD, OLATHE, KS	50%	2017	2026	10 yrs
Orizon	56 Commerce Industrial Park	801 W OLD 56 HWY, OLATHE, KS	50%	2018	2027	10 yrs
Builder's Stone	Standalone	665 N LINDENWOOD DR, OLATHE, KS	50%	2018	2027	10 yrs
Contrator's Garage	Mahaffie Business Park	15845 S MAHAFFIE ST, OLATHE, KS	50%	2018	2027	10 yrs
William R. Miller	Mahaffie Business Park	15520 S MAHAFFIE ST, OLATHE, KS	Fixed Pilot	2018	2023	6 yrs

Tax Increment Financing Projects (TIF)

TIF is a development tool which allows cities to pay a portion of redevelopment costs for a new development which is located in the state Enterprise Zone, in a Blighted Area, or a Conservation Area. The redevelopment costs are paid from the new incremental property and sales tax revenue generated by the new development. The existing property and sales tax revenue is “frozen” until the project generates sufficient revenue to pay for redevelopment costs agreed upon between the City and the developer of the Project. Under Kansas law, these redevelopment costs may go toward public infrastructure improvements, including road and utility construction, as well as demolition of existing structures, but may not go toward private building construction.



The following TIF District began in 2018; Ridgeview Marketplace.

Active TIF Projects as of 12-31-18

Project Name	Project Plan Approval Date	Sales Tax Captured***	Total TIF Bonds Issued***	Total Project Costs***	TIF/TDD/CID Reimb. Costs	TIF Elig. Cost Cap***	Revenues to date (Less Administrative Fee)	% Public Investment of Total Project Cost	TERM of TIF***
Heritage Crossing TIF	April 25, 2006	50% City General	Pay-As-You-Go	\$16,441,300	\$3,160,300	\$3,160,300	\$477,867	19.2%	20 years
West Village Center TIF	June 6, 2006	100% City General	\$17,250,000 TIF Bonds	\$58,107,263	\$13,928,302	\$13,928,302	\$12,387,733	24%	20 years
Olathe Gateway TIF Area 1	November 28, 2006	100% City General	\$13,030,000 TIF Bonds	\$88,847,597	\$21,759,819	\$12,771,602	\$6,940,611	14.4%	20 years
Olathe Gateway TIF Area 2A	--	--	--	--	\$0	\$0	\$1,635,806	--	20 years
Olathe Gateway TIF Area 2B	--	--	--	--	\$0	\$0	\$489,230	--	20 years
Olathe Entertainment District TIF (3)	--	--	--	--	\$0	\$0	\$31,327	--	20 years
Santa Fe and Ridgeview TIF	--	50% City General	--	--	\$0	\$0	\$336,798	--	--
Heart of America TIF (Hilton)	December 7, 2010	100% City General	Pay-As-You-Go	\$17,795,000	\$4,250,000	\$3,750,000	\$1,484,408	21.1%	20 years
Ancona TIF	November 20, 2012	100% Ad Valorem Property Tax	Pay-As-You-Go	5,902,160	\$1,561,239	\$2,500,000	\$148,886	42.4%	20 years
Heart of America TIF (Conference Center & Hotel)	August 20, 2013	100% City General Sales Tax and 100% of TGT	Pay-As-You-Go	\$51,000,000	\$19,580,262	N/A	\$3,371,637	38.4%	20 years
Ridgeview Marketplace	August 1, 2017	100% City General	Pay-As-You-Go	59,950,000	\$12,500,000	\$8,500,000	\$9,002	20.9%	15 years

*At the time of project financing

**Date of creation

***Pre-Development agreement

Transportation Development Districts (TDD)

TDD is a special taxing district whereby a petitioner of 100% of the landowners in an area request either the levy of special assessments or the imposition of a sales tax of up to 1% on goods and services sold within a given area.

Under Kansas law, the revenue generated by TDD special assessments or sales tax may pay the costs of transportation infrastructure improvements in and around new development



Active TDD Projects as of 12-31-18

Project Name	Project Plan Approval Date	Sales Tax Captured	Total TDD Bonds Issued	Total Project Costs	TIF/TDD/CID Reimb. Costs	TDD Eligible Cost Cap	Revenues to date (Less Administrative Fee)	% Public Investment of Total Project Cost	Term of TDD
Olathe Pointe TDD Phase I	November 8, 2005	1% TDD Sales Tax	Pay-As-You-Go (50% to Developer/50% to City)	\$30,000,000	N/A	\$15,000,000	\$4,772,177	50%	22 years
Olathe Pointe TDD Phase II	November 8, 2005	1% TDD Sales Tax	Pay-As-You-Go (100% to Developer)				\$756,909		22 years
Olathe Gateway TDD No. 1A	November 28, 2006	1% TDD Sales Tax	\$9,195,000	\$88,847,597	\$21,759,819	\$8,988,217	\$3,339,953	10.1%	22 years
Olathe Gateway TDD No. 1B	November 28, 2006	1% TDD Sales Tax	--	--	\$ -		\$716,548	0	22 years
ORED TDD Area 2	January 10, 2006	1% TDD Sales Tax	--	--	\$ -		\$112,076	0	22 years
Ridgeview Falls TDD	April 1, 2008	1% TDD Sales Tax	Pay-As-You-Go (75% to Developer/25% to City)	10,000,000	N/A	\$5,000,000	\$83,362	50%	22 years

*At the time of project financing

**Date of creation

***Pre-development agreement

Community Improvement Districts (CID)

CID's allows a commercial property owner to petition the City to levy special assessments or impose up to an additional 2% sales tax within a CID to fund eligible project costs.

In accordance with City policy, eligible project costs may include land acquisition and construction costs but may not include ongoing operational costs.



The following CID's began in 2018; Ridgeview Marketplace, Olathe Station, West Market

Active CID Projects as of 12-31-18

Project Name	Project Plan Approval Date **	Sales Tax Captured	Total CID Bond Issued***	Total Project Costs*	TIF/TDD/CID Eligible Cost Cap***	CID Eligible Cost Cap	Revenues to date (Less Administrative Fee)	Incentive of Total Project Cost	Term of CID
Heart of America CID (Hilton)	October 12, 2010	1% CID Sales Tax	Pay-As-You-Go	\$17,795,000	\$4,250,000	\$500,000	\$323,503	2.8%	20 years
Heart of America CID (Conference Center & Hotel)	May 7, 2013	2% CID Sales Tax	Pay-As-You-Go	\$51,000,000	\$19,580,262	N/A	\$749,898	38.4%	20 years
Heart of America CID (Conference Center & Hotel)*****	May 7, 2013	Special Assessment	\$12,000,000	\$51,000,000	N/A	\$12,000,000	\$2,284,560	23.5%	20 years
WIN LLC (Furniture Mall of KS) CID	January 6, 2015	1% CID Sales Tax	Pay-As-You-Go	\$9,300,000	N/A	\$1,200,000	\$139,241	12.9%	20 years
Santa Fe Square Shopping Area****	May 17, 2016	1% CID Sales Tax	Pay-As-You-Go	\$11,371,333	N/A	\$2,690,000	\$235,594	23.7%	20 years
Ridgeview Marketplace	August 1, 2017	100% City General	Pay-As-You-Go	\$59,950,000	\$12,500,000	\$4,000,000	\$105,294	20.9%	22 years
Olathe Station	August 11, 2017	100% City General	Pay-As-You-Go	\$33,766,170	N/A	\$2,416,000	\$56,836	7.2%	20 years
West Market	May 15, 2018	100% City General	Pay-As-You-Go	\$8,498,000	N/A	\$2,800,000	\$46,790	32.9%	15 years

*At the time of project financing

**Date of creation

***Pre-development agreement

****Bond Ordinance sets max amt of costs

*****\$3.8 m in capital improvements excluded from Total Project Costs due to being ineligible for CID reimbursements.

*****Revenues are used to pay the bonds issued for the project.

Active City of Olathe
TIF/TDD/CID PROJECTS

Heritage Crossing TIF

- Project Plan Approval: April 25, 2006
- City Sales Tax Captured: 50% City General
- Pay-As-You-Go
- TIF Reimbursement Costs: \$3,160,300
- Total Project Costs: \$16,441,300
- Inception-to-Date Revenues: \$477,867



City of Olathe Active
TIF/TDD/CID PROJECTS

West Village Center TIF

- Project Plan Approval: June 6, 2006
- City Sales Tax Captured: 100% City General
- \$17,250,000 TIF Bonds
- TIF Reimbursement Costs: \$13,928,302
- Total Project Costs: \$58,107,263
- Inception-to-Date Revenues: \$12,387,733



City of Olathe Active
TIF/TDD/CID PROJECTS

***Olathe Gateway TIF & TDD Area 1,
No. 1B, ORED 2***

TIF

- Project Plan Approval: Nov 28, 2006
- City Sales Tax Captured: 100% of City General
- \$13,030,000 TIF Bonds
- TIF Reimbursement Costs: \$12,771,602
- Total Project Costs: \$88,847,597
- Inception-to-Date Revenues: \$9,096,973



TDD

- Date of Creation: Nov 28, 2006
- City Sales Tax Captured: 1% TDD Sales Tax
- \$9,195,000 TDD Bonds
- TDD Reimbursement Costs: \$8,988,217
- Total Project Costs: \$88,847,597
- Inception-to-Date Revenues: \$4,168,577



City of Olathe Active
TIF/TDD/CID PROJECTS

Heart of America Hilton Garden Inn
TIF & CID

TIF

- Project Plan Approval: December 7, 2010
- City Sales Tax Captured: 100% City General
- Pay-as-You-Go
- TIF Reimbursement Costs: \$3,750,000
- Total Project Costs: \$17,795,000
- Inception-to-Date Revenues:
\$1,484,408



CID

- Project Plan Approval: October 12, 2010
- City Sales Tax Captured: 1% CID Sales Tax
- Pay-as-You-Go
- CID Reimbursement Costs: \$500,000
- Total Project Costs: \$17,795,000
- Inception-to-Date Revenues: \$323,503



City of Olathe Active
TIF/TDD/CID Projects

***Embassy Suites Hotel & Conference Center
TIF & CID***



TIF

- Project Plan Approval: Aug 20, 2013
- City Sales Tax Captured: 100% City General & 100% Transient Guest Tax
- Pay-as-You-Go
- TIF & CID Reimbursement Costs: \$19,580,262
- Total Project Costs: \$51,000,000
- Inception-to-Date Revenues: \$3,371,637

CID

- Project Plan Approval: May 7, 2013
- City Sales Tax Captured: 2% CID Sales Tax
- Pay-as-You-Go
- CID & TIF Reimbursement Costs: \$19,580,262
- Total Project Costs: \$51,000,000
- Inception-to-Date Revenues: \$749,898
- \$12,000,000 GO CID Bonds
- Special Assessment



City of Olathe Active
TIF/TDD/CID Projects

Ancona Honda TIF

- Project Plan Approval: Nov 20, 2012
- 100% of Ad Valorem Property Tax Increase
- Pay-as-You-Go
- TIF Reimbursement Costs: \$2,500,000
- Total Project Costs: \$5,902,160
- Inception-to-Date Revenues: \$148,886



City of Olathe Active
TIF/TDD/CID Projects

Olathe Pointe Phase I & II TDD

- Date of Creation: November 8, 2005
- City Sales Tax Captured: 1% TDD Sales Tax
- Pay-as-You-Go (Phase I 50% to Developer/50% to City; Phase II 100% to Developer)
- TDD Reimbursement Costs: \$15,000,000
- Total Project Costs: \$30,000,000
- Inception-to-Date Revenues: \$5,529,085



City of Olathe Active
TIF/TDD/CID Projects

Ridgeview Falls TTD

- Date of Creation: April 1, 2008
- City Sales Tax Captured: 1% TDD Sales Tax
- Pay-as-You-Go (75% to Developer/25% to City)
- TDD Reimbursement Costs: \$5,000,000
- Total Project Costs: \$10,000,000
- Inception-to-Date Revenues: \$83,362



City of Olathe Active
TIF/TDD/CID Projects

Win, LLC CID

- Date of Creation: January 6, 2015
- City Sales Tax Captured: 1% CID Sales Tax
- Pay-as-You-Go
- CID Reimbursement Costs: \$1,200,000
- Total Project Costs: \$9,300,000
- Inception-to-Date Revenues: \$139,241



City of Olathe Active
TIF/TDD/CID Projects

Santa Fe Square Shopping Area CID

-
-
-
- Date of Creation: May 17, 2016
- City Sales Tax Captured: 1% CID Sales Tax
- Pay-as-You-Go
- CID Reimbursement Costs: \$2,690,000
- Total Project Costs: \$11,371,333
- Inception-to-Date Revenues: \$235,594



City of Olathe Active
TIF/TDD/CID Projects

Ridgeview Soccer TIF & CID

-
-
-

TIF

- Date of Creation: August 1, 2017
- City Sales Tax Captured: 100% City General and 50% transient guest tax
- Pay-as-You-Go
- TIF Reimbursement Costs: \$8,500,000
- Total Project Costs: \$59,950,000
- Inception-to-Date Revenues: \$9,002

CID

- Date of Creation: August 1, 2017
- City Sales Tax Captured: 1% CID Sales Tax
- Pay-as-You-Go
- CID Reimbursement Costs: \$4,000,000
- Total Project Costs: \$59,950,000
- Inception-to-Date Revenues: \$105,294



City of Olathe Active
TIF/TDD/CID Projects

Olathe Station CID

-
-
-
- Date of Creation: August 11, 2017
- City Sales Tax Captured: 100% City General
- Pay-as-You-Go
- CID Reimbursement Costs: \$2,416,000
- Total Project Costs: \$33,766,170
- Inception-to-Date Revenues: \$56,836



City of Olathe Active TIF/TDD/CID Projects

West Market CID

-
-
-
- Date of Creation: May 15, 2018
- City Sales Tax Captured: 100% City General
- Pay-as-You-Go
- CID Reimbursement Costs: \$2,800,000
- Total Project Costs: \$8,498,000
- Inception-to-Date Revenues: \$46,790



Benefit Districts are a financing and development tool whereby cities can issue general obligation bonds for construction of public improvements and assess the cost to properties that benefit.

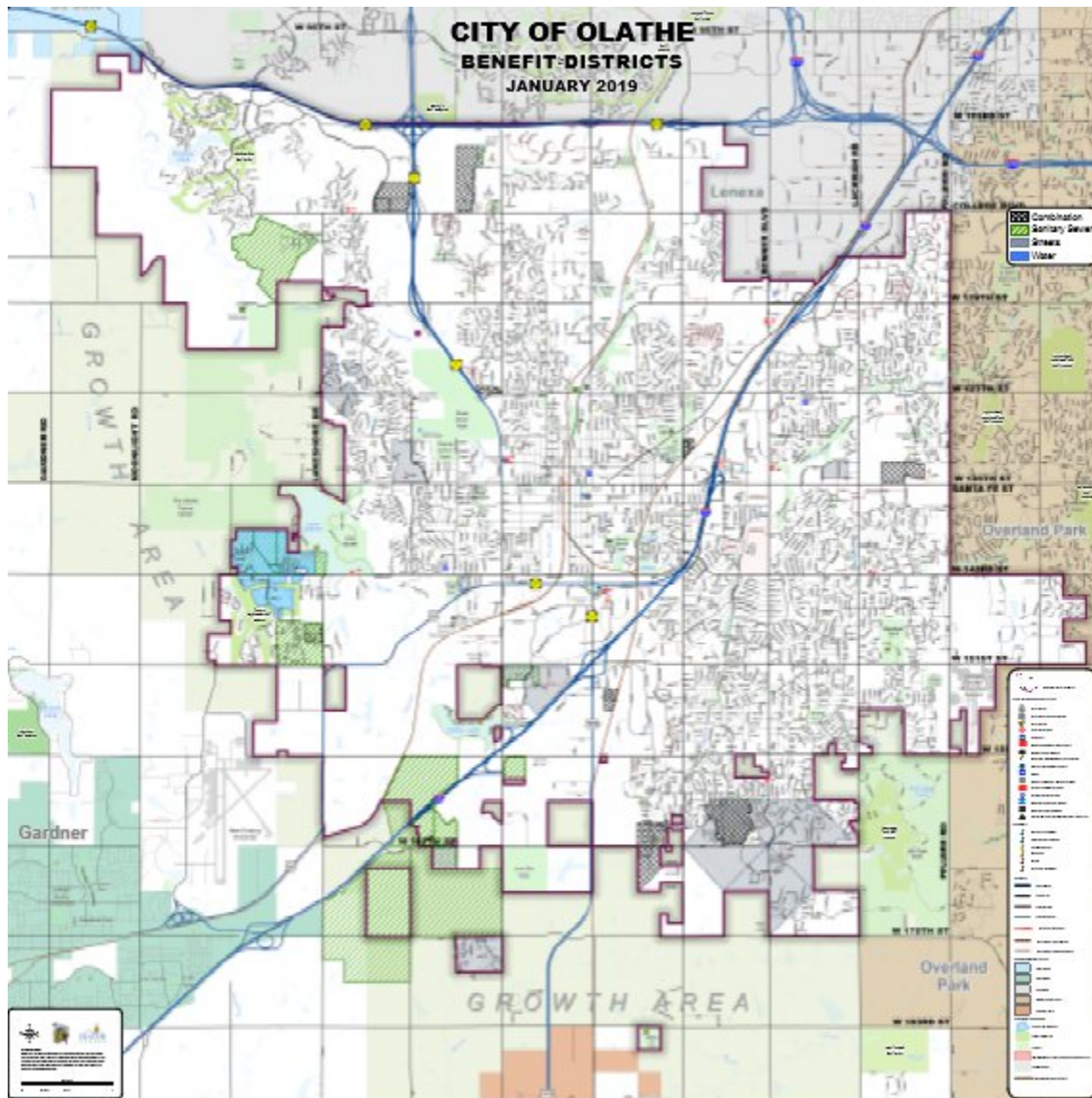
In 2018, 29 Benefit Districts were active which included 7 combination projects, 9 sanitary sewer projects, 12 street projects and 1 waterline project. See table below for detailed listing of all levied Benefit Districts.

Active Benefit Districts in 2018



ACTIVE BENEFIT DISTRICTS - TAX YEARS 2018-2032									
From	To	Project #	District ID #	Project Name	Final Cost	Final Impr Dist Cost	Final City Cost	Project Type	Tax Years
2009	2018	30207	264	Aurora Street	639,000.00	639,000.00	0.00	Combination Project	2009-2018
2009	2018	31506	266	Parkside Business Park	1,105,000.00	1,105,000.00	0.00	Combination Project	2009-2018
2009	2018	31606	267	Robben Industrial Park	904,000.00	904,000.00	0.00	Combination Project	2009-2018
2010	2019	30906	310	167th St Ridgeview West	2,063,248.00	1,560,640.79	502,607.21	Combination Project	2010-2019
2010	2019	33405	311	148th Lakeshore West	812,615.00	812,615.00	0.00	Combination Project	2010-2019
2010	2019	3-B-031-0	309	Greenwood Drive	546,302.00	546,302.00	0.00	Combination Project	2010-2019
2010	2029	3-B-043-0	235	K-State Bioscience	6,590,113.00	6,590,113.00	0.00	Combination Project	2010-2029
COMBINATION PROJECTS SUBTOTAL					12,660,278.00	12,157,670.79	502,607.21		
2009	2018	13503	268	Prairie View	1,349,441.05	1,349,441.05	0.00	Sanitary Sewer	2009-2018
2010	2019	16205	290	NE Quadrant of 143rd	1,203,000.00	1,203,000.00	0.00	Sanitary Sewer	2010-2019
2010	2019	1-B-001-0	294	143rd Sanitary Sewer	1,202,790.00	1,202,790.00	0.00	Sanitary Sewer	2010-2019
2010	2024	17406	292	OMC North Sewer	155,000.00	155,000.00	0.00	Sanitary Sewer	2010-2024
2010	2024	1-B-040-0	291	Life Church	262,000.00	262,000.00	0.00	Sanitary Sewer	2010-2024
2012	2021	1-B-009-0	332	Lakeshore Meadows	632,408.00	632,408.00	0.00	Sanitary Sewer	2012-2021
2013	2022	1-B-052-0	337	Highlands of Southglen	1,200,877.00	1,200,877.00	0.00	Sanitary Sewer	2013-2022
2013	2027	1-B-077-0	335	South Cedar Creek Phase I	3,789,014.00	3,289,014.00	500,000.00	Sanitary Sewer	2013-2027
2013	2027	1-B-086-0	336	South Cedar Creek Phase II & III	1,487,845.00	1,487,845.00	0.00	Sanitary Sewer	2013-2027
SANITARY SEWER PROJECTS SUBTOTAL					11,282,375.05	10,782,375.05	500,000.00		
2010	2019	35504	293	Murlen Rd 175th to 164th	6,147,287.82	4,884,545.21	1,262,742.61	Streets	2010-2019
2010	2019	3-B-048-0	288	Woodland Road	446,000.00	446,000.00	0.00	Streets	2010-2019
2011	2020	33605	323	167th St Ridgeview to Blackbob	6,925,875.00	5,820,860.18	1,105,014.82	Streets	2011-2020
2010	2024	33106	289	Blackfoot Drive	613,000.00	613,000.00	0.00	Streets	2010-2024
2010	2024	33604	296	127th St Clare East	2,505,270.00	943,745.69	1,561,524.31	Streets	2010-2024
2011	2025	33504	321	South Clare Rd for 127th	3,950,530.00	3,950,530.00	0.00	Streets	2011-2025
2011	2025	36706	320	OMC 153rd Street	1,217,988.00	1,183,682.55	34,305.45	Streets	2011-2025
2011	2025	36806	319	OMC North/South Street	2,381,801.97	2,381,801.97	0.00	Streets	2011-2025
2011	2025	3-B-076-0	322	152nd Street	1,269,515.00	1,269,515.00	0.00	Streets	2011-2025
2017	2026	1-B-032-0	351	South Cedar Creek Phase IV	840,000.00	840,000.00	0.00	Streets	2017-2026
2010	2029	33505	287	Lone Elm Rd 175th South	993,000.00	993,000.00	0.00	Streets	2010-2029
2017	2031	3-B-080-0	350	Hedge Lane Relocation	6,345,000.00	6,345,000.00	0.00	Streets	2017-2031
STREETS PROJECTS SUBTOTAL					33,635,267.79	29,671,680.60	3,963,587.19		
2009	2018	53405	265	143rd St Waterline	378,000.00	378,000.00	0.00	Water Line	2009-2018
29 Total Projects					57,955,920.84	52,989,726.44	4,966,194.40		
Benefit District Cost vs. City Cost						91%	9%		
Sum of bonds outstanding today									
					Total	% of Total			
Benefit District (including Benefit District City Cos					31,442,103.00	17%			
City-at-Large (Non-Benefit District)					155,292,897.00	83%			
Grand Total					186,735,000.00	100%	Total		

Active Benefit Districts



Neighborhood Revitalization Program

The Neighborhood Revitalization Act (the Act) was passed by the Kansas Legislature in 1994 and amended in 1996 to provide a tool for municipalities to use in fighting blight and deterioration in residential neighborhoods and commercial districts. The Act authorizes municipalities to enact a tax rebate program as a way of providing an incentive to property owners to make improvements. The Act may be applied to either designated areas or to specific properties.

The intent of the Act is to encourage private investment in areas of the city that face deterioration or economic decline. The program is designed to encourage partnerships between private citizens, businesses, and municipal and county government. Additionally, it is hoped that the resulting improvements might lead to a ripple effect of improvements on neighboring properties.

The City of Olathe launched its Neighborhood Revitalization Area Tax Rebate Program (NRP) in 2008, including interlocal agreements with other participating taxing jurisdictions.

Interlocal Agreements

Because the NRP involves the rebate of taxes resulting from new improvements, and taxes are collected by Johnson County and distributed to the various taxing entities, it is essential that each taxing entity be involved early in the process. The joint effort among the entities maximizes the benefits of the NRP.

The following are the mill levies for recent years:

Mill Rates by Participating Taxing Jurisdictions			
	Tax Year 2016/ Rebate Year 2017	Tax Year 2017/ Rebate Year 2018	Tax Year 2018/ Rebate Year 2019
Johnson County	19.590	19.318	19.024
JoCo Parks & Recreation	3.102	3.112	3.088
Johnson County Community College	9.473	9.503	9.266
City of Olathe	24.708	24.700	24.406
USD 233	67.774	71.174	70.665
Total Participating Mill Levy	124.647	127.807	126.449

Eligibility

One of Olathe's NRP districts is consistent with the City's Community Development Block Grant (CDBG) eligible area, and known as the Original Town Area. The Original Town NRP area covers 5 square miles including approximately 6,839 parcels, of which 75% are residentially zoned. The average build date for the district is 1963. Original Town begins at Harold/127th Street and continues south to Old Highway 56. To the east the boundary starts at Parker Street/K-7 Highway eastward to Interstate-35.

Both residential and commercial properties located in the Original Town area of Olathe are eligible to participate in the rebate program. A map of the Original Town NRP area is included in Appendix A.

A minimum investment of \$5,000 for residential and \$10,000 for commercial properties is required to participate. Also, the proposed improvements must increase the assessed value of the property by a minimum of 5% for residential and 10% for commercial properties. The plan states that any improvements begun on or after June 6, 2008 may be eligible for the incentive. However, an application for rebate must be filed prior to, or at the same time as the issuance of a building permit.

Olathe's second NRP district is for commercial, multi-family residential, and industrial properties. The Commercial NRP area covers 180.47 acres of which is zone 26% commercial and of the residential units, 42% are multifamily units. The Commercial NRP area begins at West Virginia Lane and continues south to railroad tracks just north of West Marley Road. To the west the boundary starts at South Pitt Street and continues east to South Parker Street. A map of the Commercial NRP area is included in Appendix A.

A minimum investment of \$10,000 is required to participate. Also, the proposed improvements must increase the assessed value of the property by a minimum of 10%. The plan states that any improvements beginning after March 31, 2017 may be eligible for the incentive. The application for rebate must be filed prior to, or at the same time as the issuance of a building permit.

Rebate

When improvements are made to residential or commercial property, the appraised and assessed value of the property will normally increase. The increase in assessed value leads to an increase in the property taxes paid by the owner. The idea behind the NRP is that a rebate of a portion of the tax increase lessens the total cost of the improvements to the property owner, and encourages private investment in the community. The rebate applies only to taxes paid on the increase in the value related to the improvements, and not to the taxes related to the property value before the improvements.

Eligibility criteria established in Olathe will return 90% of the incremental increase in property taxes on residential properties and 80% for commercial, for up to ten (10) years and is transferable with the property. The retained portion of the increment will remain in the NRP fund for Original Town area public improvements as recommended by the Olathe Downtown Master Plan and the Original Town Enhancement Plan, and mandated by Kansas statutes.

A flowchart of the NRP application process is included as Appendix B.

2018 Program Activity

The Summary of Activity report for 2017 is included Appendix C. The summary details the applications processed, the aggregate improvement values, and rebates paid. In 2018, the program paid out rebates to 31 property owners for a total of \$75,717. The summary also details activity for the program from its start in 2008 through 2018. The number of rebates paid is dependent upon the status of the application and where it is in the process. Various stages of the process include: applicant has not completed improvements, certificate of occupancy not issued, and increased property value did not meet program requirements to receive rebate. Appendix D details the breakdown of rebates paid by taxing entity. The total rebate payments to the property owners in Appendix C is less than the total amount subject to rebate by taxing jurisdiction in Appendix D, because the owners are receiving only 90% for residential or 80% for commercial of the total amount subject to rebate.

Conclusion

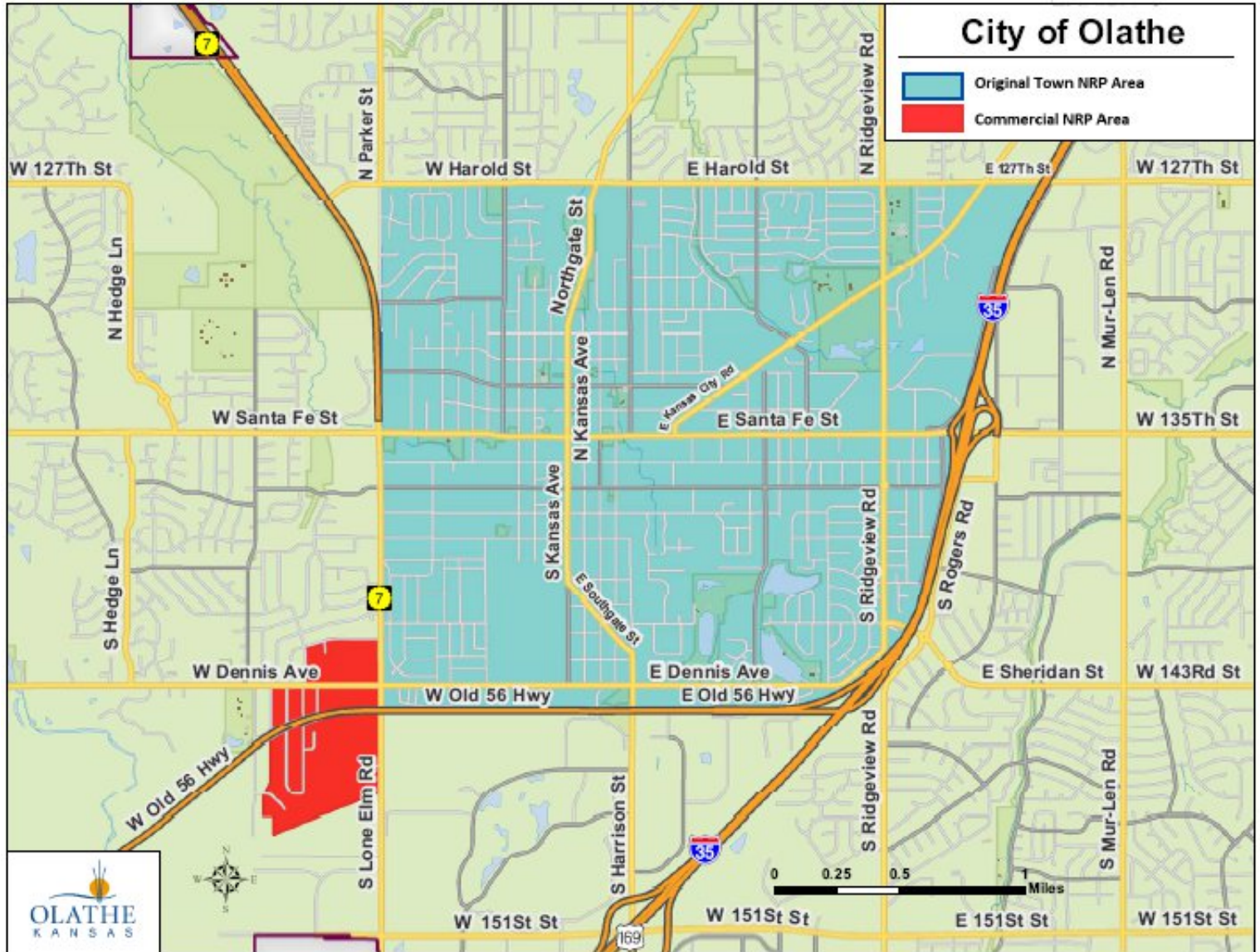
Many participants in the NRP have been single-family residential properties. The program is an attractive incentive to these property owners, because there are currently no other rehabilitation programs available in Olathe that are not income-based or regulated. The number and type of participants is summarized in Appendix E.

The use of the NRP to help stimulate and revitalize areas in need of physical, aesthetic and economic improvement has proven to be a legitimate and viable tool for communities since its inception. The City of Olathe looks forward to continued success and benefits of revitalization as a result of this rebate program.

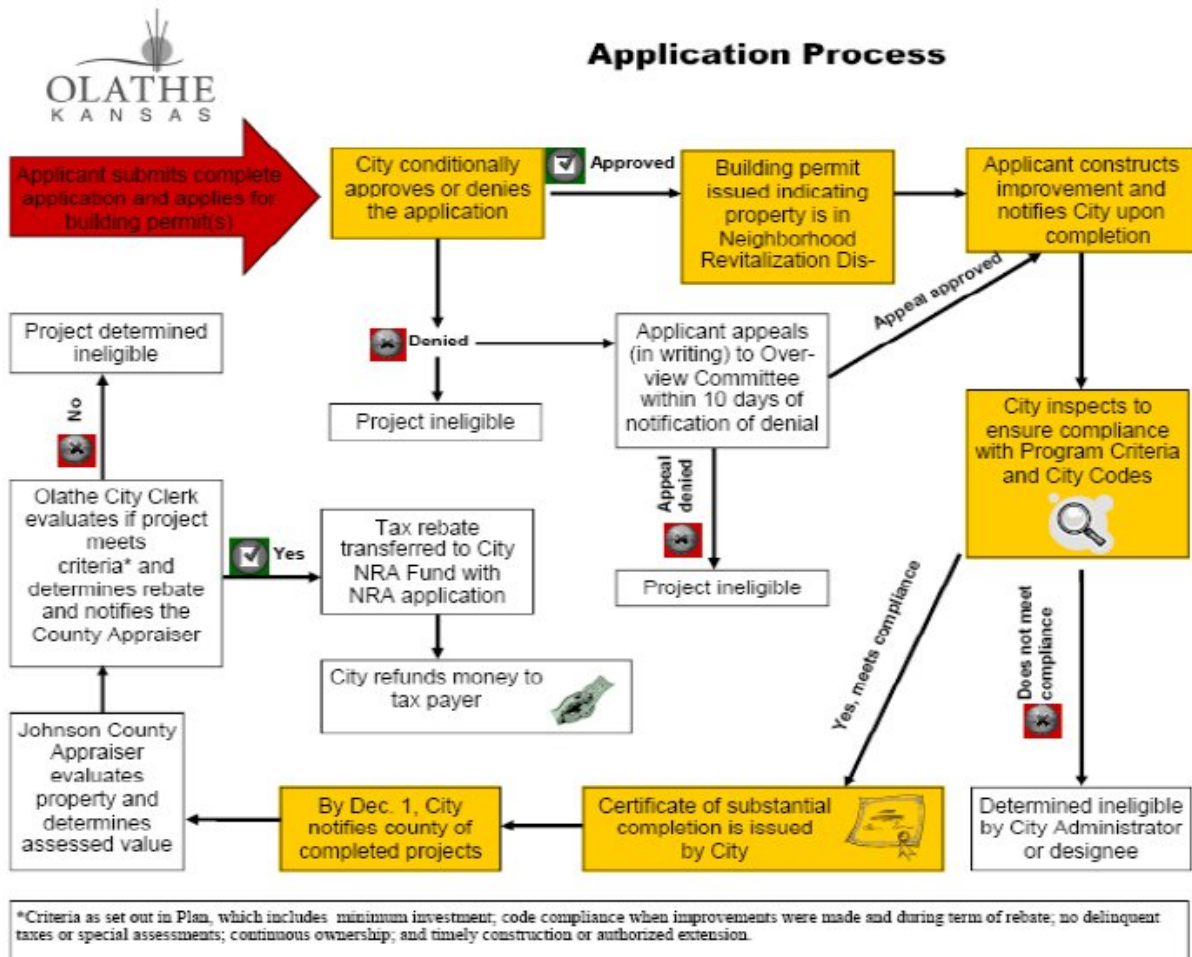
Please direct any questions regarding the Neighborhood Revitalization Tax Rebate Program to Amy Tharnish, Assistant Director of Finance Services, at atharnish@olatheks.org or (913) 971-8539.

Appendix A

Map of Neighborhood Revitalization Districts



Appendix B



Appendix C

Summary of Activity

2018

Original Town NRP District

	Residential	Commercial	Total
Applications received	2	1	3
Value of Proposed Improvements	\$ 19,000	\$ 1,700,000	\$ 1,719,000
Properties receiving first rebate payment	-	-	-
Total properties receiving rebates	23	8	31
Total rebate payments to property owners	\$ 43,864	\$ 31,854	\$ 75,717
Total to Olathe NRP Fund	\$ 3,655	\$ 6,968	\$ 10,623

Commercial NRP District

	Total
Applications received	-
Value of Proposed Improvements	\$ -
Properties receiving first rebate payment	-
Total properties receiving rebates	-
Total rebate payments to property owners	\$ -
Total to Olathe NRP Fund	\$ -

Program to Date (2008-2018)

Original Town NRP District

	Residential	Commercial	Total
Applications received	46	29	75
Value of Proposed Improvements	\$ 5,173,548	\$ 16,830,337	\$ 22,003,885
Total properties receiving rebates	23	8	31
Total rebate payments to property owners	\$ 207,010	\$ 165,569	\$ 372,579
Total to Olathe NRP Fund	\$ 17,279	\$ 35,013	\$ 52,292

Commercial NRP District

	Total
Applications received	1
Value of Proposed Improvements	\$ 2,000,000
Total properties receiving rebates	-
Total rebate payments to property owners	\$ -
Total to Olathe NRP Fund	\$ -

Appendix D

Rebates by Taxing Jurisdiction

	Residential	Commercial	Total
Johnson County	\$ 7,366.64	\$ 6,018.39	\$ 13,385.03
JoCo Parks & Recreation	1,186.72	969.53	2,156.25
Johnson County Community College	3,623.83	2,960.60	6,584.43
City of Olathe	9,418.95	7,695.11	17,114.06
USD 233	27,141.14	22,173.75	49,314.89
Total Tax Rebate	\$ 48,737.28	\$ 39,817.38	\$ 88,554.66

Appendix E

Summary of Participating Activity – Application Received

	Residential	Commercial	Total
2008	5	2	7
2009	9	3	12
2010	5	2	7
2011	4	2	6
2012	10	5	15
2013	1	1	2
2014	5	-	5
2015	-	-	-
2016	4	4	8
2017	1	10	11
2018	2	1	3
Total	46	30	76



City of Olathe Report on 2018 Completed IRBs

The 2018 completed IRB report is an attachment to the 2018 Annual Economic Development Activities Report. It provides additional details regarding the 7 IRB's that were completed at the end of 2018.

The total assessed valuation for these properties is over \$46 million. These projects created an additional \$1m sq. ft. of office/warehouse space in Olathe and added 1,680 additional jobs to our community.

If you have any questions, please contact Emily Vincent, Administrative Services Officer at 971-8671 or evincent@olatheks.org

Corporate Ridge, LLC

This was a project to construct an approximate 90,000 sq. ft. office facility in the Corporate Ridge Office Park. The bonds were issued to Corporate Ridge, LLC with the building identified as Corporate Ridge I

- ♦ Location: 18103 W. 106th Street
- ♦ Appraised Value: \$11,730,000
- ♦ Original Square Footage: New facility
- ♦ Committed Square Footage: 90,000
- ♦ Current Square Footage: 91,755
- ♦ Employment at Time of Project: New facility
- ♦ Committed Employment: 250
- ♦ Current Employment: 350



ICS Blackbob 127, LLC A&B

This was a project to construct 6 office buildings on the southwest corner of 127th street and Black Bob Road. The first bond issuance was for two 4,500 sq. ft. office buildings (Identified as A&B). The bonds for this project were originally issued to Anderson Pointe 4, LLC. and then reassigned to ICS Blackbob 127, LLC

- ♦ Location: 12718 S. Black Bob Road
- ♦ Appraised Value: \$13,780,000
- ♦ Original Square Footage: New facility
- ♦ Committed Square Footage: 9,000
- ♦ Current Square Footage: 8,888
- ♦ Employment at time of Project:
New Facility
- ♦ Committed Employment: 18
- ♦ Current Employment: 30



Garmin International, Inc. (Tower & Warehouse Project)

This was a project for Garmin International, Inc., for the buildout of the tower floors 3 and 7 and an approximate 187,000 sq. ft. warehouse expansion located on the company's 87 acre site.

- ♦ Location: 1700 S. Mahaffie Circle
- ♦ Appraised Value: \$8,647,000
- ♦ Original Square Footage: Unknown
- ♦ Committed Square Footage: 187,000 sq. ft.
- ♦ Current Square Footage: 230,907 sq. ft.
- ♦ Employment at Time of Project: 600
- ♦ Committed Employment: 250
- ♦ Current Employment: 800



Garmin International, Inc. (Manufacturing Project)

This was a project for Garmin, International, Inc. for an approximate 117,000 sq. ft. expansion to an existing manufacturing facility located on Garmin's campus to accommodate the addition of engineering and manufacturing

- ♦ Location: 1700 S. Mahaffie Circle
- ♦ Appraised Value: \$97,641,000
- ♦ Original Square Footage: Unknown
- ♦ Committed Square Footage: 117,000 sq. ft.
- ♦ Current Square Footage: 320,000 sq. ft.
- ♦ Employment at Time of Project: 150
- ♦ Committed Employment: 200
- ♦ Current Employment: 350



Sun Life Assurance

This was a project originated by KH Jensen, LLC to construct an approximate 592,000 square foot bulk warehouse/distribution facility. (I-35 Logistics Park Building B Project) The resolution of intent was then reassigned to Sun Life Assurance and this is the entity that the bonds were issued to.

- ♦ Location: 22101 W. 167th Street
- ♦ Appraised Value: \$29,912,000
- ♦ Original Square Footage: New facility
- ♦ Committed Square Footage: 592,000 sq. ft.
- ♦ Current Square Footage: 601,670 sq. ft.
- ♦ Employment at Time of Project: New facility
- ♦ Committed Employment: 240
- ♦ Current Employment: 400



Karbank Enterprises, LLC (Building 4)

This project was for the construction of an approximately 90,000 square foot three-story commercial office building located in the 119th Street Technical Park . It was the fourth building constructed in the park. The bonds were issued to Karbank Enterprises, LLC.

- ♦ Location: 16850 W. 119th Street
- ♦ Appraised Value: \$10,887,000
- ♦ Original Square Footage: New facility
- ♦ Committed Square footage: 90,000 sq. ft.
- ♦ Current Square Footage: 94,602 sq. ft.
- ♦ Employment at Time of Project: New facility
- ♦ Committed Employment: 600
- ♦ Current Employment: 420



US Bank National Association

This project was for the construction of an approximately 163,353 sq. ft. commercial building located in the College West Business Park. The bonds were issued to US Bank National Association.

- ♦ Location: 24101 W. Valley Parkway
- ♦ Appraised Value: \$40,851,980
- ♦ Original Square Footage: New facility
- ♦ Committed Square Footage: 163,353 sq. ft.
- ♦ Current Square Footage: 140,958 sq. ft.
- ♦ Employment at Time of Project: New facility
- ♦ Committed Employment: 40
- ♦ Current Employment: 80





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 4/16/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Presentation on the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

ITEM DESCRIPTION:

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

SUMMARY:

The Parks Operations division is currently located 404 N. K-7 Highway at Spruce Street. Due to redevelopment opportunities at this location, the City has determined it necessary to construct a new facility for this division. This project is for the planning, design and construction of new office space, shop space, and site storage space. The site for this project is the recently acquired property west of, and adjacent to, the City's Public Works campus

On November 6, 2018, City Council authorized funding for the Park Maintenance Facilities Improvements Project, PN 6-C-001-18, and the City Facilities Expansion Infrastructure Improvements Project, PN 6-C-031-18, as well as a Design-Build Agreement with McCown Gordon Construction for both projects.

Programming for the new Parks Maintenance facility has been completed. Other future facility needs at this site were also evaluated and are reflected in the attached Concept Site Diagram.

For efficiency, Staff recommends combining the two projects into one, with an updated estimated total cost of \$11,500,000. This includes planning and design, staff time, construction of the building and supporting infrastructure, and equipment for the new facility.

With the impending sale and redevelopment of the existing Parks Maintenance facility at 404 N. K-7 Highway, timing of this project is critical. In order to expedite the Design-Build construction process, final Council approval of the Guaranteed Maximum Price (GMP) contracts will occur in two packages as outlined below.

- Complete Package 1 Design - Site Infrastructure & Structural Steel 2nd Quarter 2019
 - Council Approval of GMP Contract for Package 1 2nd Quarter 2019
 - Complete Package 2 Design - Building Construction 3rd Quarter 2019
 - Council Approval of GMP Contract for Package 2 3rd Quarter 2019
 - Substantial Completion/Occupancy/Move-In 2nd Quarter 2020
-

FINANCIAL IMPACT:

Funding for the Park Maintenance Facilities Improvements Project includes:

Cash	\$2,000,000
<u>GO Bonds</u>	<u>\$9,500,000</u>
Total	\$11,500,000

ACTION NEEDED

MEETING DATE: 4/16/2019

No action is requested at this time.

ATTACHMENT(S):

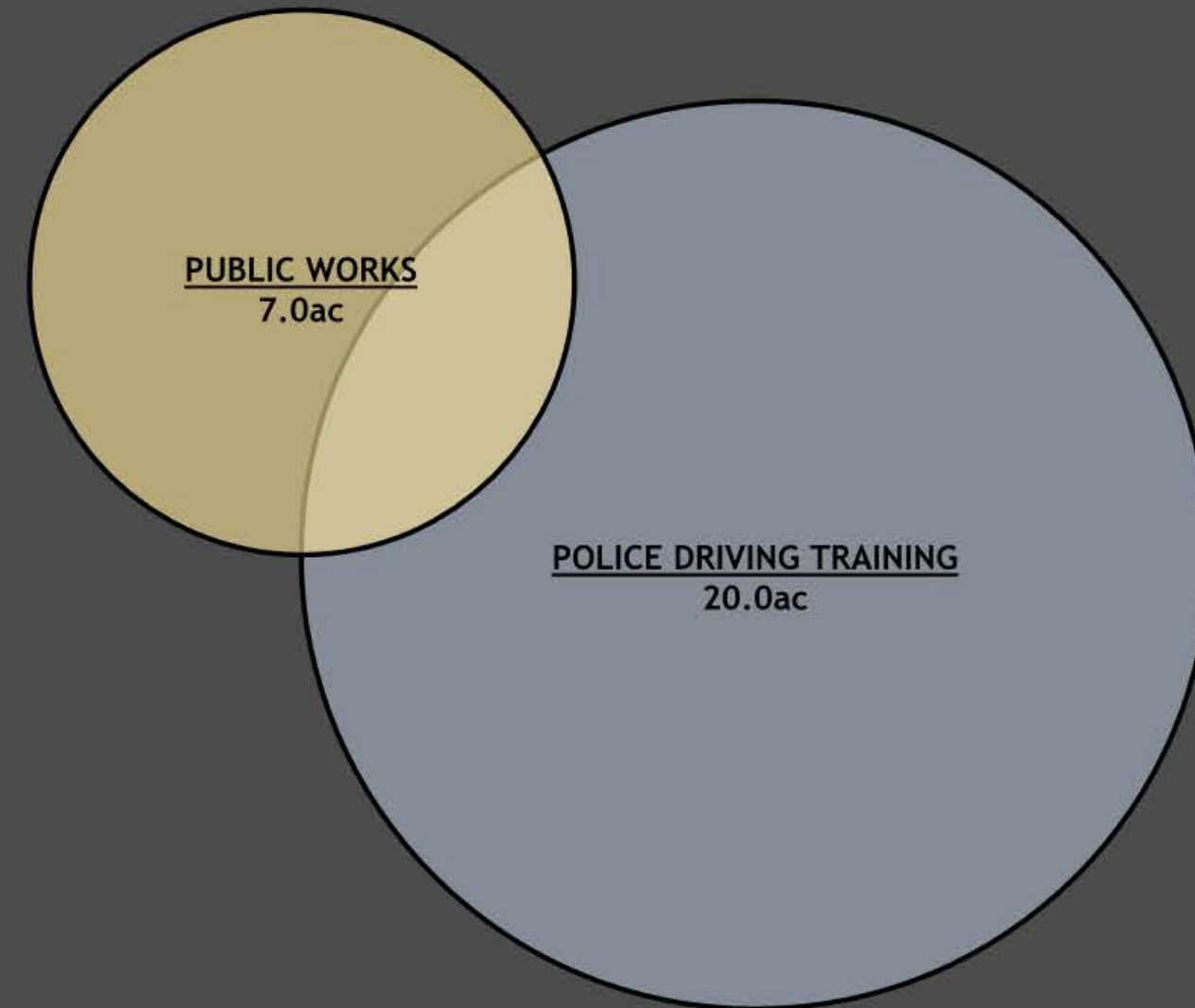
A: Concept Site Diagram

B: PowerPoint Presentation

CONCEPT SITE DIAGRAM

March 2019

Unaccommodated Program Needs



Parks Maintenance Facility

Chad Foster, AIA
Senior Building Design Project Manager
April 16, 2019



Properties Sold or For Sale

Spruce St.
Current Parks
Maintenance &
Infrastructure Campus
16,500 SF +/-
6.2 Acres

Facilities Maintenance?

Main 10
Former Parks
Construction
10,000 SF +/-
7.5 Acres

Spruce St.

Current Parks Maintenance & Infrastructure Campus
16,500 SF +/- on 6.2 acres



Main 10

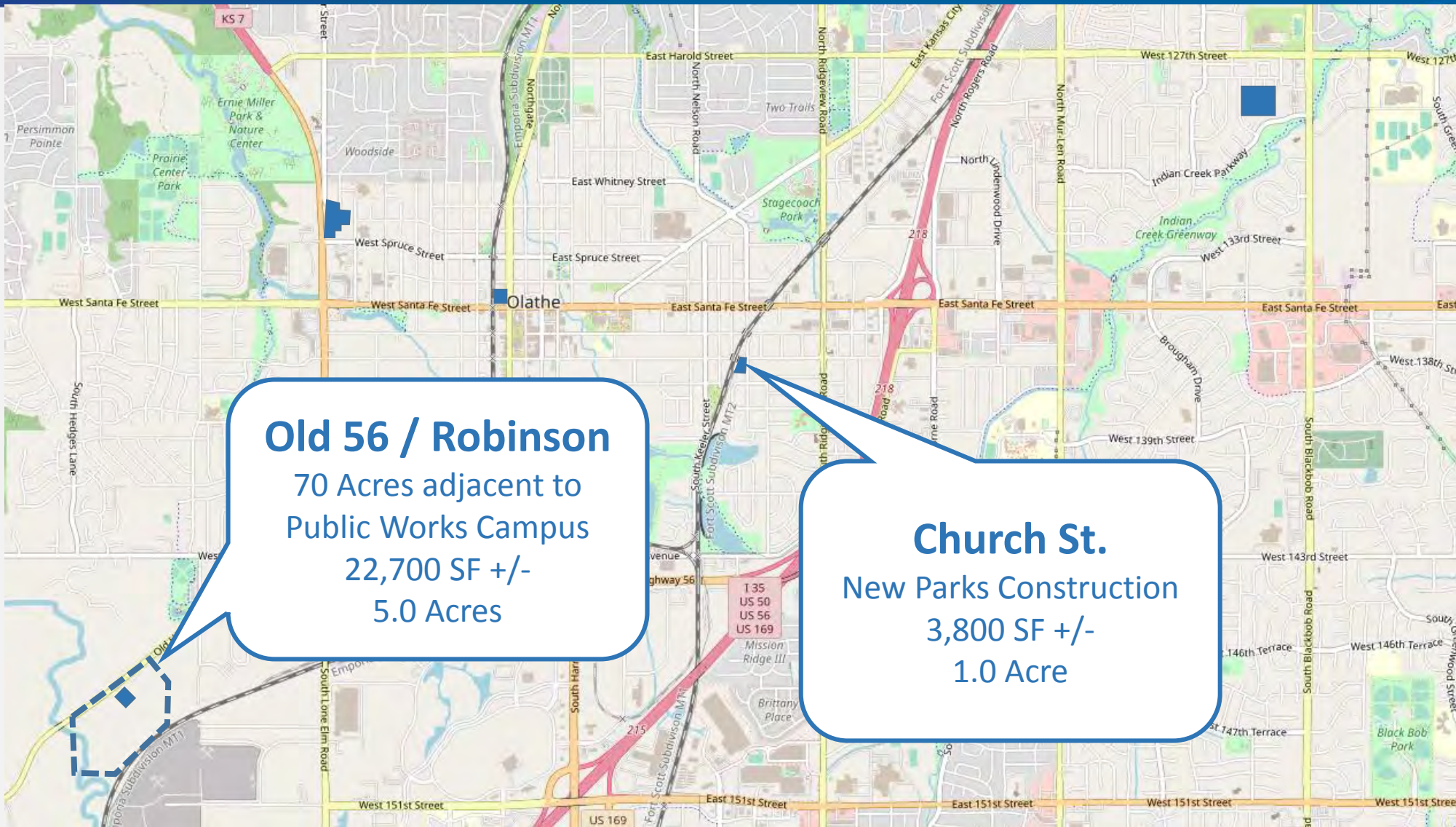
Former Parks Construction
10,000 SF +/- on 7.5 acres



Solutions

- Main 10 Replacement :: Purchase existing for replacement
- Spruce St. Replacement :: New construction on Old 56 Hwy

Properties Purchased



Old 56 Hwy

Future Parks Maintenance & Infrastructure
70 acres, 32 +/- acres readily developable



Church Street

Current Parks Construction
3,800 SF on 1.0 acre





CONCEPT SITE DIAGRAM

March 2019

Unaccommodated Program Needs

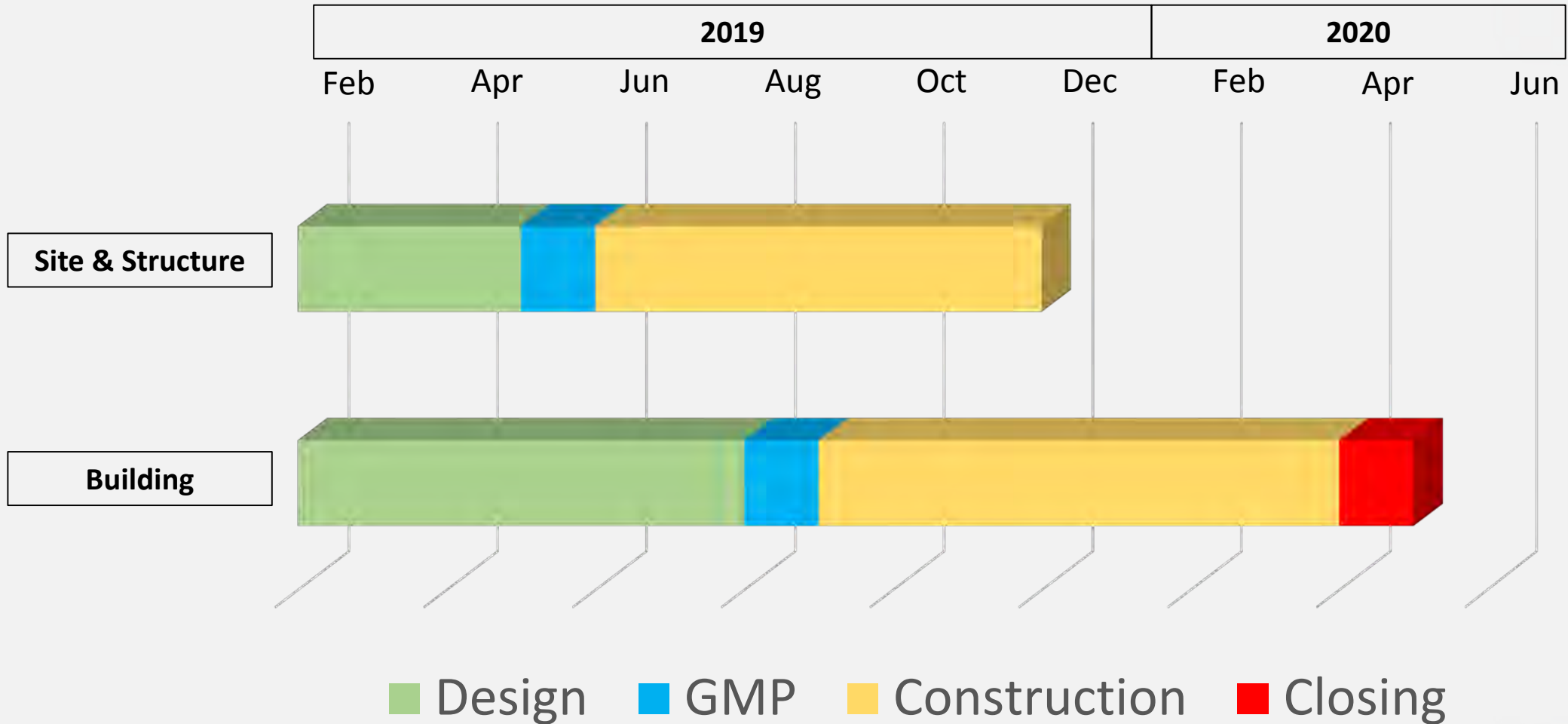


Spruce St. Replacement Scope History

- Preliminary Estimates in 2016
 - 42,000 sf
 - \$19.0M
- CIP Placeholder
 - \$7.45M in two project accounts
 - Management direction to determine essential needs
- Confirmed Need in 2019
 - 22,700 sf (expandable)
 - \$11.5M in a single project account



Schedule



Next Steps

- Project Reauthorization – April 2
 - \$11.5M (\$2M Cash + \$9.5M GO Bonds)
- Guaranteed Maximum Price (GMP) No. 1 – May 2019
 - Site Infrastructure & Pre-Engineered Steel Structure
- Guaranteed Maximum Price (GMP) No. 2 – August 2019
 - Building Pad, Envelope, Systems and Interior Finish