



1. CALL TO ORDER

2. EXECUTIVE SESSION

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

- A. Preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.
Staff Contact: Mary Jaeger, Ron Shaver and Beth Wright
- B. Preliminary discussions related to the acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the acquisition of property in northwest Olathe.
Staff Contact: Ron Shaver

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A. Proclamation designating May 6 - 10, 2019 as "Public Service Recognition Week."
Staff Contact: Kim Delana
- B. Consideration of Resolution No. 19-1031 appointing members to the Persons with Disabilities Advisory Board.
Staff Contact: Kim Delana

Action needed: Consider a motion to approve or deny.
- C. Consideration of Resolution No. 19-1032 appointing a new member to the Olathe Human Relations Commission.
Staff Contact: Kim Delana

Action needed: Consider a motion to approve or deny.

- D. Consideration of Resolution No. 19-1033 reappointing a member to the Library Board.

Staff Contact: Kim Delana

Action needed: Consider a motion to approve or deny.

7. PUBLIC HEARINGS

- A. Consideration of a public hearing to identify needs for the 2020 Community Development Block Grant (CDBG) funding.

Staff Contact: Michael Meadors and Kathy Rankin

Action needed: Consider motion to close public hearing.

8. CONSENT AGENDA

The items listed below are considered to be routine by the City Council and may be approved in one motion. These may include items that have been reviewed by the City Council in a prior planning session. There will be no separate discussion unless a 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 16, 2019.

Staff Contact: Dianna Wright and Brenda Long

- B. Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend Transforming Local Government Conference in Reno, NV April 8 - 12, 2019.

Staff Contact: Kim Delana

- C. Consideration of renewal of contract with CDWG for technical support & licensing of the Microsoft Office 365 Product.

Staff Contact: Mike Sirna and Amy Tharnish

- D. Consideration of Resolution No. 19-1034, 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 the acceptance of the dedication of land for public easements and right-of-way for a final plat for Shield Storage W. 151st Terrace (FP19-0008) containing 1 lot and no common tracts on 3.06± acres; located southeast of the intersection of W. 151st Street and US 169 Highway. Planning Commission recommends approval 7 to 0.

Staff Contact: Aimee Nassif and Zach Moore

- F. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Black Bob 151 Shops Lot 8 Replat (FP19-0006) containing 2 commercial lots and 1 common tract on 0.89± acres; located at 15205 S. Black Bob Road. Planning Commission recommends approval 7 to 0.
Staff Contact: Aimee Nassif and Zach Moore
- G. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- H. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Miles Excavating, Inc. for construction of the 151st and Ridgeview Geometric Improvements Project, PN 3-C-112-17, and the 151st Street Arterial Mill and Overlay Improvements Project, PN 3-P-002-19.
Staff Contact: Mary Jaeger and Beth Wright
- I. Consideration of Resolution No. 19-1035 authorizing a survey and description of land or interest to be condemned for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.
Staff Contact: Mary Jaeger, Beth Wright and Ron Shaver
- J. Consideration of a Professional Services Agreement with Affinis Corp for design of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.
Staff Contact: Mary Jaeger and Beth Wright
- K. Acceptance of bid and consideration of award of contract to Hicks-Ashby for the purchase of static shelving for the new Indian Creek Library.
Staff Contact: Emily Baker and Amy Tharnish
- L. Acceptance of bid and consideration of award of contract to Victor L Phillips, Co. for the replacement of a Case 590SN Backhoe for the Public Works Department.
Staff Contact: Mary Jaeger and Amy Tharnish

9. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 19-15, RZ19-0001: Request approval for a rezoning from RP-3 District to R-4 District for Saddlewood Apartments on 18.99± acres; located in the vicinity of W. 154th Street and S. Brentwood Street. Planning Commission recommends approval 7-0

Staff Contact: Aimee Nassif and Daniel Fernandez

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. 19-16 approving an engineer's survey and authorizing the acquisition of land for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.

Staff Contact: Mary Jaeger, Ron Shaver and Beth Wright

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.** Quarterly Procurement Report.

Staff Contact: Dianna Wright and Amy Tharnish

- 2.** Report on Ordinance No. 19-XX concerning amendments to the animal nuisance Ordinance, O.M.C. 8.10.010.

Staff Contact: Ron Shaver and Daniel Yoza

B. DISCUSSION ITEMS

- 1.** Proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes. (30 min)

Staff Contact: Jeff DeGraffenreid and Mark Wassom

2. Discussion on the Park Maintenance Facilities Improvements Project, PN 6-C-001-18. (15 min)
Staff Contact: Mary Jaeger and Beth Wright

14. ADDITIONAL ITEMS

15. ADJOURNMENT

PROCLAMATION

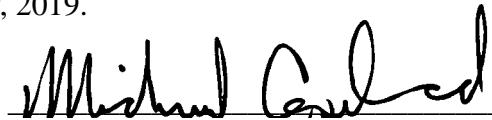
- WHEREAS,** Public employees at the federal, state, county, and local levels deserve recognition and high praise for the work they do to keep our neighborhoods running; and
- WHEREAS,** Public Service Recognition Week provides opportunities to celebrate these workers and to educate communities about the wide variety of ways public employees enhance the lives of citizens each day; and
- WHEREAS,** City of Olathe employees set the standard of excellence in public service and are committed to serving our community with respect, accountability, initiative, and integrity; and
- WHEREAS,** The dedication and commitment of City employees extends into the community through volunteer activities, being good neighbors, and setting a positive example as exemplary citizens; and
- WHEREAS,** The City of Olathe is pleased and proud to join other local governments across the nation in observing Public Service Recognition Week and celebrating the many vital contributions of City employees to our City organization and community.

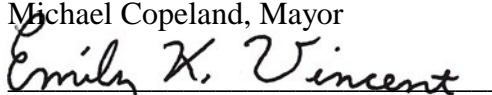
NOW, THEREFORE, I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim May 6-10, 2019 as

PUBLIC SERVICE RECOGNITION WEEK

in Olathe, urging all citizens to join in honoring our City employees and recognizing their achievements and contributions to our community and the quality of life for all Olatheans.

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


Michael Copeland, Mayor


Emily K. Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of Resolution No. 19-1031 appointing members to the Persons with Disabilities Advisory Board

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1031 appointing members to the Persons with Disabilities Advisory Board

SUMMARY:

The attached resolution, appointing members to the Persons with Disabilities Advisory Board, is submitted for consideration by the City Council. The following individuals are recommended for appointment:

<u>Name</u>	<u>Term Expiration</u>
Claire Reagan	9/22
Jawanda Mast	9/20
Michelle Brown	9/21 (reappointment)
Mark Cameron	9/21 (reappointment)
Donna Holsten	9/21 (reappointment)
Perry "PJ" Trammell	9/21 (reappointment)

Jawanda Mast will fill the seat vacated by Debbie Horn who has resigned, and Claire Reagan will be an additional member on the Advisory Board. Michelle Brown, Mark Cameron, Donna Holsten and Perry Trammell will be reappointed for an additional term.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution appointing members to the Persons with Disabilities Advisory Board

ATTACHMENT(S):

PDAB appointments resolution

RESOLUTION NO. 19-1031

A RESOLUTION REAPPOINTING MEMBERS TO THE PERSONS WITH DISABILITIES ADVISORY BOARD.

WHEREAS, the Persons With Disabilities Advisory Board was created by Ordinance No. 85-30; and

WHEREAS, Ordinance No. 13-03, adopted by the Governing Body on February 5, 2013, amended Section 2.44.041 of the Olathe Municipal Code, increasing the membership of the Board to no less than twelve (12) and no more than fourteen (14); and

WHEREAS, the Board now consists of up to fourteen (14) members appointed for three (3) year staggered terms, including one (1) member of the Human Relations Commission as an ex-officio member; and

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Michelle Brown	6/06	9/15 - 9/18
Mark Cameron	6/06	9/15 - 9/18
Donna Holsten	6/16	6/16 - 9/18
Perry Trammell	2/15	9/15 - 9/18
Mark Gash	10/04	9/17 - 9/20
Debbie Horn	4/14	9/17 - 9/20
Chris Osborn	2/13	9/16 - 9/19
Ray Ramirez	6/13	9/17 - 9/20
Kathy Richardson	10/16	10/16 - 9/19
Kim Washington	6/17	9/17 - 9/20
Jennifer Kucinski	1/19	1/19 - 9/19; and

WHEREAS, Debbie Horn has resigned; and

WHEREAS, the terms of Michelle Brown, Mark Cameron, Donna Holsten and Perry Trammell have expired; and

WHEREAS, the Governing Body finds that it is appropriate to appoint an additional member, fill the vacancy created by Debbie Horn's resignation and to reappoint four members to an additional term.

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

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

RESOLUTION NO. 19-1031

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Michelle Brown	6/06	9/18 - 9/21
Mark Cameron	6/06	9/18 - 9/21
Donna Holsten	6/16	9/18 - 9/21
Perry Trammell	2/15	9/18 - 9/21
Mark Gash	10/04	9/17 - 9/20
Jawanda Mast	5/19	9/17 - 9/20
Chris Osborn	2/13	9/16 - 9/19
Ray Ramirez	6/13	9/17 - 9/20
Kathy Richardson	10/16	10/16 - 9/19
Kim Washington	6/17	9/17 - 9/20
Jennifer Kucinski	1/19	1/19 - 9/19
Claire Reagan	5/19	5/19 - 9/22

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of May, 2019.

SIGNED by the Mayor this 7th day of May, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of Resolution No. 19-1032 appointing a new member to the Human Relations Commission.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1032 appointing a new member to the Human Relations Commission.

SUMMARY:

The attached resolution, appointing a new member to the Human Relations Commission, is submitted for consideration by the City Council. The following individual is recommended for appointment:

<u>Name</u>	<u>Term Expiration</u>
Jorge Santana	5/22

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution appointing a new member to the Human Relations Commission

ATTACHMENT(S):

OHRC appointment resolution

RESOLUTION NO. 19-1032

A RESOLUTION APPOINTING MEMBERS TO THE HUMAN RELATIONS COMMISSION.

WHEREAS, the Human Relations Commission was created by Ordinance No. 941; and

WHEREAS, the Commission membership consists of eleven (11) members appointed for three (3) year terms; and

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Hector Silva	7/09	6/15 - 6/21
Jim Terrones	10/16	10/16 - 6/19
Chayan Dasgupta	8/14	6/16 - 6/19
Darnell Hunt	5/15	6/17 - 6/20
William Moore	7/18	7/18 - 6/21
Jessica Dain	7/18	7/18 - 6/20
Shakil Haider	7/09	6/17 - 6/20
Ben Hillman	2/18	2/18 - 6/21
Marti Wilson	4/10	6/16 - 6/19; and

WHEREAS, the Governing Body finds that it is appropriate to appoint new member Jorge Santana.

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

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Hector Silva	7/09	6/15 - 6/21
Jim Terrones	10/16	10/16 - 6/19
Chayan Dasgupta	8/14	6/16 - 6/19
Darnell Hunt	5/15	6/17 - 6/20
William Moore	7/18	7/18 - 6/21
Jessica Dain	7/18	7/18 - 6/20
Shakil Haider	7/09	6/17 - 6/20
Ben Hillman	2/18	2/18 - 6/21
Marti Wilson	4/10	6/16 - 6/19
Jorge Santana	5/19	5/19 - 6/22

SECTION TWO: This Resolution shall take effect immediately.

RESOLUTION NO. 19-1032

ADOPTED by the Governing Body this 7th day of May 2019.

SIGNED by the Mayor this 7th day of May 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of Resolution No. 19-1033 reappointing a member to the Library Board

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1033 reappointing a member to the Library Board

SUMMARY:

The attached resolution, reappointing a member to the Library Board, is submitted for consideration by the City Council. The following individual is recommended for reappointment:

<u>Name</u>	<u>Term Expiration</u>
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Tom Glinstra	4/23
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FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution reappointing a member to the Library Board

ATTACHMENT(S):

Library Board reappointment resolution

RESOLUTION NO. 19-1033

A RESOLUTION REAPPOINTING MEMBERS TO THE OLATHE PUBLIC LIBRARY ADVISORY BOARD.

WHEREAS, the Olathe Public Library Advisory Board was established by Ordinance No. 15-27, adding a new Chapter 2.36 to the Olathe Municipal Code; and

WHEREAS, the Advisory Board consists of seven (7) members appointed for four (4) year staggered terms; and

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
John Andrade	1/15	1/15 - 4/22
Danny Buxie	8/16	8/16 - 4/20
Brad Cornell	1/15	4/17 - 4/21
John Ernst	8/15	4/17 - 4/21
Tom Glinstra	1/15	4/15 - 4/19
Ann Horner	1/15	4/16 - 4/20
Cate Neeley	8/16	8/16 - 4/22; and

WHEREAS, the term of Tom Glinstra has expired; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Tom Glinstra for additional terms.

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

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
John Andrade	1/15	1/15 - 4/22
Danny Buxie	8/16	8/16 - 4/20
Brad Cornell	1/15	4/17 - 4/21
John Ernst	8/15	4/17 - 4/21
Tom Glinstra	1/15	4/15 - 4/23
Ann Horner	1/15	4/16 - 4/20
Cate Neeley	8/16	8/16 - 4/22

RESOLUTION NO. 19-1033

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of May, 2019.

SIGNED by the Mayor this 7th day of May, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Parks & Recreation

STAFF CONTACT: Michael Meadors; Kathy Rankin

SUBJECT: Consideration of a public hearing to identify needs for the 2020 Community Development Block Grant (CDBG) funding.

ITEM DESCRIPTION:

Consideration of a public hearing to identify needs for the 2020 Community Development Block Grant (CDBG) funding.

SUMMARY:

This public hearing is being held to allow individuals and organizations an opportunity to provide input on potential 2020 CDBG projects that will benefit low and moderate-income persons or the older neighborhoods of Olathe. Citizens are also encouraged to share how CDBG funds have benefited Olathe in previous years. Conducting this public hearing is required by the United States Department of Housing and Urban Development and is the first step in the city's annual process of preparing an application for CDBG funds through Johnson County. The city has a long-standing cooperative partnership with Johnson County for receiving CDBG funds. As a result of the Cooperation Agreement, the City of Olathe will receive 41% of the County's 2020 CDBG funds based on the FY 2010 census information. Applications for 2020 CDBG funding are due to the City by 4:00 p.m. on May 17, 2019. Council Members will consider funding request at the June 18, 2019 meeting.

FINANCIAL IMPACT:

Annually, Olathe has directed CDBG funds toward public facility improvements, housing rehabilitation programs and public services that benefit low income persons and/or the older neighborhoods. Approximately \$350,000 is received annually.

ACTION NEEDED:

Close the public hearing - no action required.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

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 16, 2019

SUMMARY:

Attached are the City Council meeting minutes of April 16, 2019 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of April 16, 2019.

ATTACHMENT(S):

A. 04-16-19 Council Minutes



1. CALL TO ORDER

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

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

2. EXECUTIVE SESSION - 6:17 PM

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

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

Motion by McCoy, seconded by Bacon, to recess into 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 Municipal Judge.

Yes: Bacon, Campbell, Randall, and McCoy

Absent: Brownlee, Vogt, and Copeland

- 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.

Motion by McCoy, seconded by Bacon, to recess into executive session 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.

Yes: Bacon, Campbell, Randall, and McCoy

Absent: Brownlee, Vogt, and Copeland

- 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)

Motion by McCoy and seconded by Bacon, to recess into 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.

Yes: Bacon, Campbell, Randall, and McCoy

Absent: Brownlee, Vogt, and Copeland

Recessed into executive session for 43 minutes. Meeting will resume at 7:00 P.M.

Council Member Brownlee arrived at 6:19 P.M.

Mayor Copeland arrived at 6:20 P.M.

Council Member Vogt arrived at 6:23 P.M.

3. RECONVENE FROM EXECUTIVE SESSION - 7:02 PM

Executive session items were continued until the end of the Council Meeting.

4. BEGIN TELEVISED SESSION – 7:02 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.

Bob Hamilton, with the Kansas Department of Transportation, awarded the 2018 AAA Community Traffic Safety Gold Award to the Olathe Police Department Traffic Unit. Traffic unit supervisor, Sgt. Bob Ahsens, accepted the award.

- B.** Proclamation declaring April 22-26 as Arbor Week.

City Arborist, Rick Spurgeon, accepted the Arbor Week proclamation.

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

Elizabeth Blythe, Teen Council liaison, introduced senior, Brian Beach, and presented him with a certificate and a gift in recognition of his service on the Teen Council.

- D.** Recognition of winners of the Olathe Creative Expression of Data Art Contest.

Matt Randall, Budget Manager, recognized and presented certificates to the first, second and third place winners of the Expressions of Data art contest.

- E. Recognition of Olathe high school student champions.

Awards were presented to students from the Olathe High Schools who have achieved recognition through athletics and academics. School staff introduced students who had won State championships or earned perfect scores on the ACT exam.

7. CONSENT AGENDA

Council Member McCoy requested consent item T 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 T. The motioned 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 April 2, 2019.
Approved
- 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.
Approved
- C. Consideration of a drinking establishment renewal for Chuy's Kansas, LLC, located at 11965 S. Strang Line Road.
Approved
- 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.
Approved
- 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.
Approved
- 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.
Approved

- 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.
Approved
- H.** Consideration of Consent Calendar.
Approved
- 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.
Approved
- 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.
Approved
- K.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction Co., Inc. for construction of the Santa Fe Arterial Mill and Overlay Project, PN 3-P-005-19.
Approved
- 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.
Approved
- 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.
Approved
- 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.
Approved
- 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.
Approved

- 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.
Approved
- 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.
Approved
- 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.
Approved
- S.** Consideration of a Restrictive Covenant limiting the acceptable uses of the Vertical Wellfield property and granting access to KDHE for inspection.
Approved
- 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.
Fire Chief Jeff DeGraffenreid answered Council Member McCoy's questions.
Motion by Randall, seconded by Bacon, that consent item T be approved.
Motion carried by the following vote:
Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland
- 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.
Approved
- 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.
Approved

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.
A short presentation was given by Planner Zach Moore, regarding

this rezoning.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 19-12.

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

- 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.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 19-13.

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

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).

Motion by Randall, seconded by Bacon, to approve Ordinance 19-14.

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

Abstain: Brownlee

10. NEW CITY COUNCIL BUSINESS

Council Member McCoy thanked Public Works for the Santa Fe tunnel project finishing a week early.

Council Member Randall shared that his two favorite council meetings are when we recognize the student champions.

Council Member Brownlee gave a shout out to MNU for the amazing event she attended and for the difference they make in our community.

11. END OF TELEVISED SESSION

12. GENERAL ISSUES AND CONCERNS OF CITIZENS

Brett Hoedl, 17446 W. 161st Street, spoke in support of moving forward with a non-discrimination ordinance.

Robynn Andracssek, 11526 S. Roundtree Street, encouraged the Council to take risks and consider a non-discrimination ordinance.

Carolyn Dove, 610 N. Persimmon Dr., urged the Council to include a non-discrimination ordinance on the agenda in the very near future.

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 was accepted.

B. DISCUSSION ITEMS

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

Senior Design Project Manager, Chad Foster, provided a presentation regarding the proposed Park Maintenance Facility. He answered questions from Council Members regarding the square footage and the overall cost of the facility. Public Works Director, Mary Jaeger, also answered questions and indicated they would provide comparison data from similar buildings.

2. Information Technology Department Activities and Initiatives.

Chief Information Officer, Mike Sirna, gave a presentation on the activities and initiatives of the Information Technology Department.

14. EXECUTIVE SESSION - 8:54 P.M.

Motion by Randall, seconded by Bacon, to recess into executive session for 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 for 5 minutes.

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

15. RECONVENE FROM EXECUTIVE SESSION - 8:59 P.M.

For executive session item A, Council Member Campbell shared comments regarding the review of Municipal Court Judge McElhinney. He said the Council has great confidence in the direction of the Court and especially the Judge. He said she is meeting their expectations and they are very pleased with her performance.

For executive session item B, motion was made by Randall and seconded by Bacon, to authorize staff to acquire the public right-of-way and easements necessary to construct the Lone Elm Road, Old 56 Hwy to 151st street Improvements Project, PN 3-C-084-17, as directed by the Governing Body.

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

For executive session item C, the motion was made by Randall and seconded by Bacon, to authorize the mayor to finalize and execute a contract for the City Auditor position as directed by the Governing Body.

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

16. ADDITIONAL ITEMS

Council Member Vogt asked about properties with significant potholes in their parking lot. Fire Chief Jeff DeGraffenreid responded and indicated a full-time staff person has been assigned to the address over 150 open pothole cases. He assured the Council he would follow up on the specific locations that were mentioned.

Council Member Bacon asked if the Park Maintenance Facility is in the CIP. City Manager Wilkes said it is. Mr. Bacon asked if it would jeopardize the Police project and Mr. Wilkes said it would not.

17. ADJOURNMENT

The meeting adjourned at 9:07 P.M.

BRENDA D. LONG
Assistant City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred.

ITEM DESCRIPTION:

Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend Transforming Local Government Conference in Reno, NV April 8 - 12, 2019.

SUMMARY:

Expense statements are presented for Council review and approval in accordance with Administrative Guideline F-10, which requires that all travel expenses for the City Council and City Manager be placed on the Council agenda for approval.

FINANCIAL IMPACT:

Funding is included in the 2019 budget.

ACTION NEEDED:

Approval of BES

ATTACHMENT(S):

Wilkes BES



Complete the yellow cells

Business Expense Statement (BES)

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

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

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

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

Name:	Michael Wilkes	Employee #	124702	Department:	CMO
Business Expense Purpose:	TLG Conference	Destination:	Reno, NV		
Departure Date:	4/8/19	Return Date:	4/12/19		
Comments:	0			E1 Budgeted Acct #	1001020.62220
Sharing hotel room? Whom with:		0			

Total Expenses from TRA		BES		
		Paid with City PCard	Paid to Vendor	Paid to Employee
Registration:	353.57	Registration:	353.57	✓
Airfare:	525.00	Airfare:		\$599 ✓
Lodging:	368.00	Lodging:		\$712.38 ✓
Car Rental:	-	Car Rental:		
KCI Airport parking:	40.00	KCI Airport parking:		\$100 ✓
		M&IE Meal breakdown will auto populate		
Per Diem for Meals:	330.00	Per Diem for Meals:	330.00	✓
		STOP Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES		
Allocate Page 2 Totals to yellow cells		Totals from page 2		
Private Vehicle Mileage:	46.40	Mileage:	46.40	✓
Cab/Shuttle fares/		Cab/Shuttle fares/		
Tolls/Baggage fees:		Tolls/Baggage fees:	35.97	✓
Fuel - City Vehicle:	-	Fuel - City Vehicle:		
Meals Local:	-	Local Meals:		
Miscellaneous Expense:	-	Business Meeting:		
Miscellaneous Expense:	-	Miscellaneous Expense:		
TOTAL TRA ESTIMATED EXPENSES	1,662.97	TOTAL EXPENSES	2,177.31	✓
		Total Expensed paid by employee	1,823.74	✓
		Travel Advance issued to Employee		
		Amount owed Employee/ (owed to City)	1,823.74	✓

Meals Provided will deduct from per diem:

	Rate	# of days	
Breakfast	16.00	5.0	330.00
Lunch	17.00		-
Dinner	28.00		-

Comments:

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

REVIEWED

By Tracy Florini at 10:42 am, Apr 18, 2019

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

Page 1 of 2

Employee Signature

Date

Division Manager Signature

Date

Department Manager

Date

City Manager Signature (if required)

Date

Business Expense Statement continued

Name: Michael Wilkes
 Business Expense Purpose: Reno, NV

Department: CMO

<i>Mileage log may be used for detail</i>		Rate	\$0.58
Mileage Calculation:	Date	Destination	Amount
	4/8/19	City Hall to MCI	23.20
	4/12/19	MCI to City Hall	23.20
			-
			-
			-
Total			46.40

Cab/Shuttle fares/Tolls:	Date	Description	Amount
	4/8 - 4/13	Cash Tips for baggage, transportation, etc.	10.00
	4/13/19	Uber	8.87
	4/13/19	Uber Tip	2.00
	4/8/19	Uber	13.10
	4/8/19	Uber Tip	2.00
Total			35.97

Fuel - City Vehicle:	Date	Amount
Total		-

Meals Local:	Date	Breakfast	Lunch	Dinner	Maximum allowed:
					Breakfast 15.00
					Lunch 16.00
					Dinner 28.00
					Receipts are required
Total		-	-	-	

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount
Total			-

Miscellaneous Expense:	Date	Description	Amount
Total			-



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Information Technology

STAFF CONTACT: Mike Sirna /Amy Tharnish

SUBJECT: Consideration of renewal of contract with CDWG for technical support & licensing of the Microsoft Office 365 Product.

ITEM DESCRIPTION:

Consideration of renewal of contract with CDWG for technical support & licensing of the Microsoft Office 365 Product.

SUMMARY:

On December 17, 2015, eighteen (18) bids were received for the Software Value Added Reseller RFP. The State of Arizona acted as lead agency and awarded the contract based off evaluations to three vendors, of which CDWG was among those awarded (NASPO Contract# ADSPO16-130652 and State of Kansas Contract#42147).

Microsoft provides technical support & licensing for the Office 365 Product (O365) and is purchased through CDWG with a signed contract term of three (3) years. O365 is an essential tool used by the City of Olathe for communication and office productivity. Some of the major applications provided are Word, Excel, PowerPoint and Email.

This renewal provides necessary technical support and licensing for Microsoft O365 and will allow for a common version of these tools across the City.

Staff recommends renewal of contract with CDWG through June 30, 2022.

FINANCIAL IMPACT:

An estimated \$371,000 annually will be funded from the existing PC Fund (funded by lease fees from all departments for end user hardware/software/services). All subsequent year funding will continue from the PC Fund.

ACTION NEEDED:

Approval of renewal of contract with CDWG.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works, City Planning Division/Legal

STAFF CONTACT: Emily Carrillo; Daniel Yoza

SUBJECT: Consideration of Resolution No. 19-1034, approving a temporary event permit for alcohol to be possessed and consumed within a designated public area in Downtown Olathe.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1034, approving a temporary event permit for alcohol to be possessed and consumed within a designated public area in Downtown Olathe.

SUMMARY:

The Olathe Chamber of Commerce will again be hosting Fourth Fridays in downtown Olathe, with the support of many generous community sponsors. Now in its 7th season, Fourth Fridays continue to bring more than 2,000 residents and visitors to downtown Olathe each month, filling the streets with food trucks, music, entertainment, and great activities for everyone to enjoy! At this time, the Olathe Chamber of Commerce is requesting that the City allow alcohol to be purchased and consumed on public property within an enclosed beer garden. Any entrances and exits to the beer garden area will be controlled and ID's will be checked at these points. Trash containers will be at all exit points with "NO ALCOHOL PERMITTED PAST THIS POINT" printed on signs. Staff will be trained to ensure no alcoholic beverage cups leave the beer garden area. The Olathe Chamber of Commerce will provide adequate security for the event.

This event aligns with the City's priority to revitalize and reinvest in Downtown. This type of community and cultural gathering is vital to attracting people, encouraging social interaction, and building memories in Downtown. Not only do community events and programming foster civic pride, but 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 vehicle traffic.

The resolution to approve this permit is Attachment A. The map of the beer garden area where liquor will be allowed (bordered in red) is Exhibit A. The request by the Olathe Chamber of Commerce, which is required by statute K.S.A. 41-2645(e)(1), is Attachment B. Approval of this resolution is the first 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 also requires that attendees comply with all alcohol laws of the City and State.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Resolution No. 19-1034.

ATTACHMENT(S):

Attachment A: Resolution No.19-1034

Attachment B: Request for Permit

RESOLUTION NO. 19-1034

A RESOLUTION TEMPORARILY EXEMPTING A CERTAIN PORTION OF AN OLATHE PUBLIC STREET 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 Fourth Friday Events on May 24, June 28, and July 26, 2019 between 5:00 PM and 8:30 PM on such days.

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 written request by the Olathe Chamber of Commerce for a special event which includes consumption and possession of alcohol held at the location depicted in **Exhibit A** between 5:00 PM and 8:30 PM on May 24, June 28, and July 26, 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 red 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 5:00 PM to 8:30 PM on May 24, June 28, and July 26, 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 for the entire duration of the event.

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 statutes and City ordinances.

SECTION FOUR: The boundaries of the special event depicted in red 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

ATTACHMENT A

served alcoholic liquor. The Olathe Chamber of Commerce will provide adequate security for the event. 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 ____ day of _____ 2019

SIGNED by the Mayor this ____ day of _____ 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

May



LEGEND



Music



Beer Garden



Car Show



Food Trucks



Art Installation

June/July



LEGEND



Beer Garden



Vendor Booths



Food Trucks



Band & Seating

To Whom It May Concern,



OLATHE
CHAMBER OF COMMERCE
ONE VISION. ONE VOICE.



The Olathe Chamber of Commerce is requesting a resolution through the City of Olathe so that we as an organization can apply for a special event permit through the State of Kansas.

We are wanting to obtain this permit to enhance the Fourth Friday events in downtown

Olathe happening on May 24, June 28, and July 26 from 5:00 p.m. until 8:30 p.m. The

permit would allow a beer garden in downtown Olathe, served and operated by Touring

Taps, in which their drinking establishments would apply for city, county, and state permit

through their catering licenses into our permitted special event area. Since the event has

grown, we would also bring in KC Wine Co. to sell wine. According to the state, this business

would have to have a catering license to sell and serve within the permitted area.

We are excited to continue to bring people to downtown Olathe and grow the event. Thank you for your time.

Sincerely,

Kelly Peetoom

Olathe Chamber of Commerce

Vice President- Convention & Visitors Bureau

kpeetoom@olathe.org

913-764-1050



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zach Moore, Planner II

SUBJECT: FP19-0008 Shield Storage, Applicant: Andrea Weishaubt; Jim Story, LLC

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Shield Storage W. 151st Terrace (FP19-0008) containing 1 lot and no common tracts on 3.06± acres; located southeast of the intersection of W. 151st Street and US 169 Highway. Planning Commission recommends approval 7 to 0

SUMMARY:

This final plat application is to replat two existing lots: Lot 1A of McCray Lumber First Plat and Lot 2 of McCray Lumber Second Plat, which were both platted in 2006. The property was rezoned to M-2 (Heavy Industrial) District in 1981. A preliminary site development plan (PR18-0060) was approved by the Planning Commission in February 2019 for a mini-warehouse storage building on the subject property with boat and RV storage. This final plat is consistent with the preliminary site development plan that was approved, and with the Unified Development Ordinance (UDO) standards. For your information, a final site development plan for Shield Storage has been submitted and is currently under staff review.

The subject property is located within the City of Olathe sewer service area and the Johnson County WaterOne service area. Utility easements and public utility easements have been dedicated on the subject property previously, and a new Stormwater Quality/Quantity Easement (BMP/E) is being dedicated with this plat.

Chapter 3.35.050(B) of the Olathe Municipal Code states that any replat of previously platted land that was approved by the City is exempt from paying street and traffic signal excise taxes. Since this application is for a replat of previously platted property, street or traffic signal excise taxes are not required.

On April 22, 2019, the Planning Commission voted 7-0 to approve the final plat for Shield Storage with stipulations as shown in the minutes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Shield Storage W. 151st Terrace (FP19-0008).
2. Reject the dedication of land for public purposes for Shield Storage W. 151st Terrace and

MEETING DATE: 5/7/2019

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 22, 2019

Application:	FP19-0008, Final Plat for Shield Storage W 151st Terrace		
Location:	Southeast of the intersection of W. 151 st Street and US 169 Highway		
Owner:	CP GDP Olathe, LLC		
Applicant/ Engineer:	Andrea Weishaubt; Jim Story, LLC		
Staff Contact:	Zachary Moore, Planner II		
Site Area:	<u>3.06± acres</u>	Use:	<u>Self-storage building</u>
Lots:	<u>1</u>		
Tracts:	<u>0</u>	Current Zoning:	<u>M-2</u>

1. Comments:

The following application is a final plat for Shield Storage W 151st Terrace, containing one industrial lot and no common tracts. This is a replat of the existing Lot 1A of McCray Lumber First Plat and Lot 2 of McCray Lumber Second Plat, which were both recorded in October 2006. A preliminary site development plan (PR18-0060) on the subject property for Shield Storage was approved in February 2019. This replat will combine the aforementioned lots into one industrial lot, removing a property line that bisected the building proposed with PR18-0060. The subject property was annexed into the City in May 1980 (Ord. 80-51) and was rezoned to M-2 in 1981 (Ord. 81-69).

2. Plat Review:

- a. **Lots/Tracts** – The plat includes a total of one industrial lot and no common tracts. Lot 1 contains a total of 3.06± acres.
- b. **Public Utilities** – The subject property is located within the City of Olathe sewer service area and the Johnson County WaterOne service area. Utility Easements (U/E) and Public Utility Easements (PUB/E), have been dedicated on the subject property previously, and a new Stormwater Quality/Quantity Easement (BMP/E) is being dedicated with this plat.
- c. **Streets/Right-of-Way** – No public street right-of-way is required to be dedicated with this final plat. The subject property will take access from W. 151st Terrace towards the southern portion of the site.

FP19-0008
April 22, 2019
Page 2

3. Excise Taxes

Chapter 3.35.050(B) of the Olathe Municipal Code states that any replat of previously platted land that was approved by the City is exempt from paying street and traffic signal excise taxes. Since this application is for a replat of previously platted property, no street or traffic signal excise taxes are required.



View of subject property looking southeast from the 151st Street on-ramp



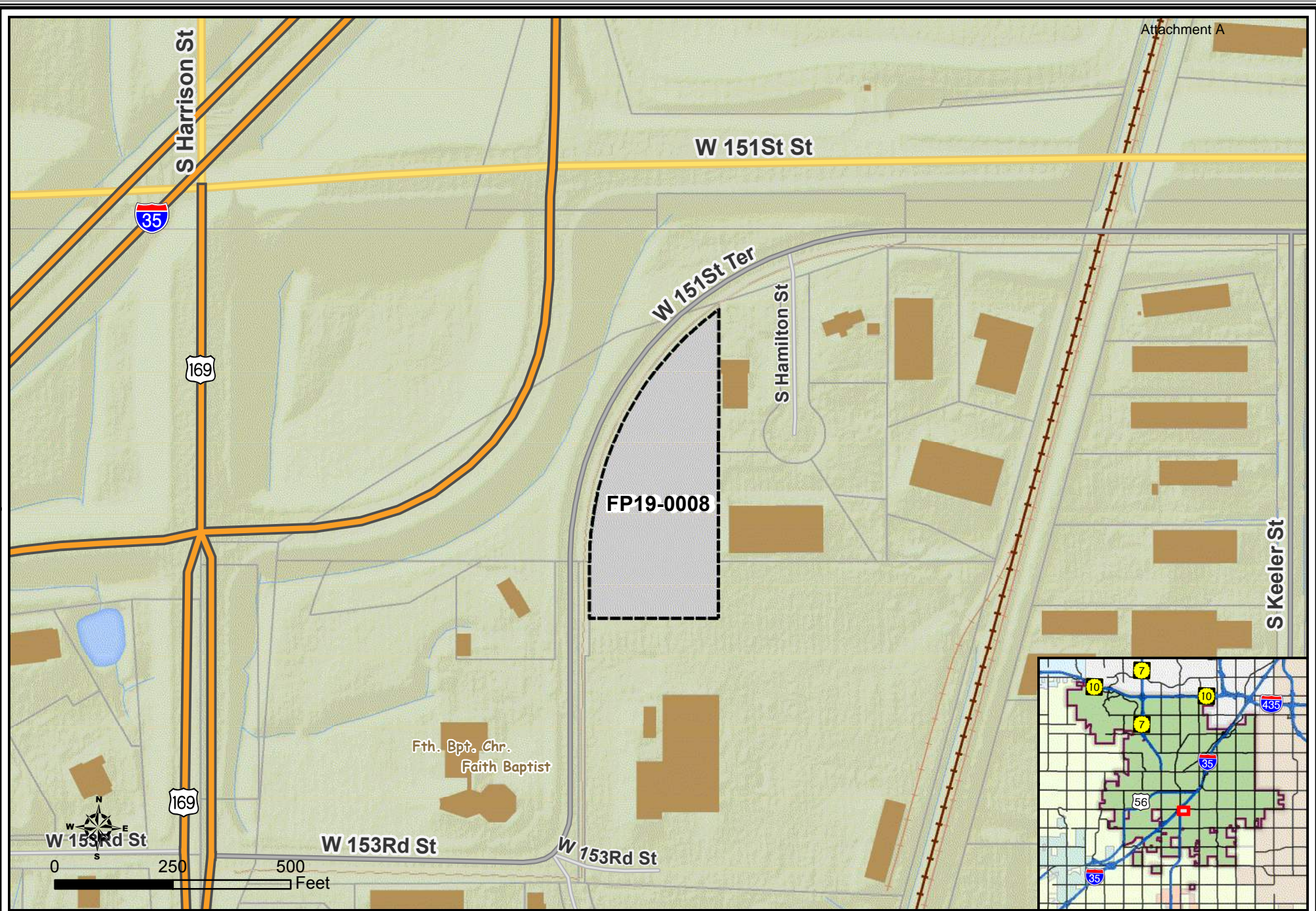
Aerial view of site outlined in navy

FP19-0008
April 22, 2019
Page 3

Staff Recommendation:

Staff recommends approval of FP19-0008, final plat for Shield Storage W 151st Terrace with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (PDF format) shall be submitted to the Planning Division.
- b. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers shall be screened from public view with three-sided landscaping or with an architectural treatment compatible with the building architecture per UDO, Section 18.30.130.I.6.



SHIELD STORAGE W. 151ST TERRACE
MP19-0003



User: jaredmd
Date: 04/17/2019



FINAL PLAT SHIELD STORAGE W 151st TERRACE

A MINOR SUBDIVISION REPLAT OF PART OF LOT 1 MCCRAY LUMBER, 1st PLAT & LOT 2 MCCRAY LUMBER, 2nd PLAT

Attachment A

LEGEND:

- CORNER FOUND 1/2" IRON BAR AS NOTED
- CORNER SET WITH 1/2" IRON BAR - LS 1408
- 10' UTILITY EASEMENT TO BE VACATED



VICINITY MAP
NOT TO SCALE

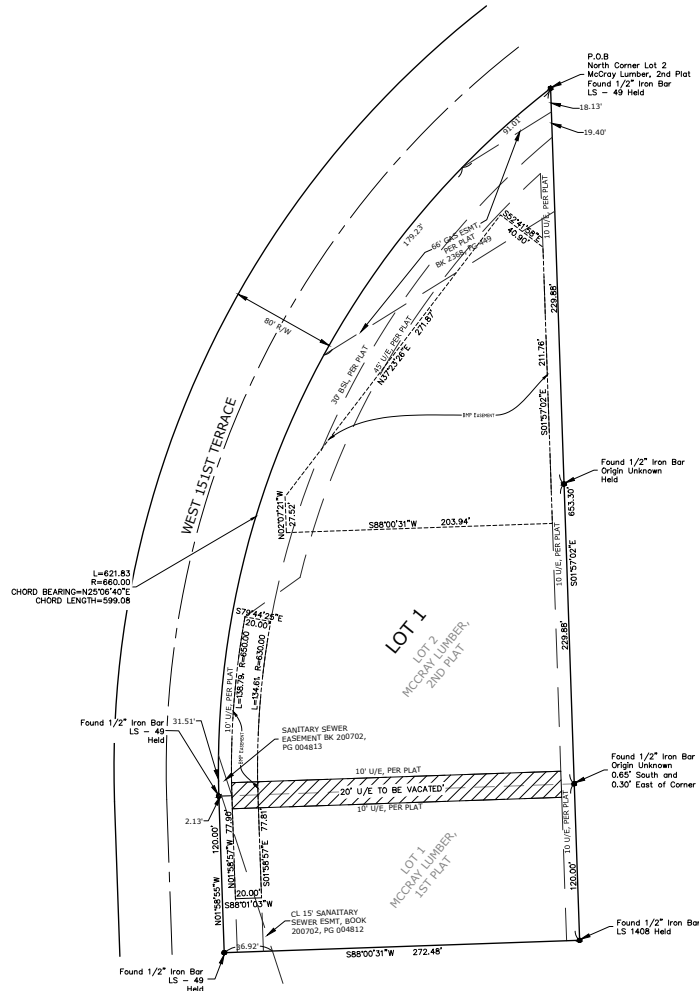
NOTES:

- 1) BASIS BEARINGS IS KANSAS STATE PLANE NORTH ZONE
- 2) THIS COMPANY OBSERVED NO EVIDENCE OF ANY SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- 3) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCE IN FEET.
- 4) FLOOD PLAIN NOTE: ACCORDING TO FIRM MAP NO. 20091C0302F JOHNSON COUNTY, KANSAS, DATED JUNE 17, 2002 THIS ENTIRE SITE IS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN.
- 5) THIS PROPERTY IS ZONED M-2 (GENERAL INDUSTRIAL DISTRICT)
- 6) AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS TO ENTER UPON, CONSTRUCT AND MAINTAIN PIPES, INLETS, MANHOLES, SURFACE DRAINAGE FACILITIES, DRAINAGE DITCHES, DRAINAGE CHANNELS OR WATER COURSES, OTHER DRAINAGE FACILITY TRIBUTARY CONNECTIONS AND APPURTENANT WORK RELATIVE TO STORM WATER DRAINAGE UPON, OVER, OR UNDER THE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "STORMWATER QUALITY/ QUANTITY EASEMENT" OR "BMP/E"

NOTICE:

THIS SITE INCLUDES STORMWATER TREATMENT FACILITIES, AS DEFINED AND REGULATED IN THE OLATHE MUNICIPAL CODE. RESTRICTIONS ON THE USE OR ALTERATION OF THE SAID FACILITIES MAY APPLY. THIS PROPERTY IS ALSO SUBJECT TO THE OBLIGATIONS AND REQUIREMENTS OF THE STORMWATER TREATMENT FACILITY MAINTENANCE AGREEMENT APPROVED BY THE CITY.

THIS IS TO CERTIFY THAT ON THIS 28TH DAY OF FEBRUARY 2019, THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEY PURSUANT K.A.R. 66-12-1



DESCRIPTION:

PART OF LOT 1 MCCRAY LUMBER, 1ST PLAT, A SUBDIVISION OF LAND IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS AND ALL OF LOT 2 MCCRAY LUMBER, 2ND PLAT, A SUBDIVISION OF LAND IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT 2; THENCE S01°57'02"E, ALONG THE EAST LINE OF SAID LOT 2 AND SAID LOT 1, A DISTANCE OF 653.30 FEET; THENCE S88°00'31"W, A DISTANCE OF 272.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF W 151ST TERRACE AS IT NOW EXISTS; THENCE N01°58'55"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 120.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET, A CHORD BEARING OF N25°06'40"E, A CHORD LENGTH OF 599.08 FEET AND AN ARC LENGTH OF 621.83 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT.

CONTAINS 133,415.90 SQ FT MORE OR LESS OR 3.06 ACRES

EXECUTION

IN TESTIMONY WHEREOF, CP GDP Olathe LLC, has caused this instrument to be executed by its Member this ____ day of ____, 2019.

NAME _____ TITLE _____
ACKNOWLEDGEMENT
STATE OF KANSAS)
JSS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of ____, 2019, before me, the undersigned, a Notary Public in and for said County and State, came _____ of CP GDP Olathe LLC, who is personally known to me to be the same executed the foregoing instrument of writing on behalf of said Incorporated Company, and said person duly acknowledged the execution of same to be the act and deed of same Limited Liability Company.

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 ____, 2019.

Chairman: C.S. Vakas

APPROVED BY the Governing Body
Of the City of Olathe, Johnson County, Kansas, this ____ day of ____, 2019.

Mayor: Michael Copeland

City Clerk: David Bryant



1"=60'
0' 30' 60'

Prepared For:

GREENSCAPE DEVELOPMENT PARTNERS
JUSTIN LEE

Date of Preparation:

FEBRUARY 25TH, 2019

SITE SUMMARY

LOT SIZE 133,415.90 SQ FT

FINAL PLAT - SHIELD STORAGE W 151st TERRACE

A MINOR SUBDIVISION REPLAT OF PART OF LOT 1 MCCRAY LUMBER, 1st PLAT & LOT 2 MCCRAY LUMBER, 2nd PLAT

JIM STORY, PLS

2300 Hutton Road Suite 108 | Kansas City, Kansas 66109 | 913.702.5073



City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: April 22, 2019

Application:	<p><u>FP19-0008</u> Request approval for a final plat for Shield Storage W. 151st Terrace containing 1 lot and no common tracts on 3.06± acres; located southeast of the intersection of W. 151st Street and US 169 Highway.</p>
---------------------	--

A motion to approve FP19-0008 on the Consent Agenda was made by Comm. Nelson and seconded by Comm. Sutherland 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 Planning Division.
- b. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers shall be screened from public view with three-sided landscaping or with an architectural treatment compatible with the building architecture per UDO, Section 18.30.130.I.6.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zach Moore, Planner II

SUBJECT: FP19-0006: Black Bob 151 Shops Lot 8 Replat Applicant: Toby Scott & Dave Meats; Adio Ventures LLC & Meat & McDonald, LLC

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for **Black Bob 151 Shops Lot 8 Replat** (FP19-0006) containing 2 commercial lots and 1 common tract on 0.89± acres; located at 15205 S. Black Bob Road. Planning Commission recommends approval 7 to 0

SUMMARY:

This final plat application is to replat the existing lot 8 of Black Bob 151 Shops, which was platted in 2011. A preliminary site development plan was approved for the Black Bob 151 Shops in 2007 and a final site development plan (PR18-0012) was approved for the subject property in March 2018. An office building was recently constructed on this lot. This replat will divide the existing building into two separate units and will establish a common tract to be used for amenities, landscaping, monuments, access and parking.

The subject property is located within the City of Olathe water service area and the Johnson County Wastewater service area. Utility easements, waterline easements, and sanitary sewer easements will be dedicated with this final plat.

Chapter 3.35.050(B) of the Olathe Municipal Code states that any replat of previously platted land that was approved by the City is exempt from paying street and traffic signal excise taxes. Since this application is for a replat of previously platted property, no street or traffic signal excise taxes are required.

On April 22, 2019, the Planning Commission voted 7-0 to approve the final plat for Black Bob 151 Shops Lot 8 Replat with stipulations as shown in the minutes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Black Bob 151 Shops Lot 8 Replat (FP19-0006).
 2. Reject the dedication of land for public purposes for Black Bob 151 Shops Lot 8 Replat 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.
-

MEETING DATE: 5/7/2019

ATTACHMENT(S):

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



City of Olathe
Planning Division

STAFF REPORT

Planning Commission Meeting: April 22, 2019

Application:	FP19-0006, Final Plat for Black Bob 151 Shops Lot 8 Replat		
Location:	15205 S. Black Bob Road		
Owners:	Toby Scott & Dave Meats; Adio Ventures LLC & Meats & McDonald, LLC		
Engineer:	Judd Claussen, P.E.; Phelps Engineering, Inc.		
Staff Contact:	Zachary Moore, Planner II		

Site Area:	<u>0.89± acres</u>	Use:	<u>Office building</u>
Lots:	<u>2</u>		
Tracts:	<u>1</u>	Current Zoning:	<u>C-2</u>

1. Comments:

The following application is a final plat for Black Bob 151 Shops Lot 8 Replat, containing two commercial lots and one common tract. This is a replat of the existing Lot 8 of Black Bob 151 Shops which was recorded in March 2011. The subject property and surrounding shopping center were annexed in March 1985 and subsequently rezoned to C-2 in April 1989. A preliminary site development plan was approved for the Black Bob 151 Shops in December 2007 and a final site development plan (PR18-0012) was approved for the subject property in March 2018. A building permit for the existing office building was issued in November 2018. This replat will divide the building into two separate units and will establish a common tract to be used for amenities, landscaping, monuments, access and parking, and private open space.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes a total of two commercial lots and one common tract. Lot 1 is approximately 0.17± acres, Lot 2 is approximately 0.09± acres, and Tract A is approximately 0.63 acres in size.
- b. **Public Utilities** – The subject property is located within the City of Olathe water service area and the Johnson County Wastewater service area. Utility Easements (U/E), Waterline Easements (WL/E), and Sanitary Sewer Easements (S/E) will be dedicated with this final plat.
- c. **Streets/Right-of-Way** – No public street right-of-way is required to be dedicated with this final plat. The subject properties will take access from an internal drive within the shopping center. There is no direct vehicular access from Tract A, where the parking lot is to be located, to Black Bob Road.

FP19-0006
April 22, 2019
Page 2

3. Excise Taxes

Chapter 3.35.050(B) of the Olathe Municipal Code states that any replat of previously platted land that was approved by the City is exempt from paying street and traffic signal excise taxes. Since this application is for a replat of previously platted property, no street or traffic signal excise taxes are required.



Aerial view of site outlined in navy



View of existing building from internal access drive

Staff Recommendation:

Staff recommends approval of FP19-0006, final plat for Black Bob 151 Shops Lot 8 Replat with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (.pdf format) shall be submitted to the Planning Division.
- b. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers shall be screened from public view with three-sided landscaping or with an architectural treatment compatible with the building architecture per UDO, Section 18.30.130.I.6.



BLACK BOB 151 SHOPS, LOT 8
FP19-0006



User: jaredmd
Date: 04/17/2019



FINAL PLAT OF BLACK BOB 151 SHOPS LOT 8 REPLAT

RESURVEY AND REPLAT OF LOT 8, BLACK BOB 151 SHOPS, A
PLATTED SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF
SECTION 9, TOWNSHIP 14 SOUTH, RANGE 24 EAST,
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

Attachment A

LEGAL DESCRIPTION
Resurvey and replat of Lot 8, BLACK BOB 151 SHOPS, a platted subdivision of land in the City of Olathe, Johnson County, Kansas, containing 0.8918 acres, more or less, of replatted 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 hereafter be known as "BLACK BOB 151 SHOPS LOT 8 REPLAT".

DEDICATION
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 Consolidated Main Sewer District of 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 conduits, water, gas, sewer pipes, poles, wires, upon, over and under those areas outlined hereon and designated on this plat as "W/L/E" or "Water Line Easement".

Tract "A" shall be owned and maintained by Owners of Lots 1 and 2. Said tracts to be dedicated for amenities, landscaping, monuments, access and parking and private open space.

RESTRICTIONS
All lots, parcels, tracts and properties in this subdivision shall hereafter be subject to the Declaration of Restrictions for "Black Bob 151 Shops Lot 8 Replat", 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 such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, 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____.

ADIO Ventures, LLC, a Kansas Limited Liability Company and Meats & McDonald LLC, a Kansas Limited Liability Company, as tenants in common

By: Taty A. Scott, Member of ADIO Ventures, LLC
By: Warren D. Meats, Jr., Chief Executive Manager of Meats & McDonald LLC

ACKNOWLEDGEMENT
STATE OF _____ } SS
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Taty A. Scott, Member of ADIO Ventures, 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: _____

Print Name: _____

ACKNOWLEDGEMENT
STATE OF _____ } SS
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Warren D. Meats, Jr., Chief Executive Manager of Meats & McDonald 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: _____

Print Name: _____

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

Chairman: C.S. Vukas

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

Mayor: Michael E. Copeland

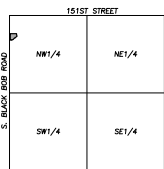
Attest: _____ City Clerk

LOT AREAS		
PARCEL	AREA (S.F.)	AREA (A)
1	7334.93	0.1684
2	4015.82	0.0922
PLAT	36847.27	0.8918
TRACT A	27496.51	0.6312



SCALE: 1"=20'
BEARING BASE: RECORDED PLAT OF
"BLACK BOB 151 SHOPS"

- LEGEND**
- DENOTES FOUND 1/4" BRASS MONUMENT
STAMPED PHELPS K&S S.D. RESET 1/2"x24"
REBAR W/PHILIPS CORP. CLS-B2 PLASTIC CAP
IN CONCRETE
 - DENOTES FOUND 1/2" REBAR W/PHILIPS CORP.
CLS-B2 PLASTIC CAP IN CONCRETE
 - U/E DENOTES UTILITY EASEMENT
 - B/L DENOTES BUILDING LINE
 - W/L DENOTES WATER LINE EASEMENT
 - S/E DENOTES SANITARY SEWER EASEMENT



LOCATION MAP
SECTION 9-14-24



SCALE: 1" = 2000'

TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 20172766 AND WITH AN EFFECTIVE DATE OF JANUARY 22, 2016 AT 8:00 A.M. REVISED 1/24/18

FLOOD NOTE:

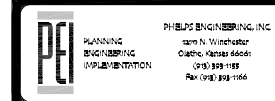
THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF OLATHE, COMMUNITY NO. 200105, JOHNSON COUNTY, KANSAS, MAP NO. 2001050005, AND DATED AUGUST 3, 2009.

NOTE:

LOTS IN THIS PLAT ARE SERVED BY A REGIONAL DETENTION BASIN.



CERTIFICATE OF AUTHORIZATION
KANSAS ENGINEERING - LS-80
ENGINEERING - LS-80
KANSAS ENGINEERING
18-1075
KANSAS ENGINEERING
18-1075
KANSAS ENGINEERING
18-1075





City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: April 22, 2019

Application:	<p><u>FP19-0006</u> Request approval for a final plat for Black Bob 151 Shops Lot 8 Replat containing 2 lots and 1 common tract on 0.89± acres; located at 15205 S. Black Bob Road.</p>
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A motion to approve FP19-0006 on the Consent Agenda was made by Comm. Nelson and seconded by Comm. Sutherland 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 Planning Division.
- b. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers shall be screened from public view with three-sided landscaping or with an architectural treatment compatible with the building architecture per UDO, Section 18.30.130.I.6.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

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, Change Orders and Final Pay Estimates for Public Works projects.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Approve Consent Calendar for May 7, 2019.

ATTACHMENT(S):

A: Consent Calendar

B: Change Orders

City Council Information Sheet

Date: May 7, 2019

ISSUE: Consent Calendar for: May 7, 2019**DEPARTMENT:** Public Works**SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Johnson County Wastewater (JCW) Metering Vault Improvements – 1-C-044-16 – Sanitary Sewer
- b) Downtown Bollards – 7-C-009-18 – Removable Bollards
- c) Meadows at Valley Ridge 1st Plat – 3-D-048-17 – Storm Sewers
- d) Meadows at Valley Ridge 1st Plat – 5-D-007-18 – Waterlines
- e) Boulder Hills 2nd Plat – 3-D-011-17 – Street
- f) The Woods at Prairie Haven – 5-D-038-17 – Waterlines
- g) Meadows at Valley Ridge 1st Plat – 3-D-048-17 - Street

2) CHANGE ORDERS

- a) Johnson County Wastewater (JCW) Metering Vault Improvements – 1-C-044-16
- b) Downtown Bollards – 7-C-009-18

3) FINAL PAYMENT TO CONTRACTORS

- a) Johnson County Wastewater (JCW) Metering Vault Improvements – 1-C-044-16

Final Payment	\$	7,761.25
Paid to Date	\$	84,763.75
Original Contract Amount	\$	85,250.00
Total Change Orders	\$	7,275.00
Change Order 1: \$3,975.00 (5/18/18)		
Change Order 2-FINAL: \$3,300.00 (5/7/19)		
Final Contract Amount	\$	92,525.00
Contractor – Utility Solutions, LLC		

b) Downtown Bollards – 7-C-009-18

Final Payment	\$	62,921.15
Paid to Date	\$	0.00
Original Contract Amount	\$	72,430.91
Total Change Orders	\$	-9,509.76
Change Order 1-FINAL: -\$9,501.76 (5/7/19)		
Final Contract Amount	\$	62,921.15
Contractor – Phoenix Concrete, LLC		

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



CHANGE ORDER NO: 2 - Final PROJECT NAME: JCW Metering Vault Improvements
 CITY PROJECT NO. 1-C-044-16 700749
 CONTRACT DATE: August 1, 2017 ENCUMBRANCE NO. _____
 CONTRACTOR: Utility Solutions, LLC
 ENGINEER: Tetra Tech, Inc.

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
8	Install Outlet in Enclosure	0	1	LS	\$600.00	\$600.00
9	Reroute Pump Suction Pipe	0	1	LS	\$1,620.00	\$1,620.00
10	Additional Grounding	0	1	LS	\$600.00	\$600.00
11	Pipe Pressure Testing	0	1	LS	\$480.00	\$480.00

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$85,250.00
Net change by Previous Change Orders	\$3,975.00
The Contract Sum Prior to This Change Order Was	\$89,225.00
The Contract Sum Shall be (Increased) (Decreased) by This Change Order.....	\$3,300.00
The New Contract Sum With All Approved Change Orders Will Be.....	\$92,525.00
Original Contract Time.....	110 days
The Contract time Will Be (Increased) (Decreased) (Unchanged) By.....	190 days
The Contract Time With All Approved Change Orders is.....	420 days
The Day of Substantial Completion as of the Date of This Change Order Therefore is.....	10-Dec-18

RECOMMENDED

City of Olathe Public Works
 Project Manager - Lorrie Hill

By

Date:

Lorrie Hill
8-8-19

APPROVED

Utility Solutions, LLC
 Contractor

By

Date:

[Signature]
2-8-19

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:

Date:

[Signature]
4/24/2019
 Nathan Baldwin

By:

AGREEMENT TO THIS

day of

2019

Deputy City Clerk



CHANGE ORDER NO: 1 ~ Final

PROJECT NAME:

Downtown Bollards

CITY PROJECT NO. 7-C-009-18

CONTRACT DATE: 2/19/19

ENCUMBRANCE NO.

700971

CONTRACTOR: Phoenix Concrete LLC

ENGINEER: N/A

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
8	Install Concrete Base Repair	34	0	SY	\$69.57	(\$2,365.38)
9	Install 2" BM-2FR Asphaltic Concrete	4	0	TONS	\$441.75	(\$1,767.00)
10	Install 4" Yellow Thermoplastic	20	0	LF	\$11.04	(\$220.80)
11	Install 6" White Thermoplastic	34	0	LF	\$11.04	(\$375.36)
12	Install 24" White Thermoplastic	29	0	LF	\$44.18	(\$1,281.22)

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$72,430.91
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$72,430.91
Remaining Contingency	(\$3,500.00)
Total Change Order Amount	(\$6,009.76)
The Contract Sum Shall be (Increased) (Decreased)	
by This Change Order.....	(\$9,509.76)
The New Contract Sum With All Approved Change	
Orders Will Be.....	\$62,921.15
Original Contract Time.....	N/A days
The Contract time Will Be (Increased) (Decreased)	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change	
Orders is	N/A days
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	N/A

RECOMMENDED

City of Olathe Public Works

Project Manager - Austin Lamparter

By

Date:

4-30-19

APPROVED

Phoenix Concrete LLC

Contractor

By

Date:

4-30-2019

APPROVED

CITY OF OLATHE ASSISTANT CITY ENGINEER

By:

Date:

Nate Baldwin
4/30/2019

By:

City Clerk

AGREEMENT TO THIS

day of

2019



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Contract with Miles Excavating for construction of the 151st and Ridgeview Geometric Improvements Project, PN 3-C-112-17, and the 151st Street Arterial Mill and Overlay Improvements Project, PN 3-P-002-19.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Miles Excavating, Inc. for construction of the 151st and Ridgeview Geometric Improvements Project, PN 3-C-112-17, and the 151st Street Arterial Mill and Overlay Improvements Project, PN 3-P-002-19.

SUMMARY:

On April 10, 2019, three (3) bids were received and opened for the above referenced project. The bids ranged from \$5,381,455.25 to \$5,709,501.80 with the Engineer's Estimate at \$5,571,416.00. Miles Excavating, Inc. submitted the low and responsible bid in the amount of \$5,627,915.98. The following is a tabulation of the bids received:

Freeman Concrete Construction, LLC	\$5,381,455.25
Engineer's Estimate	\$5,571,416.00
Miles Excavating, Inc.	\$5,627,915.98
O'Donnell & Sons Construction Co. Inc.	\$5,709,501.80

The 151st and Ridgeview Geometric Improvements Project includes the construction of an additional left turn lane for southbound traffic; extending the right turn lane and modifying the school entrance for westbound traffic; constructing an additional thru lane, increasing the left turn lane storage and adding a right turn lane for northbound traffic; and adding a designated right turn lane for eastbound traffic.

The 151st Street Arterial Mill and Overlay Improvements Project includes asphalt over concrete mill and overlay on 151st Street from Ridgeview Road to the Olathe Medical Center Main Entrance, as well as repair or replacement of bridge approaches on the 151st Street bridge over BNSF Railroad and the 151st Street bridge over I-35/US169 Highway.

Construction is tentatively scheduled to begin in late May 2019 and be completed by the end of 2019.

FINANCIAL IMPACT:

Funding for the 151st and Ridgeview Geometric Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

GO Bonds	\$2,304,494
----------	-------------

MEETING DATE: 5/7/2019

<u>Other Funds (Development Agreement w/ Garmin)</u>	<u>\$ 300,506</u>
Total	\$2,605,000

Funding for the 151st Street Arterial Mill and Overlay Improvements Project is 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 Miles Excavating, Inc. for construction of the 151st and Ridgeview Geometric Improvements Project, PN 3-C-112-17, and the 151st Street Arterial Mill and Overlay Improvements Project, PN 3-P-002-19.

ATTACHMENT(S):

- A: Engineer's Estimate and Affidavit of Estimate
- B: Project Fact Sheet
- C: Project Location Map
- D: Resolution No. 19-1007

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the 151st and Ridgeview
Geometric Improvements, PN 3-C-112-17 and the 151st Street Mill and
Overlay, PN 3-P-002-19, is attached and I am providing the estimate of
the cost under oath (Exhibit A).

Beth Wright
Beth Wright, Deputy Director

Subscribed in my presence and sworn under oath before me this 29th
day of April, 2019.



Linda M. Wollschlager
Notary Public

My Appointment Expires

January 3, 2023

BID FORM
P.N. 3-C-112-17 & 3-P-002-19
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the 151st and Ridgeview Geometric Improvements P.N. 3-C-112-17 and the 151st Street Mill and Overlay P.N. 3-P-002-19.

Schedule of Values

	ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
	P.N. 3-C-112-17					
1	MOBILIZATION	LS	1	60,000	0	\$60,000.00
2	CONSTRUCTION STAKING	LS	1	15,000	0	\$15,000.00
3	REMOVAL OF IMPROVEMENTS	LS	1	30,000	0	\$30,000.00
4	COMMON EXCAVATION	CY	2,727	20	0	\$54,540.00
5	EMBANKMENT	CY	156	15	0	\$2,340.00
6	1.5" ASPHALTIC SUPERPAVE LEVELING COURSE	TONS	97	80	0	\$7,760.00
7	2" ASPHALTIC SUPERPAVE SURFACE	TONS	1,690	80	0	\$135,200.00
8	VARIABLE ASPHALTIC SUPERPAVE SURFACE	SY	91	24	0	\$2,184.00
9	10" ASPHALTIC BASE	TONS	1,155	85	0	\$98,175.00
10	6" AB-3 MODIFIED AGGREGATE BASE	SY	2,285	20	0	\$45,700.00
11	7" CONCRETE COMMERCIAL DRIVE	SY	620	100	0	\$62,000.00
12	FULL DEPTH STREET PATCH	SY	1,047	65	0	\$68,055.00
13	SUBGRADE REPAIR	SY	279	25	0	\$6,975.00
14	ASPHALT CRACK REPAIR	SY	150	55	0	\$8,250.00
15	2" MILL	SY	12,275	2	0	\$24,550.00
16	3.5" MILL	SY	1,170	2	70	\$3,159.00
17	HYBRID PAVING MAT	SY	1,170	4	0	\$4,680.00
18	TYPE "B" CONCRETE CURB AND GUTTER	LF	2,925	23	0	\$67,275.00
19	TYPE "E" CONCRETE MEDIAN CURB AND GUTTER	LF	878	23	0	\$20,194.00
20	TYPE "B" CONCRETE PARKING LOT CURB AND GUTTER	LF	267	23	0	\$6,141.00
21	DOWELED ON MEDIAN CURB	LF	1,212	18	0	\$21,816.00
22	STAMPED MEDIAN	SY	612	100	0	\$61,200.00
23	MEDIAN NOSE	EACH	3	1,500	0	\$4,500.00
24	4" CONCRETE SIDEWALK	SF	11,635	5	0	\$58,175.00
25	TYPE I ADA RAMP	EACH	5	1,400	0	\$7,000.00
26	TYPE II ADA RAMP	EACH	2	1,650	0	\$3,300.00
27	STANDARD CURB INLET	EACH	7	5,000	0	\$35,000.00
28	STANDARD JUNCTION BOX	EACH	2	5,000	0	\$10,000.00
29	UNDERDRAIN	LF	209	25	0	\$5,225.00
30	12" RCP	LF	73	80	0	\$5,840.00
31	18" RCP	LF	140	100	0	\$14,000.00
32	24" RCP	LF	1,027	225	0	\$231,075.00
33	REMOVE TREE	EACH	8	2,500	0	\$20,000.00
34	SODDING	SY	3,609	5	0	\$18,045.00
35	4" SOLID YELLOW LINE (HPS-8)	LF	1,140	1	50	\$1,710.00
36	4" SOLID WHITE LINE (HPS-8)	LF	650	1	50	\$975.00
37	6" BROKEN WHITE LINE (HPS-8)	LF	670	2	25	\$1,507.50
38	6" DOTTED WHITE LANE DROP LINE (HPS-8 OR PREFORMED THERMO)	LF	20	2	25	\$45.00
39	6" DOTTED WHITE EXTENSION LINE (HPS-8 OR PREFORMED THERMO)	LF	70	2	25	\$157.50
40	6" SOLID WHITE LINE (HPS-8)	LF	3,140	2	0	\$6,280.00
41	6" SOLID WHITE CROSSWALK LINE (HPS-8 OR PREFORMED THERMO)	LF	950	2	25	\$2,137.50
42	12" SOLID YELLOW LINE (HPS-8 OR PREFORMED THERMO)	LF	50	5	0	\$250.00
43	24" SOLID WHITE STOP LINE (HPS-8 OR PREFORMED THERMO)	LF	320	18	0	\$5,760.00
44	LEFT/RIGHT TURN ARROW (HPS-8 OR PREFORMED THERMO)	EACH	45	200	0	\$9,000.00
45	THRU ARROW (HPS-8 OR PREFORMED THERMO)	EACH	4	200	0	\$800.00
46	THRU-LEFT ARROW (HPS-8 OR PREFORMED THERMO)	EACH	3	350	0	\$1,050.00
47	ONLY SYMBOL (HPS-8 OR PREFORMED THERMO)	EACH	2	350	0	\$700.00
48	LEFT-RIGHT ARROW (HPS-8 OR PREFORMED THERMO)	EACH	1	350	0	\$350.00
49	LIGHTING	LS	1	61,000	0	\$61,000.00
50	PERMANENT SIGNING	EACH	24	300	0	\$7,200.00
51	FIBER INSTALLATION	LS	1	32,000	0	\$32,000.00
52	TRAFFIC SIGNAL INSTALLATION	LS	1	200,000	0	\$200,000.00
53	TRAFFIC CONTROL	LS	1	50,000	0	\$50,000.00
54	EROSION CONTROL	LS	1	5,000	0	\$5,000.00
	WATERLINE IMPROVEMENTS					
55	MOBILIZATION FOR WATER MAIN IMPROVEMENTS	LS	1	15,400	0	\$15,400.00
56	TRAFFIC CONTROL FOR WATER MAIN IMPROVEMENTS	LS	1	9,300	0	\$9,300.00
57	CONSTRUCTION STAKING FOR WATER MAIN IMPROVEMENTS	LS	1	6,200	0	\$6,200.00

58	12" HDPE DR11	LF	676	195	0	\$131,820.00
59	8" HDPE DR11	LF	373	165	0	\$61,545.00
60	8" 45° BEND	EACH	2	950	0	\$1,900.00
61	12" 45° BEND	EACH	4	1,100	0	\$4,400.00
62	8" 45° BEND (VERTICAL)	EACH	3	950	0	\$2,850.00
63	12" 11.25° BEND (VERTICAL)	EACH	4	1,100	0	\$4,400.00
64	8" GATE VALVE	EACH	3	1,600	0	\$4,800.00
65	12" GATE VALVE	EACH	6	2,520	0	\$15,120.00
66	12"x12"x8" TAPPING SLEEVE	EACH	1	7,500	0	\$7,500.00
67	8"x8" TEE	EACH	1	950	0	\$950.00
68	12"x12" TEE	EACH	3	1,100	0	\$3,300.00
69	12"x6" TEE	EACH	2	1,100	0	\$2,200.00
70	12"x8" REDUCER	EACH	1	625	0	\$625.00
71	8" SOLID SLEEVE	EACH	2	840	0	\$1,680.00
72	12" SOLID SLEEVE	EACH	4	900	0	\$3,600.00
73	STRADDLE BLOCK	EACH	3	1,460	0	\$4,380.00
74	WATER SERVICE RECONNECT	EACH	3	1,025	0	\$3,075.00
75	FULL DEPTH STREET PATCH	LF	531	60	0	\$31,860.00
76	FIRE HYDRANT ASSEMBLY	EACH	2	5,015	0	\$10,030.00
77	FIRE HYDRANT REMOVAL	EACH	2	650	0	\$1,300.00
78	WATER VAULT DEMOLITION	LS	1	10,000	0	\$10,000.00
3-C-112-17 Project Total:						\$1,941,511.50

	P.N. 3-P-002-19					
79	MOBILIZATION	LS	1	120,000	0	\$120,000.00
80	CONSTRUCTION STAKING	LS	1	5,000	0	\$5,000.00
81	REMOVAL OF BRIDGE ITEMS	LS	1	56,000	0	\$56,000.00
82	INSTALL CITY OF OLATHE STREET PRESERVATION SALES TAX SIGN	EACH	2	200	0	\$400.00
83	3.5" MILL	SY	47,795	2	70	\$129,046.50
84	2" ASPHALTIC SUPERPAVE SURFACE	TONS	5,305	80	0	\$424,400.00
85	1.5" ASPHALTIC SUPERPAVE LEVELING COURSE	TONS	3,979	80	0	\$318,320.00
86	10" ASPHALTIC BASE	TONS	795	85	0	\$67,575.00
87	HYBRID PAVING MAT	SY	47,795	4	0	\$191,180.00
88	FULL DEPTH STREET PATCH	SY	877	65	0	\$57,005.00
89	SUBGRADE REPAIR	SY	184	25	0	\$4,600.00
90	CONCRETE JOINT REPAIR	SY	1,900	240	0	\$456,000.00
91	EXCAVATION AND GRADING	CY	1,000	20	0	\$20,000.00
92	REMOVE 5' CONCRETE SIDEWALK	LF	535	13	0	\$6,955.00
93	REMOVE 8' SHARED USE PATH	LF	209	21	0	\$4,389.00
94	REMOVE 7" CONCRETE COMMERCIAL DRIVE	SY	213	50	0	\$10,650.00
95	REMOVE MEDIAN CURB	LF	4,089	12	0	\$49,068.00
96	REMOVE TYPE "B" CURB AND GUTTER	LF	4,084	12	0	\$49,008.00
97	REMOVE INLET TOP	EACH	3	500	0	\$1,500.00
98	REMOVE STANDARD CURB INLET	EACH	6	1,500	0	\$9,000.00
99	REMOVE JUNCTION BOX	EACH	2	1,500	0	\$3,000.00
100	REMOVE 18" PIPE	LF	703	30	0	\$21,090.00
101	REMOVE 24" PIPE	LF	116	30	0	\$3,480.00
102	REMOVE 10" ASPHALTIC BASE	SY	1,432	20	0	\$28,640.00
103	REMOVE EXIST. MEDIAN (PAVERS OR CONCRETE MEDIAN)	SY	577	30	0	\$17,310.00
104	REMOVE MEDIAN NOSE	EACH	8	500	0	\$4,000.00
105	REMOVE GUARD RAIL	LF	188	15	0	\$2,820.00
106	REPLACE 5' CONCRETE SIDEWALK	LF	524	25	0	\$13,100.00
107	REPLACE 8' SHARED USE PATH	LF	179	40	0	\$7,160.00
108	REPLACE 7" CONCRETE COMMERCIAL DRIVE	SY	213	100	0	\$21,300.00
109	REPLACE MEDIAN CURB	LF	4,356	23	0	\$100,188.00
110	REPLACE HAND POURED MEDIAN CURB	LF	86	20	0	\$1,720.00
111	REPLACE TYPE "B" CURB AND GUTTER	LF	3,279	23	0	\$75,417.00
112	REPLACE HAND POURED TYPE "B" CURB AND GUTTER	LF	805	30	0	\$24,150.00
113	REPLACE INLET TOP	EACH	3	2,000	0	\$6,000.00
114	REPLACE STANDARD CURB INLET	EACH	6	5,000	0	\$30,000.00
115	REPLACE JUNCTION BOX	EACH	2	5,000	0	\$10,000.00
116	REPLACE 18" RCP	LF	703	100	0	\$70,300.00
117	REPLACE 24" RCP	LF	116	225	0	\$26,100.00
118	REPLACE STAMPED MEDIAN	SY	644	100	0	\$64,400.00
119	REPLACE MEDIAN NOSE	EACH	11	1,500	0	\$16,500.00
120	REPLACE GUARD RAIL	LF	188	70	0	\$13,160.00
121	INSTALL TYPE I ADA RAMP	EACH	3	1,400	0	\$4,200.00

122	4" SOLID YELLOW LINE (HPS-8)	LF	190	1	50	\$285.00
123	6" BROKEN WHITE LINE (HPS-8)	LF	2,920	2	25	\$6,570.00
124	6" DOTTED WHITE EXTENSION LINE (HPS-8 OR PREFORMED THERMO)	LF	360	2	25	\$810.00
125	6" SOLID WHITE LINE (HPS-8)	LF	7,180	2	0	\$14,360.00
126	6" SOLID WHITE CROSSWALK LINE (HPS-8 OR PREFORMED THERMO)	LF	1,590	2	25	\$3,577.50
127	12" SOLID YELLOW LINE (HPS-8 OR PREFORMED THERMO)	LF	10	5	0	\$50.00
128	12" SOLID WHITE LINE (HPS-8 OR PREFORMED THERMO)	LF	120	5	0	\$600.00
129	24" SOLID WHITE LINE (HPS-8 OR PREFORMED THERMO)	LF	560	18	0	\$10,080.00
130	LEFT/RIGHT TURN ARROW (HPS-8 OR PREFORMED THERMO)	EACH	78	200	0	\$15,600.00
131	THRU-LEFT/THRU-RIGHT ARROW (HPS-8 OR PREFORMED THERMO)	EACH	4	350	0	\$1,400.00
132	LEFT-THRU-RIGHT ARROW (HPS-8 OR PREFORMED THERMO)	EACH	1	500	0	\$500.00
133	THRU ARROW (HPS-8 OR PREFORMED THERMO)	EACH	1	200	0	\$200.00
134	ONLY SYMBOL (HPS-8 OR PREFORMED THERMO)	EACH	4	350	0	\$1,400.00
135	LIGHTING	LS	1	81,000	0	\$81,000.00
136	PERMANENT SIGNING	EACH	6	300	0	\$1,800.00
137	INSTALL WAVETRONIX	EACH	3	30,000	0	\$90,000.00
138	TRAFFIC CONTROL	LS	1	150,000	0	\$150,000.00
139	EROSION CONTROL	LS	1	5,000	0	\$5,000.00
BRIDGE ITEMS (1008) 151ST St. WB OVER US-169/K-7						
140	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)(SET PRI	LBS.	1	3	0	\$3.00
141	AREA PREPARED FOR PATCHING	SY	13	500	0	\$6,500.00
142	AREA PREPARED FOR PATCHING(FULL DEPTH)	SY	10	1,000	0	\$10,000.00
143	MULTI-LAYER POLYMER CONCRETE OVERLAY	SY	2,011	42	0	\$84,462.00
BRIDGE ITEMS (1009) 151ST St. EB OVER US-169/K-7						
144	CONCRETE GRADE 4.0 (AE)	CY	2.4	2,500	0	\$6,000.00
145	REINFORCING STEEL (GRADE 60)(EPOXY COATED)	LBS.	600	1	35	\$810.00
146	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)(SET PRI	LBS.	1	3	0	\$3.00
147	AREA PREPARED FOR PATCHING	SY	15	500	0	\$7,500.00
148	AREA PREPARED FOR PATCHING(FULL DEPTH)	SY	10	1,000	0	\$10,000.00
149	BRIDGE REPAIR	LS	1	2,500	0	\$2,500.00
150	MULTI-LAYER POLYMER CONCRETE OVERLAY	SY	2,582	42	0	\$108,444.00
151	CONCRETE PAVEMENT (9" UNIFORM)(AE)(BR APP)	SY	159	210	0	\$33,390.00
152	BRIDGE APPROACH SLAB FOOTING	CY	19.7	251	0	\$4,944.70
BRIDGE ITEMS (087) 151ST St. WB OVER BNSF						
153	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)(SET PRI	LBS.	1	3	0	\$3.00
154	AREA PREPARED FOR PATCHING	SY	12	500	0	\$6,000.00
155	AREA PREPARED FOR PATCHING(FULL DEPTH)	SY	10	1,000	0	\$10,000.00
156	TEMPORARY SHORING	LS	1	5,000	0	\$5,000.00
157	MULTI-LAYER POLYMER CONCRETE OVERLAY	SY	629	42	0	\$26,418.00
158	ABUTMENT AGGREGATE DRAIN	CY	58	225	0	\$13,050.00
159	BRIDGE BACKWALL PROTECTION SYSTEM	SY	57	45	0	\$2,565.00
160	CONCRETE PAVEMENT (9" UNIFORM)(AE)(BR APP)	SY	224	210	0	\$47,040.00
161	BRIDGE APPROACH SLAB FOOTING	CY	15.9	251	0	\$3,990.90
BRIDGE ITEMS (088) 151ST St. EB OVER BNSF						
162	CONCRETE GRADE 4.0 (AE)	CY	2.5	2,500	0	\$6,250.00
163	REINFORCING STEEL (GRADE 60)(EPOXY COATED)	LBS.	680	1	35	\$918.00
164	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)(SET PRI	LBS.	1	3	0	\$3.00
165	AREA PREPARED FOR PATCHING	SY	21	500	0	\$10,500.00
166	AREA PREPARED FOR PATCHING(FULL DEPTH)	SY	10	1,000	0	\$10,000.00
167	TEMPORARY SHORING	LS	1	5,000	0	\$5,000.00
168	MULTI-LAYER POLYMER CONCRETE OVERLAY	SY	770	42	0	\$32,340.00
169	ABUTMENT AGGREGATE DRAIN	CY	69	225	0	\$15,525.00
170	BRIDGE BACKWALL PROTECTION SYSTEM	SY	68	45	0	\$3,060.00
171	FLOWABLE FILL (LOW STRENGTH)	CY	15	300	0	\$4,500.00
172	CONCRETE PAVEMENT (9" UNIFORM)(AE)(BR APP)	SY	223	210	0	\$46,830.00
173	BRIDGE APPROACH SLAB FOOTING	CY	15.9	251	0	\$3,990.90
3-P-002-19 Project Total:						\$3,454,904.50
3-C-112-17 Project Total:						\$1,941,511.50
3-P-002-19 Project Total:						\$3,454,904.50
Contractor Bid Total:						\$5,396,416.00
Owner's Contingency Allowance:						\$175,000.00
GRAND TOTAL:						\$5,571,416.00

ASPHALT MATERIAL INDEX:

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of the bid opening, if current month is not available at the time of bid opening the previous month prior to the bid opening month's index value will be used, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 07-01009-R05, Price Adjustment for Asphalt Materials, in the 2007 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at www.publicpurchase.com and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.

Contractor

By

Title

Date

Telephone Number

Contact Person



Project Fact Sheet
151st and Ridgeview Geometric Improvements, PN 3-C-112-17
151st Street Mill and Overlay Improvements, PN 3-P-002-19
May 7, 2019

Project Manager: Beth Wright / Neil Meredith

Description: The 151st and Ridgeview Geometric Improvements Project includes the construction of an additional left turn lane for southbound traffic; extending the right turn lane and modifying the school entrance for westbound traffic; constructing an additional thru lane, increasing the left turn lane storage and adding a right turn lane for northbound traffic; and adding a designated right turn lane for eastbound traffic. The 151st Street Arterial Mill and Overlay Improvements Project includes asphalt over concrete mill and overlay on 151st Street from Ridgeview Road to the Olathe Medical Center Main Entrance, as well as repair or replacement of bridge approaches on the 151st Street bridge over BNSF Railroad and the 151st Street bridge over I-35/US169 Highway.

Justification: This project is needed to address safety and capacity concerns in the area, especially considering the Garmin expansion.

Schedule:	Item	Date
Design:	RFQ	9/14/2017
	Authorization	11/07/2017
	Consultant Selection	11/07/2017
	Utility Relocation	5/2019 - Estimated
	Land Acquisition	6/2019 - Estimated
Construction:	Contract Award	5/7/2019
Council Actions:	Date	Amount
Project Authorization	11/7/2017	\$2,605,000
Professional Services Agreement	11/7/2017	\$288,441
Supplemental Agreement No. 1	5/1/2018	\$188,078
Resolution No. 19-1007	1/22/2019	\$16,550,000
Construction Contract	5/7/2019	\$5,627,915.98
Funding Sources:	Amount	CIP Year
GO Bonds	\$2,304,494	2020
Development Agreement (Garmin)	\$300,506	2020
Street Preservation Program	\$3,447,278	2018 & 2019
Bridge Repair Project	\$310,450	2018 & 2019
Stormwater Fund	\$322,272	2019
Expenditures:	Budget	Amount to Date
Design	\$515,000	\$386,500
Land Acquisition	\$100,000	\$23,000
Construction	\$5,655,000	\$0
Utilities	\$35,000	\$0
Staff Time	\$155,000	\$29,325
Inspection	\$50,000	\$0
<u>Contingency</u>	<u>\$175,000</u>	<u>\$0</u>
Total	\$6,685,000	\$438,825

151st Street Arterial Mill and Overlay Project

PN 3-P-002-19

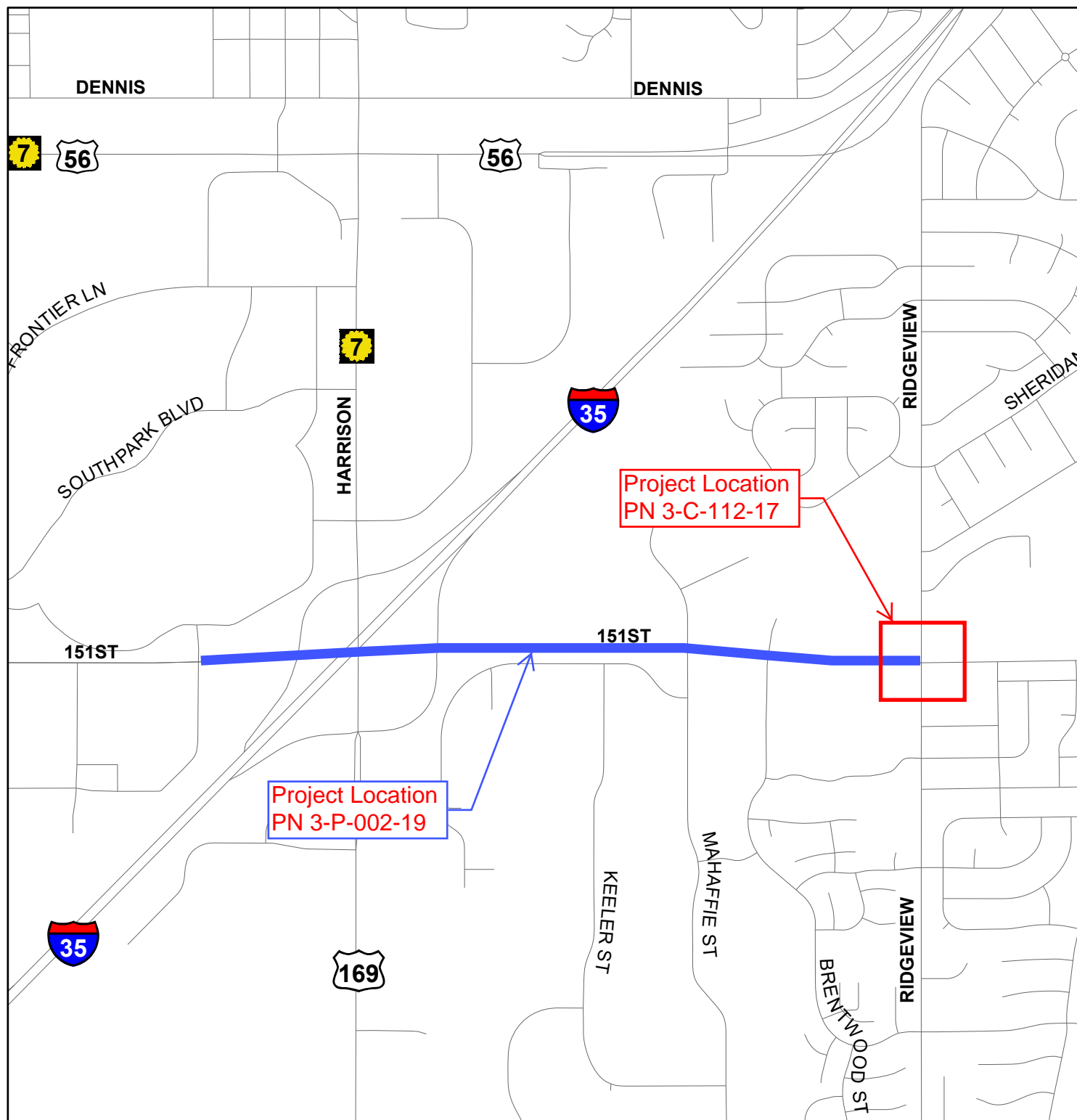
151st and Ridgeview Geometric Improvements Project

PN 3-C-112-17

Project Location Map



NOT TO SCALE



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

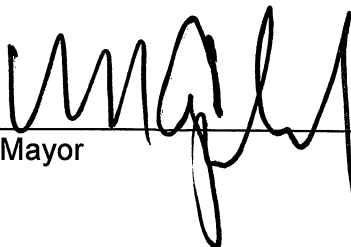
SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

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

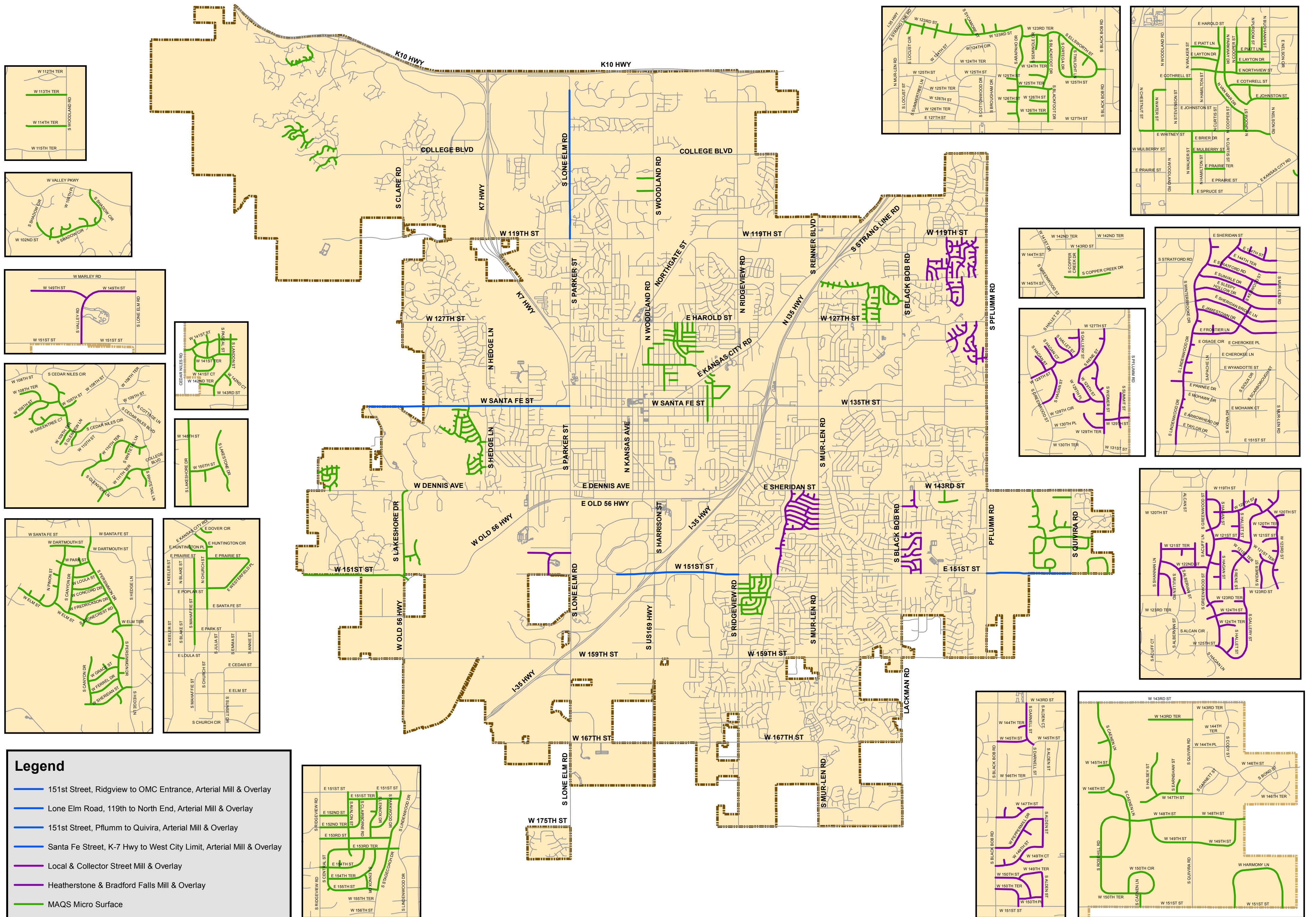
South Copper Creek Drive	143rd Street to Copper Creek Drive
South Copper Creek Drive	East End Cul-de-sac to West End Cul-de-sac
East Cothrell Street	Nelson to Parkway Drive
East Cothrell Street	Walker to Woodland
North Walker Street	Whitney to Spruce
North Walker Street	Woodland to Whitney
East Westerfield 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: 5/7/2019

DEPARTMENT: Public Works & Legal

STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver

SUBJECT: Authorization of a survey for eminent domain for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1035 authorizing a survey and description of land or interest to be condemned for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.

SUMMARY:

Project No. 3-C-084-17 was created by Resolution No. 18-1083 on September 18, 2018.

This project will improve Lone Elm Road to a four-lane arterial section between Old 56 Highway and 151st Street along with geometric improvements at the intersection of Lone Elm Road and Old 56 Highway. Improvements include storm sewer, streetlights, on-street bike lanes, landscaping, and sidewalks. The existing bridge over the railroad will be modified to provide pedestrian access. Attachment A is map of the project area.

Right-of-way and/or easements need to be acquired on 20 tracts of land for the project.

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 July 1, 2019. Staff will continue 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 Long Elm Road, Old 56 Hwy to 151st, Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

General Obligation (GO) Bonds	\$13,675,000
CARS	\$ 2,000,000
STP	\$ 3,785,000
TOTAL	\$19,460,000

ACTION NEEDED:

Approve Resolution No. 19-1035 authorizing a survey and description of land or interest to be condemned for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.

ATTACHMENT(S):

A: Project Location Map

B: Eminent Domain Resolution

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



RESOLUTION NO. 19-1035

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 LONE ELM ROAD, OLD 56 HWY TO 151ST, IMPROVEMENTS PROJECT, PN 3-C-084-17, 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, permanent drainage easements, and temporary construction easements in the City of Olathe, Kansas for widening, constructing, reconstructing and maintaining the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17. The City Engineer or designee is hereby directed and instructed to cause to be prepared and made 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 7th day of May, 2019.

SIGNED by the Mayor this 7th day of May, 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: 5/7/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Affinis Corp for design of the Cedar Street Improvements Project, PN 3-R-001-20 and Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Affinis Corp for design of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

SUMMARY:

On February 22, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services to improve Cedar Street, from Parker Street to the east end cul-de-sac at the BNSF tracks. Twelve (12) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Affinis Corp as the most qualified firm.

The \$350,500 Professional Services Agreement provides engineering services necessary for design of the reconstruction project, including survey of existing conditions, utility coordination, public involvement, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements, development of construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of project for construction, and assistance as needed throughout construction.

Improvements on Cedar Street will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, street light installation, stormwater improvements, and sanitary sewer improvements.

It is anticipated that design will begin immediately following approval of this agreement. Staff will bring the construction contract to the City Council for consideration in early 2020. Improvements are expected to be completed in 2020.

FINANCIAL IMPACT:

The design and construction of the Cedar Street Improvements Project and Cedar Street Sanitary Sewer Rehabilitation Project are funded from the following sources:

Street Reconstruction Program	\$ 2,685,000
SDF (Sewer)	\$ 450,000
Water & Sewer Fund	\$ 400,000
<u>Revenue Bonds (Sewer)</u>	<u>\$ 150,000</u>

MEETING DATE: 5/7/2019

Total

\$ 3,685,000

ACTION NEEDED:

Approval of a Professional Services Agreement with Affinis Corp for design of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

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:

Cedar Street Improvements Project
(Parker Street to East End Cul-de-sac at the BNSF Tracks)
Project Number: 3-R-001-20

and

Cedar Street Sanitary Sewer Rehabilitation Project
(Parker Street to Kansas Avenue)
Project Number: 1-R-001-19

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 \$350,500.00 (three hundred fifty thousand, five hundred dollars and zero cents), 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. The fee shall be allocated as follows:

P.N. 3-R-001-20	\$313,085.00
P.N. 1-R-001-19	\$37,415.00

2. **Reimbursable Expenses:** Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$9,200.00 (nine thousand, two hundred dollars and zero cents) 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.

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 Specifications and Design Criteria for Public Improvements.

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, PE. 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: Austin Lamparter, PE
P.O. Box 768
1385 S. Robinson Drive
Olathe, KS 66051-0768

Affinis Corp
Attn: Kristen Leathers-Gratton, PE
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 _____ 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

Affinis Corp

By: _____
Kristen Leathers-Gratton, Principal
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, Kansas 66210

**TABLE OF CONTENTS
OF EXHIBITS**

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

EXHIBIT A

Description of Project & Map

This project consists of the design of the street, storm drainage, sanitary sewer, and street lighting for Cedar Street from Parker Street to the east end cul-de-sac at the BNSF tracks.

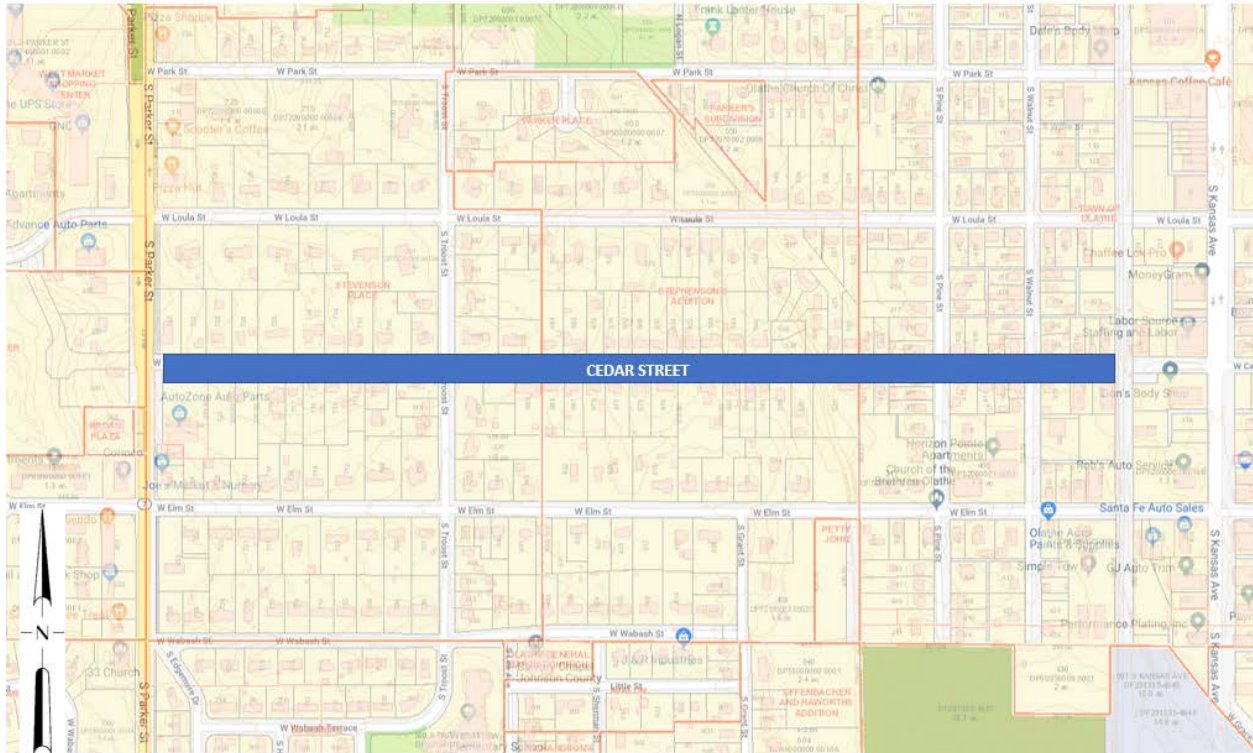


EXHIBIT B
Scope of Services

Exhibit B: Basic Services and Other Matters

Introduction

The basic scope of services (“scope”) for this project, identified as Exhibit A, for the Cedar Street (S Parker Street to the east end cul-de-sac at the BNSF tracks) Improvement Project P.N. 3-R-001-20 (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services. The sanitary sewer improvements portion of the project

The project includes the following general improvements:

- Reconstruction of Cedar Street
 - Asphalt pavement replacement
 - Replacement of concrete curb and gutters
 - Driveway approaches
 - Sidewalk and ADA sidewalk ramps
 - Sidewalk will be replaced where needed with 5’ wide sidewalk
 - Sidewalk offset from the road will be adjusted where needed to provide a standard offset through the corridor
 - Street light installation
 - Updated to use new 20’ poles matching surrounding projects
 - Stormwater improvements
 - Will need to be coordinated with Little Cedar Creek Phase II Project
- City Project Number 1-R-001-19, Cedar Street Sanitary Sewer Rehabilitation Project
 - Sanitary sewer improvements
 - Complete replacement of sanitary sewer system in project area and extending east of BNSF railroad tracks

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

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 of Olathe's Design Criteria for Public Improvement Projects
- 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. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

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.

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

1.01. Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule. Submit copy to City, and provide updates at scheduled progress meetings. Include at least the following benchmarks.
 - 1. Survey complete.
 - 2. Data collection complete.
 - 3. Plans to all utilities.
 - 4. Field check complete.
 - 5. Legal descriptions to City.
 - 6. Public meetings.
 - 7. Agency permits submitted.
 - 8. Final plans submitted for review.
 - 9. P,S & E Submitted.
 - 10. Project ready for bid.
- D. Schedule and coordinate project activities with the City (where applicable).
- E. Field data collection.
 - 1. Establish land corners, and horizontal and vertical control.
 - 2. Field surveys to include all existing topography features within the project limits. Notify property owners using door hangers prior to beginning field survey. Field locate driveway joints, visible irrigation systems, low opening elevation adjacent to stormwater system and at low points.

3. Survey existing visible property corners and include in mapping.
4. Contact all utilities to request facility mapping, inquire about planned upgrades and identify point of contact information. Contact Kansas One-Call and the City to field locate all facilities. Coordinate and survey pot-hole information for critical vertical utility locations. Subsurface investigation (pot-holing) shall be performed by others. A maximum of 4 hours for a 2-person crew is included in the basic scope for pot-hole surveys. If additional time is required, the work will be done under a supplemental agreement.
5. Field survey off-site storm sewer structures, channel and swales upstream and/or downstream of trunk line crossings as needed.
6. Stake centerline every 100 feet as may be required by utilities or other entities to plan relocation work. Includes one re-staking and/or re-painting.
7. Provide field staking for proposed storm sewer structures as requested for utility relocations. (A maximum of 4 hours for a 2-person crew is included in the Basic Scope for staking these items. If additional staking work is required for the utilities it shall be done as a supplemental agreement.)
8. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
9. Easement staking, including temporary easements, permanent rights-of-way, for utilities and eminent domain services are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of this Professional Services Agreement.

F. Ownership and abutting property information.

1. Show Johnson County AIMS and City supplied plat information on plans.
2. Obtain ownership information and last deed of record for all tracts through Johnson County AIMS. Ownership/Encumbrance documents are not included in the Basic Scope. Prepare property ownership schedule/spreadsheet which includes owner name, tract number, proposed easements and takings.
3. Review record drawings and plans for existing improvements. Update as required.

G. The Consulting Engineer shall contract with a geotechnical firm for pavement investigation. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm and shall be included in the Professional Services Agreement.

1. Gather five (5) borings to a maximum depth of 15 feet or refusal to determine rock depths within the project limits. Holes in pavement will be filled in with asphalt patch. Traffic control for the coring will include orange cones and advanced warning signs.

H. Analyze the storm drainage needs along the project.

1. Evaluate capacity and condition of existing storm sewer system. Determine system improvements to be included with project. Condition assessment shall be performed by City.
2. Analyze 10-year gutter spread, and 10-year storm event capacity of enclosed storm sewer system.

3. Review watershed areas for all streams and basins draining onto the proposed roadway.

I. Develop basemap from survey information. Basemap shall be at a scale of 1"=20 ft. showing contours at 2-foot intervals, existing property lines, owner information, and existing utility information as determined from surveyed utility locates, visible features and/or facility maps.

1.02. Prepare Preliminary Plans

A. Cover sheet.

B. General notes and legend.

C. Typical sections.

D. Preliminary survey reference sheet.

E. Surface drainage design.

1. Identify storm sewer system capacity, maintenance and replacement needs.

2. Drainage area maps.

3. Pavement spread and inlet spacing calculations.

4. Inlet and other structure design calculations.

5. Hydraulic grade calculations.

F. Plan and Profile sheets.

1. Plan scale = 1"=20 ft.

2. Profile scale H:1"= 20 ft., V:1"=5 ft.

G. Intersection layouts, cul-de-sac profiles and layouts, and side street profiles.

H. Sanitary sewer plan and profile sheets

I. Preliminary traffic control for construction plan sheets.

J. Preliminary street lighting.

1. Pole locations.

2. Define design parameters.

K. Preliminary pavement marking, signing.

L. Cross sections every 25 feet, including driveway profiles.

M. ISR wall profiles as required for the project.

1.03 Perform quality assurance review.

1.04 Submit three (3) half-size sets and a PDF of preliminary plans and opinion of probable construction cost to the City.

A. The preliminary opinion of probable project costs should be itemized by unit of work and a 15-percent contingency. Quantities shall be itemized for each street and summarized for the total project. Compare to City budget.

B. Prepare and submit request for design exception, if necessary.

C. Prepare property schedule which includes driveway replacement, and restoration information (i.e. sod, trees, fence, etc.).

1.05 Submit preliminary plans to utility companies for their use in preparing plans for

relocations.

1.06 Meet with City as necessary in connection with preliminary plans. (Assume up to one (1) meeting).

1.07 Preliminary plan review meeting and field check to be performed with representatives of the Consulting Engineer and the City.

A. Address red-lines/mark-up, revisions and comments.

1.08 Prepare right-of-way and easements documents.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions (sealed by Kansas PLS and legal forms for up to 30 properties/tracts).

2. Furnish necessary title information (ownership/encumbrance documents).

3. Maps and sketches as follows:

a. Right-of-way plans: Update field check plan and profile sheets to show all proposed takings. Provide up to one full-size and three (3) half-size sets of plans.

b. Individual tract maps of takings for each ownership including:

(1.) Title block

(2.) Ownership boundaries

(3.) Existing rights-of-ways and easements

(4.) Proposed takings identified with text and graphically.

(5.) Legend for taking type.

(6.) Graphical scale and north arrow

(7.) Ownership information

(8.) Legal description of all takings

4. Electronic copies of sealed legal descriptions, easement documents and exhibits shall be provided. Legal descriptions and documents shall be provided in digital format compatible with Microsoft Word 7.0. Exhibits shall be provided in color PDF format.

5. Revise legal descriptions and ownerships as required. (Assume 10 percent of tracts change ownership).

1.09 Public Information:

A. Prepare for and attend two (2) public information meetings to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City. The meetings will be at right-of-way/easement acquisition and prior to construction starting.

1. The City will prepare and mail information letters for public meetings.

2. Prepare exhibits appropriate for each meeting. Exhibits will include full-size plan and profile sheets, frequently asked questions (FAQ) information sheet, sign-in sheet and half-size sets of plans for reference.

3. Have persons available to explain the proposed work and to answer questions.

B. The Consulting Engineer will be available to meet with City staff and

concerned property owners as directed by the City to discuss the project at any time throughout the project. Two (2) individual property owner meetings included in Basic Scope.

1.10 Permitting:

- A. Prepare the necessary plans and applications for permit submission to and approval of City land disturbance and NPDES land disturbance permits. No other permit activities are anticipated to be required under this Basic Scope of Services. If additional permitting is required the work shall be done under a supplemental agreement.
- B. Coordinate with BNSF Railroad with regard to construction of improvements adjacent to the railroad tracks and/or within BNSF right-of-way. Assist the City with preparation of required permit applications.

Phase 2 - Final Design

2.01 Prepare detailed plans and specifications.

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information.
- D. Typical sections.
- E. Surface drainage design.
 - 1. System layout, finalize pavement spread and inlet calculations.
 - 2. Storm sewer profiles.
 - 3. Confirm hydraulic grade calculations.
- F. Plan and Profile sheets.
 - 1. Plan scale = 1"= 20 ft., north arrow and sheet name indicated.
 - 2. Profile scale H:1= 20 ft. V:1"=5 ft.
- G. Sanitary sewer plan and profile sheets.
- H. Property schedule, including driveway replacement and restoration items.
- I. Intersection and cul-de-sac details with pavement dimensions, stations and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), drainage arrows and grid of final surface elevations for major intersections and gutter control for minor intersections on critically flat slopes.
- J. Side street profiles.
- K. Individual sidewalk ramp design and details per ADA requirements.
- L. Street lighting.
 - 1. Pole locations shall be based on standard spacing.
 - 2. Design parameters.
 - 3. Circuit information including control center locations.
- M. Pavement marking and signing.
- N. Cross sections every 25 feet, including driveway profiles.

- O. Traffic control plan and construction phasing for each phase of the project.
 - P. Erosion and sediment (E&S) control plans, details and estimated quantities meeting KDOT and NPDES requirements. Notes on plans shall include the intent of the erosion and sediment controls. Include pay items for each item to be used for E&S control. The E&S control plan shall include sequencing of the controls as may be needed to coordinate with construction phasing.
 - Q. Design and detailing ISR walls. Non-ISR walls are NOT included in the Basic Scope of Services.
 - R. Standard and special construction detail sheets.
 - S. Summary of bid quantities.
- 2.02** The City will prepare project manual. The Consultant shall provide the schedule of values (bid form), measurement and payment section, and special conditions.
- 2.03** Perform quality assurance review.
- 2.04** Schedule and attend four (4) utility coordination meetings during design phases. Prepare agenda, minutes, and schedule of utility conflicts for each meeting.
- A. Provide plans and electronic base maps to all utilities for their use in developing relocation plans.
- 2.05** Prepare a detailed opinion of probable cost.
- A. Include an appropriate contingency.
 - B. Compare to previous opinions and City budget.
 - C. Estimate time required to complete construction.
- 2.06** Submit three (3) half-size sets and a PDF of final plans and opinion of probable construction cost to the City for review.
- A. Provide information as needed for City to prepare design summary document.
 - B. Provide plan modifications based on review comments received from City.
- 2.07** Address final plan review comments and prepare bid documents.
- 2.08** Submit bid documents to City in reproducible format.
- A. At the completion of the project design, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf and .tif formats. TIFF images in compressed CCITT, group 4 at 200 dpi format. Specifications to be provided in native, .pdf, and .tif formats.
 - B. Provide PDF bid documents to City for electronic bidding by City.
- 2.09** Prepare Stormwater Pollution Prevention Plan (SWPPP) including erosion and sediment control plans. SWPPP shall follow the city of Olathe template and conform to KDHE requirements. Provide to two (2) copies prior to bidding.
- 2.10** Meet with City as necessary during preparation of final plans. Assume one (1) meeting.

Phase 3 Bidding

- 3.01** Answer Contractor questions during the bid period.
- 3.02** Prepare addenda to the bidding documents as required and/or necessary.

- 3.03** Submit engineer's estimate electronically prior to bid opening.
- 3.04** Attend bid opening.
- 3.05** Assist the City in analyzing bids and making recommendation for award of the construction contract. Bid tabulation is generated through electronic bidding.
- 3.06** Attend a pre-construction conference with representatives of the City, the successful bidder and utilities. Prepare meeting agenda and notes.
- 3.07** Provide two (2) full-size and eight (8) half-size sets of plans, and eight (8) contract/project manuals. The City shall provide the executed contract/project manual to the Consultant for printing.

Phase 4 Construction Services

- 4.01** Be available for discussion and consultation during the construction phase. Full-time construction observation and administration services will be the responsibility of the City.
- 4.02** Review shop drawings and be available for consultation with the City during construction. (Assume limited shop drawing review. City will review majority of submittals.)
 - A. Precast inlets, manholes and other drainage structures.
- 4.03** Attend up to 3 construction progress meetings as directed by the City.
- 4.04** Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 4.05** Prepare final record drawings from City provided redlines that reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives and marked on the construction plan set.
 - D. Provide record drawings in AutoCAD and PDF formats, as well as .tif format and GIS shape files.
- 4.06** Post Construction Monumentation:
 - A. Post-construction survey monumentation for property pins that are disrupted by construction activities is NOT included in the Basic Scope of Services.

Completion Time:

The Consulting Engineer hereby agrees to complete field check and right of way plans suitable for a public information meeting including easement and right-of-way descriptions and tract maps (Task 1) by **August 30, 2019**, and to complete all work necessary for final plans by **October 11, 2019**. Advertising for bids will occur by **January 6, 2020**.

SERVICES TO BE PROVIDED BY THE CITY:

1. Electronic copy of the plans of designed and constructed improvements adjacent to the project.
2. GIS information from AIMS, including utility facilities and services.
3. Sanitary sewer videos for service locations.
4. Notifications/letters for public meetings.
5. Easement acquisition.
6. Assistance in obtaining approval from regulatory agencies.
7. Payment of permit fees required by regulatory agencies and railroads.
8. Legal advertisement for public bids.

ADDITIONAL SERVICES COVERED BY CONTINGENCY FEE


A contingency amount is of \$15,000.00 is included in this Agreement to cover additional services that may be required but the scope of which cannot be defined before design. Prior to commencing any additional services such services must be requested or authorized in writing by City. The Consulting Engineer 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 provided. These services include but are not necessarily 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.
- Purchase of ownership and encumbrance documents for properties requiring permanent easement or right-of-way acquisition.
- Preparation of easement documents and tract maps for more properties than included in the Basic Scope of Services.
- Post-construction survey monumentation for property pins that are disrupted by construction activities.
- 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.
- Providing full-time construction observation and administration services.
- 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.

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C

			Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project													Date:	4/18/2019
			P.N. 3-R-001-20 - Cedar Street Improvements													Client:	Olathe, KS
			P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation													Affinis Proj. No.	19-0650.02
			City of Olathe, Kansas													Made By:	KELG/CJF/KMG
		For 4,300 l.f. of design	Senior Proj. Mgr	Engineer II	Intern Engineer	Design Tech II	Design Tech I	CADD Tech. II	CADD Tech. I	Land Surveyor III	Land Surveyor II	2-Man Crew	Proj. Related Support	LABOR COSTS	DIRECT ITEM	EXPENSES COST	TOTAL FEE
Tasks			\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00				
		TASK 1. PRELIMINARY DESIGN															
1.01		Data Collection															
A		Attend Pre-Design Meeting	2	2									1	\$ 830.00			\$ 830.00
B		Design Criteria/Prepare Design Memo		4									1	\$ 630.00			\$ 630.00
C		Detailed project schedule	2											\$ 470.00			\$ 470.00
D		Schedule & coordinate activities with City		2										\$ 270.00			\$ 270.00
E		Field Data Collection (4,300 l.f.)															
	1.	Establish Land Corners, Horiz. & Vert. control								2	8	24		\$ 5,710.00			\$ 5,710.00
	2.	Topo Surveys										188		\$ 34,780.00			\$ 34,780.00
	3.	Property Corner Location										16		\$ 2,960.00			\$ 2,960.00
	4.	Utility Coord. & Locates									16	16		\$ 4,800.00			\$ 4,800.00
	5.	Centerline Staking									8	16		\$ 3,880.00			\$ 3,880.00
	6.	Field staking (for utility relocations)									4	8		\$ 1,940.00			\$ 1,940.00
	7.	Submit Land Corner records								2	8			\$ 1,270.00			\$ 1,270.00
F		Ownership & Abutting Property Information															
	1.	Plat Information									4			\$ 460.00	Plats, maps	\$ 100.00	\$ 560.00
	2.	Ownership Info & spreadsheet prep							16	4	16		16	\$ 5,340.00			\$ 5,340.00
	3.	Review Record Drawings and Plans									4			\$ 460.00			\$ 460.00
G		Geotechnical investigation		2										\$ 270.00	Geotech	\$ 6,000.00	\$ 6,270.00
H		Storm drainage analysis	2	16	24									\$ 5,150.00			\$ 5,150.00
I		Survey Basemap Preparation							120	8	40			\$ 16,200.00			\$ 16,200.00
1.02		Preliminary Plans															
A		Cover Sheet						2						\$ 200.00			\$ 200.00
B		General notes & legend						2						\$ 200.00			\$ 200.00
C		Typical Sections				4		12						\$ 1,760.00			\$ 1,760.00
D		Survey Reference sheet									8			\$ 920.00			\$ 920.00
E		Surface Drainage Design	2	8	40		32	24						\$ 11,670.00			\$ 11,670.00
F		Plan & Profile Sheets	2	16	16	4	48	32						\$ 13,350.00			\$ 13,350.00
G		Intersection & CDS Layouts/Side street profiles		4	16	4	40	40						\$ 11,180.00			\$ 11,180.00
H		Sanitary sewer design	8	16		40	16	40						\$ 15,400.00			\$ 15,400.00
I		Preliminary Traffic Control	2	8			16							\$ 3,310.00			\$ 3,310.00
J		Preliminary Street Lighting	2	16			32							\$ 6,150.00			\$ 6,150.00
K		Preliminary Pavement Marking & Signing	2	4			8							\$ 1,890.00			\$ 1,890.00
L		Cross Sections (25-ft intervals)		8	24	4	24							\$ 6,800.00			\$ 6,800.00
M		Retaining Walls				4								\$ 560.00			\$ 560.00
1.03		Quality Assurance Review	4	8		4	8	8						\$ 4,260.00			\$ 4,260.00
1.04		Submit Preliminary Plans, POPCC & Property Schedule to City		8	16		8	8					2	\$ 4,620.00			\$ 4,620.00
1.05		Submit Preliminary Plans to Utility Companies				2							4	\$ 640.00			\$ 640.00
1.06		Project Progress Meeting with City (1)	2	2									2	\$ 920.00			\$ 920.00
1.07		Field Check & Preliminary Plan Review	8	8									2	\$ 3,140.00			\$ 3,140.00
A		Address comments/mark-ups		8	16	8	16	16						\$ 7,240.00			\$ 7,240.00
1.08		Right-of-Way and Easements															
		Prepare Easement Descriptions, Documents & Tract Maps (approx. 30 parcels)		4	4				24	4	24		4	\$ 6,820.00			\$ 6,820.00
1.09		Public Information Meetings															
		R/W Public Information Meetings	4	4			2						2	\$ 1,880.00			\$ 1,880.00
		Pre-Construction Public Information Meeting	4	4			2						2	\$ 1,880.00			\$ 1,880.00
		Individual property owner meetings/consultation (3)	4	4			2							\$ 1,700.00			\$ 1,700.00
1.10		Permitting												\$ -			\$ -
		NOI & Land Disturbance		4	8								2	\$ 1,560.00			\$ 1,560.00
		Railroad		4	8								2	\$ 1,560.00			\$ 1,560.00
															Printing	\$ 500.00	\$ 500.00
															Mileage	\$ 500.00	\$ 500.00
		Subtotal Task 1- Hours	50	164	172	74	254	184	160	20	140	268	40				
		Subtotal Task 1- Cost	\$11,750.00	\$22,140.00	\$18,060.00	\$10,360.00	\$27,940.00	\$18,400.00	\$13,600.00	\$3,500.00	\$16,100.00	\$49,580.00	\$3,600.00	\$ 195,030.00		\$ 7,100.00	\$ 202,130.00



		Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project													Date:	4/18/2019
		P.N. 3-R-001-20 - Cedar Street Improvements													Client:	Olathe, KS
		P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation													Affinis Proj. No.	19-0650.02
		City of Olathe, Kansas													Made By:	KELG/CJF/KMG
	For 4,300 Lf. of design	Senior Proj.		Intern	Design	Design	CADD	CADD	Land	Land	2-Man	Proj. Related	LABOR		DIRECT EXPENSES	TOTAL
		Mgr	Engineer II	Engineer	Tech II	Tech I	Tech. II	Tech. I	Surveyor III	Surveyor II	Crew	Support	COSTS	ITEM	COST	FEE
Tasks		\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00				
	TASK 2. FINAL DESIGN															
2.01	Final Plans															
A	Cover Sheet						1						\$ 100.00			\$ 100.00
B	General notes & legend						2						\$ 200.00			\$ 200.00
C	Survey Reference sheet						2						\$ 200.00			\$ 200.00
D	Typical Sections						4						\$ 400.00			\$ 400.00
E	Drainage Design			8	8	24	24						\$ 7,270.00			\$ 7,270.00
F	Plan & Profile Sheets	2	16	16		24	24						\$ 9,350.00			\$ 9,350.00
G	Sanitary sewer	8	16		24	24	16						\$ 11,640.00			\$ 11,640.00
H	Property schedule			16			16						\$ 3,280.00			\$ 3,280.00
I	Intersection Details		4		8	8	16						\$ 4,140.00			\$ 4,140.00
J	Side street profiles		4			16							\$ 2,300.00			\$ 2,300.00
K	ADA Ramp Details			16	8	40							\$ 7,200.00			\$ 7,200.00
L	Street Lighting	4	8			24							\$ 4,660.00			\$ 4,660.00
M	Pavement Marking & Signing		8			8							\$ 1,960.00			\$ 1,960.00
N	Cross Sections (25-ft intervals) w/drive profiles		4			16	32						\$ 5,500.00			\$ 5,500.00
O	Traffic Control Plans	2	8			16							\$ 3,310.00			\$ 3,310.00
P	Erosion Control Plans		4	8			16						\$ 2,980.00			\$ 2,980.00
Q	Retaining Wall Profiles					4							\$ 440.00			\$ 440.00
R	Standard & Special Details		2		4	16	16						\$ 4,190.00			\$ 4,190.00
S	Summary of quantities			16			8						\$ 2,480.00			\$ 2,480.00
2.02	Project Manual - SOV, M&P, SP	2	24	8								2	\$ 4,730.00			\$ 4,730.00
2.03	Quality Assurance Review	8	8		8	8							\$ 4,960.00			\$ 4,960.00
2.04	Utility Coordination (4 meetings)	8	24	40								8	\$ 10,040.00			\$ 10,040.00
A	Provide plans & electronic files					4							\$ 440.00			\$ 440.00
2.05	Detailed Opinion of Probable Cost	2	8	16									\$ 3,230.00			\$ 3,230.00
2.06	Submit final plans to City		4			4							\$ 980.00			\$ 980.00
2.07	Address final plan comments & prepare bid documents	2	8	8	8	24	16					2	\$ 7,930.00			\$ 7,930.00
2.08	Submit bid documents to City		2										\$ 270.00			\$ 270.00
2.09	SWPPP		2	8								4	\$ 1,470.00			\$ 1,470.00
2.10	Project Progress Meeting with City (1)	2	2									2	\$ 920.00			\$ 920.00
														Printing	\$ 600	\$ 600.00
														Mileage	\$ 100	\$ 100.00
	Subtotal Task 2- Hours	40	158	160	68	260	193	0	0	0	0	18				
	Subtotal Task 2- Cost	\$9,400.00	\$21,330.00	\$16,800.00	\$9,520.00	\$28,600.00	\$19,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620.00	\$ 106,570.00		\$ 700	\$ 107,270.00
	TASK 3. BIDDING															
3.01	Consultation during bid period	8	24	8									\$ 5,960.00			\$ 5,960.00
3.02	Prepare addenda	2	8	4								2	\$ 2,150.00			\$ 2,150.00
3.03	Submit Engineer's Estimate		4										\$ 540.00			\$ 540.00
3.04	Bid Opening	2											\$ 470.00			\$ 470.00
3.05	Analyze Bids & Award Recommendation	2											\$ 470.00			\$ 470.00
3.06	Pre-Construction Conference	2											\$ 470.00			\$ 470.00
3.07	Construction documents (plans & project manuals)	2										2	\$ 650.00			\$ 650.00
														Printing	\$ 1,000	\$ 1,000.00
														Mileage	\$ 100	\$ 100.00
	Subtotal Task 3 - Hours	16	36	12	0	0	0	0	0	0	0	2				
	Subtotal Task 3 - Cost	\$3,760.00	\$4,860.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$ 10,060.00		\$ 1,100.00	\$ 11,810.00


		<u>Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project</u>													Date:	4/18/2019													
		<u>P.N. 3-R-001-20 - Cedar Street Improvements</u>													Client:	Olathe, KS													
		<u>P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation</u>													Affinis Proj. No.:	19-0650.02													
		City of Olathe, Kansas													Made By:	KELG/CJF/KMG													
		For 4,300 Lf. of design	Senior Proj.		Intern	Design	Design	CADD	CADD	Land	Land	2-Man	Proj. Related	LABOR	DIRECT	EXPENSES	TOTAL												
Tasks			Mgr	Engineer II	Engineer	Tech II	Tech I	Tech. II	Tech. I	Surveyor III	Surveyor II	Crew	Support	COSTS	ITEM	COST	FEE												
			\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00																
		TASK 4 CONSTRUCTION SERVICES																											
4.01		Discussion & Consultation During Construction	4	24									4	\$ 4,540.00			\$ 4,540.00												
4.02		Review Shop Drawings (Roadway/Storm Sewer)	1	4	16								1	\$ 2,545.00			\$ 2,545.00												
		Review Shop Drawings (Sanitary Sewer)	1	4	16								1	\$ 2,545.00			\$ 2,545.00												
4.03		Progress meetings (3, as requested)	2	6										\$ 1,280.00			\$ 1,280.00												
4.04		Prepare Plan Revisions for Field Changes (Excludes Traffic Control)		4			8	8						\$ 2,220.00			\$ 2,220.00												
4.05		Final Record Drawings		2			4	8						\$ 1,510.00			\$ 1,510.00												
															Printing	\$ 200	\$ 200.00												
															Mileage	\$ 100	\$ 100.00												
		Subtotal Task 4 -Hours	8	44	32	0	12	16	0	0	0	0	6																
		Subtotal Task 4 -Cost	\$1,880.00	\$5,940.00	\$3,360.00	\$0.00	\$1,320.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00	\$ 14,640.00		\$ 300.00	\$ 14,940.00												
		GRAND TOTAL HOURS	114	402	376	142	526	393	160	20	140	268	66				2607												
		GRAND TOTAL FEE	\$26,790.00	\$54,270.00	\$39,480.00	\$19,880.00	\$57,860.00	\$39,300.00	\$13,600.00	\$3,500.00	\$16,100.00	\$49,580.00	\$5,940.00	\$326,300.00		\$ 9,200.00	\$ 335,500.00												
		GRAND TOTAL FEE + CONTINGENCY														\$ 15,000.00	\$ 350,500.00												
<table><tr><td colspan="2">City Projects Summary</td></tr><tr><td>PN 3-R-001-20</td><td>\$ 298,085.00</td></tr><tr><td>PN 1-R-001-19</td><td>\$ 37,415.00</td></tr><tr><td>Subtotal</td><td>\$ 335,500.00</td></tr><tr><td>Contingency</td><td>\$ 15,000.00</td></tr><tr><td>GRAND TOTAL - FEE</td><td>\$ 350,500.00</td></tr></table>																		City Projects Summary		PN 3-R-001-20	\$ 298,085.00	PN 1-R-001-19	\$ 37,415.00	Subtotal	\$ 335,500.00	Contingency	\$ 15,000.00	GRAND TOTAL - FEE	\$ 350,500.00
																		City Projects Summary											
																		PN 3-R-001-20	\$ 298,085.00										
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																		Subtotal	\$ 335,500.00										
																		Contingency	\$ 15,000.00										
GRAND TOTAL - FEE	\$ 350,500.00																												

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)
04/15/2019

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

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

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

COVERAGES

CERTIFICATE NUMBER: 55944851

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 <input type="checkbox"/> OTHER:	X	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	X	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 <input type="checkbox"/> 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 Ann'l Aggr 2,000,000

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

Re: Project No. 3-R-001-20, Cedar Street Improvements. The City of Olathe is added as additional insured on the commercial general and commercial auto policies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E. Santa Fe Street Olathe, KS 66061-3409 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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amcneillks
55944851

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
Cedar Street Improvements Project, 3-R-001-20
Cedar Street Sanitary Sewer Rehabilitation Project, 1-R-001-19
May 7, 2019

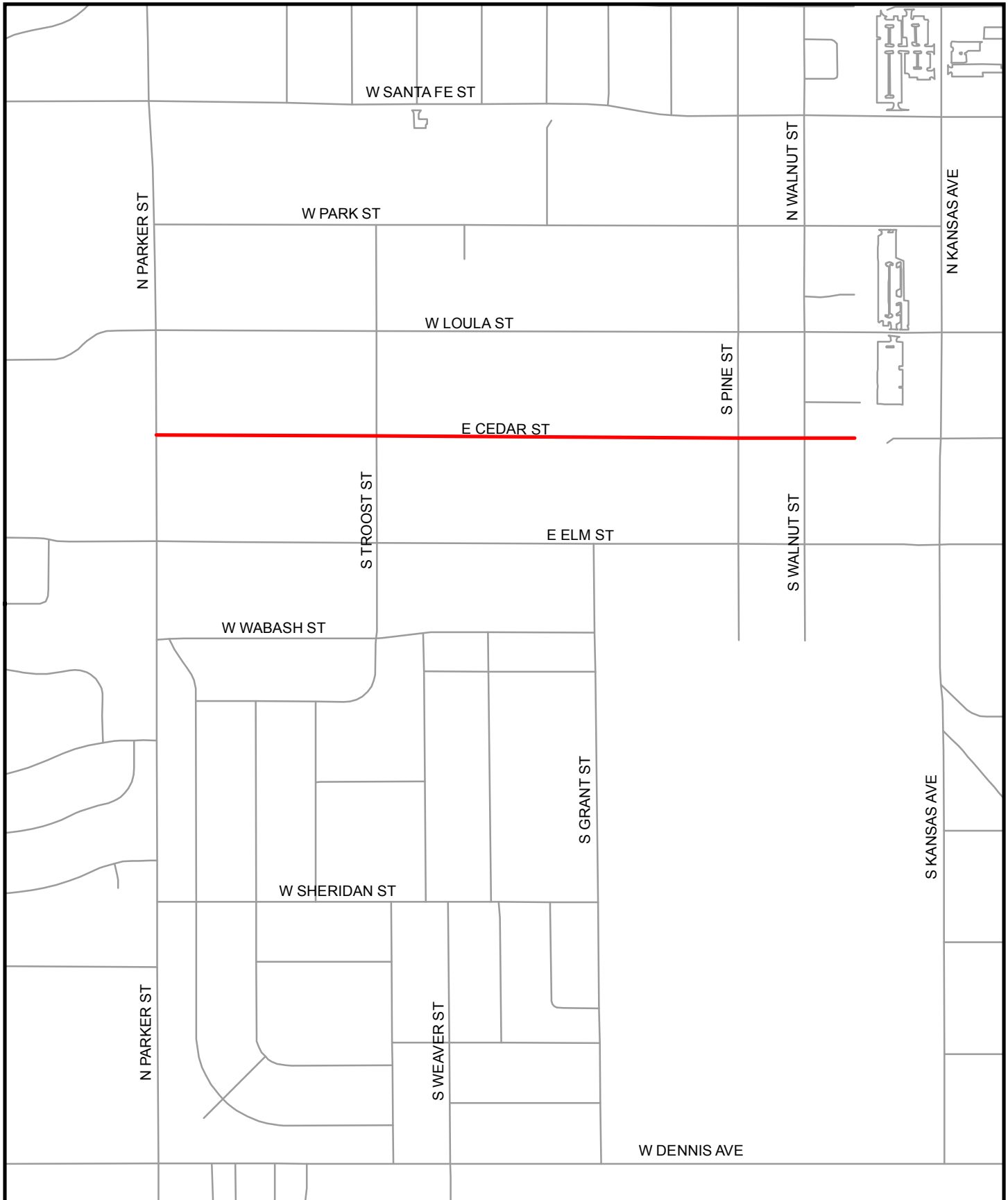
Project Manager: Beth Wright / Austin Lamparter

Description: This Street Reconstruction Program project will improve Cedar Street, from Parker Street to the east end cul-de-sac at the BNSF tracks. Improvements will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, street light installation, stormwater improvements, and sanitary sewer improvements.

Justification: This project will improve the failing street, replace the sanitary sewer mains and services within the street, improve stormwater collection, and improve the safety within the neighborhood.

Schedule:	Item	Date
Design:	RFQ	2/22/2019
	Professional Services Agreement	5/7/2019
Construction:	Contract Award	2/2020-Estimated
Council Actions:	Date	Amount
Professional Services Agreement	5/7/2019	\$ 350,500
Funding Sources:	Amount	CIP Year
Street Reconstruction Program	\$ 2,685,000	2020
SDF (Sewer)	\$ 450,000	2019
Water & Sewer Fund	\$ 400,000	2019
Revenue Bonds (Sewer)	\$ 150,000	2019
Total	\$ 3,685,000	
Expenditures:	Budget	Amount to Date
Design	\$ 400,000	\$ 0
Staff	\$ 110,000	\$ 0
Construction	\$ 3,000,000	\$ 0
Publications/Filing Fees	\$ 10,000	\$ 0
Miscellaneous Testing	\$ 15,000	\$ 0
Contingency	\$ 150,000	\$ 0
Total	\$ 3,685,000	\$ 0

Project Location Map
Cedar Street Improvements Project, PN 3-R-001-20
Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Emily Baker/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Hicks- Ashby for the purchase of static shelving for the new Indian Creek Library.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Hicks- Ashby for the purchase of static shelving for the new Indian Creek Library.

SUMMARY:

On April 3, 2019 two (2) bids were received for library static shelving. These static shelves will be used in the new Indian Creek Library to store all of the books.

Staff recommends award of contract to Hicks-Ashby.

One (1) Olathe vendors was notified. They did not respond to the bid because they did not provide the shelving being requested.

FINANCIAL IMPACT:

\$97,422. Funding will be supported by the Indiana Creek Library Furniture Budget.

ACTION NEEDED:

Acceptance of bid and consideration of award of contract to Hicks-Ashby.

ATTACHMENT(S):

A. Bid Tabulation

IFB #19-0037 - Library Static Shelving
2019-04-03 09:00 AM CDT

					Southwest Solutions Group Lenexa, KS	Hicks-Ashby Lenexa, KS
Item Code	Item Name	Item Description	Qty	Unit	Total Price	Total Price
1	Cantilevered Library Stack Shelving, NO SUBSTITUTE Brand	Provide new library stack shelving per plans and specifications	1	each	\$80,505.00	\$48,668.00
2	Cantilevered Library Stack Shelving, NO SUBSTITUTE Brand	Design, delivery, storage and installation	1	each	\$26,505.00	\$20,765.00
3	4-Post Shelving (Room 187), NO SUBSTITUTE Brand	Provide new 4-Post shelving per plans and specifications	1	each	\$845.00	\$9,477.50
4	4-Post Shelving (Room 187), NO SUBSTITUTE Brand	Design, delivery, storage and installation	1	each	\$533.00	\$4,517.00
5	4-Post Shelving (Room 110A & 192) Brand	Provide new 4-Post shelving per plans and specifications	1	each	\$24,566.00	\$9,477.50
6	4-Post Shelving (Room 110A & 192), NO SUBSTITUTE	Design, delivery, storage and installation	1	each	\$7,730.00	\$4,517.00
TOTAL					\$140,684.00	\$97,422.00

Scott Rice, Concepts for Business and Design Storage Solutions were "No Bid"

Recommendation for award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Victor L Phillips, Co. for the replacement of a Case 590SN Backhoe for the Public Works Department.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Victor L Phillips, Co. for the replacement of a Case 590SN Backhoe for the Public Works Department.

SUMMARY: Sourcewell, formerly known as NJPA, competitively issued a bid and awarded a cooperative contract to Victor L Phillips for the purchase of backhoes and loaders. A quote based on Sourcewell contract 032515-CNH was solicited from Victor L Phillips, Co.

This proposed unit will replace a 2009 Case 580 Super M Plus used by Public Works Stormwater Division. The newer machines have a greater digging depth with the hoe and allow the division to do the work with the machine. This allows the division to keep crew members out of creek channels during high water debris removal.

Staff recommends award of contract to Victor L Phillips, Co.

No Olathe vendors supply this type of equipment.

The backhoe is being replaced as part of the regular vehicle replacement process and is fully amortized. The vehicle has paid \$170,206 through lease fees into the Vehicle and Equipment Replacement Fund.

FINANCIAL IMPACT:

\$111,470.83 to be paid from the Vehicle and Equipment Replacement Fund.

ACTION NEEDED:

Acceptance of bid and consideration of award of contract to Victor L Phillips, Co.

ATTACHMENT(S):

A. Quotation

Presented To:

Company: City of Olathe - Stormwater
Address: 1385 S. Robinson St. Dr.
City, St. Zip: Olathe, KS 66061
Proposed To: Brent Dorr
Proposal Date: 1-Apr-2019

Proposed By: Steve Goertzen
Outside Sales
816.589.6938 Cellular
sgoertzen@vlpc.com

We are pleased to offer the following equipment for your consideration:

Qty.	Equipment Description		
1	Case 590SN 4WD	\$	136,337.00
	4 Wheel Drive Powershift S-type transmission		
	110 Horsepower		
	Extendahoe	\$	6,650.00
	Heavy front counterweight	\$	500.00
	Pilot controls with Power Lift	\$	2,380.00
	1-way/2-way Backhoe auxiliary hydraulics	\$	3,656.00
	Hydraulic pin and release coupler	\$	2,766.00
	Backhoe digging depth - 19 ft 6 in with standard 24" bucket	\$	1,325.00
	Flip Over Stabilizer Pads	\$	816.00
	Hydraulic Thumb	\$	3,911.00
	96" wide heavy duty long lip loader bucket - 1.5 yd capacity	\$	3,080.00
	Cab 2 door with heat and air conditioning	\$	9,500.00
	Bluetooth radio	\$	467.00
	Comfort Steer	\$	724.00
	Ride control	\$	1,357.00
	Tool Box	\$	172.00
	Subtotal	\$	173,641.00
	<i>Sourcewell Discount</i>	37%	\$ (64,247.17)
	Freight inbound	\$	825.00
	Freight outbound	\$	300.00
	PDI	\$	952.00
	Total	\$	111,470.83



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Dan Fernandez, Planner II

SUBJECT: RZ19-0001: Rezoning from RP-3 to R-4 Applicant: Aaron March

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-15, RZ19-0001: Request approval for a rezoning from RP-3 District to R-4 District for Saddlewood Apartments on 18.99± acres; located in the vicinity of W. 154th Street and S. Brentwood Street. Planning Commission recommends approval 7-0

SUMMARY:

The applicant is requesting a rezoning from RP-3 district, (Planned Low-Density Residential) to R-4 district (Residential Medium-Density Multi-family) and approval of a preliminary site development plan for Saddlewood Apartments. The subject property is located in the vicinity of 154th Street and Brentwood Street. The preliminary site development plan includes 4 apartment buildings ranging in height from 3 to 4 stories with 444 total units for a density of 23.4 units/acre.

The subject site was rezoned (RZ-47-98) from A (Agriculture) to RP-3 in November 1998. The associated preliminary site development plan at that time included 360 units in 36 buildings for a density of 12.98 units/acre with building heights ranging from 2 to 3 stories. Parking was included in detached, freestanding garages, carports and surface parking. Of the 360 units that were approved with the 1998 preliminary site development plan, 92 units have been constructed. This leaves 268 units that were not built as part of the original plan. The proposed rezoning and preliminary site development plan for Saddlewood Apartments would allow an increase from 360 units to a total of 536 units for the entire development.

The Comprehensive Plan identifies the subject property as Mixed Density Residential Neighborhood. This land use designation consists of a variety of residential types, including multi-family developments such as the proposed apartments.

During the plan review process, the applicant made several revisions to the preliminary site development plan to address concerns from staff and neighboring residents. Changes included increasing the building setbacks and landscape buffers along Brentwood Street and adjacent to the single-family homes, having the 4-story buildings step down to 3-stories as they approach Brentwood Street and increasing the number of parking spaces for the residents and their guests.

Materials for the building consist of stone veneer, glass and hardie board siding and architectural features such as wall offsets, covered entries and balconies have been included in the design that exceeds the Unified Development Ordinance (UDO) building design standards.

Additional information such as public notification, neighborhood meeting, neighbor opposition, zoning and design requirements and waiver requests are included in the staff report which is included in the

MEETING DATE: 5/7/2019

Planning Commission packet.

On April 8, 2019, the Planning Commission held a public hearing for the proposed rezoning. One resident from the adjacent townhomes to the south, Villas of Asbury, spoke at the meeting concerned about Phase 5 of the development which includes a 4-story building adjacent to the existing townhomes. Another resident, from the single-family subdivision to the east, spoke in favor of the project and noted that he had discussions with the applicant regarding parking and trees which the applicant was responsive to. The Planning Commission voted 7-0 to recommend approval of RZ19-0001 with stipulations as shown in the meeting minutes.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Approve Ordinance No. 19-15 for a rezoning from RP-3 to R-4 District as recommended by the Planning Commission.
2. Deny Ordinance No. 19-15 for a rezoning from RP-3 to R-4 District.
3. Return the rezoning 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. 19-15



City of Olathe
City Planning Division

STAFF REPORT

Planning Commission Meeting: April 8, 2019

Application:	<u>RZ19-0001</u> Rezoning from RP-3 to R-4 district and preliminary site development plan for Saddlewood Apartments
Location:	In the vicinity of 154 th Street and Brentwood Street
Owner	Saddlewood Associates, L.L.C.
Applicant:	Aaron G. March, Rouse Frets White Goss Gentile Rhodes
Engineer:	Jeff Skidmore, Schlagel & Associates
Staff Contact:	Dan Fernandez, Planner II

Site Area:	<u>18.99 ± acres</u>	Proposed Use:	<u>Apartments</u>
Current Zoning:	<u>RP-3</u>	Proposed Zoning:	<u>R-4</u>
Units:	<u>444 (4 buildings)</u>	Plat:	<u>6.73 acres platted</u>
Density:	23.4 units/acre		<u>Remaining acreage unplatted</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning	Site Design Category	Building Design Category
Site	Mixed Density Residential	Vacant	RP-3	3	B
North	Mixed Density Residential	Apartments	RP-3	-	-
South	Mixed Density Residential	Industrial/townhomes	RP-3/M-2	-	-
East	Conventional Neighborhood	Single-family homes/future senior housing	R-1/R-3	-	-
West	Mixed Density Residential	Industrial/Warehouse	M-2/MP-2	-	-

1. Comments:

The applicant is requesting a rezoning from RP-3, (Planned Low-Density Residential) to R-4 (Residential Medium-Density Multi-family) and approval of a preliminary site development plan for Saddlewood Apartments. The subject property is located in the vicinity of 155th Street and Brentwood Street. The preliminary site development plan includes 4 apartment buildings ranging in height from 3 to 4 stories with 444 total units for a density of 23.4 units/acre.

The subject site was rezoned (RZ-47-98) from A (Agriculture) to RP-3 in November 1998. The associated preliminary site development plan included 360 units in 36 buildings for a density of 12.98 units/acre. The buildings ranged in height from 2 to 3 stories. Parking was included in detached, freestanding garages, carports and surface parking.

Of the 360 units that were approved with the 1998 preliminary site development plan, 92 units have been constructed. This leaves 268 units that were not built as part of the original plan. Should the current rezoning request and preliminary site development plan for Saddlewood be approved, there would be an increased total of 536 units for the development.

2. Existing Conditions/ Site Photos:

The subject site is currently undeveloped but was part of the original approved Saddlewood apartments as mentioned in the section above. The 92 units that were built are located to the north of the blue line that outlines the subject site.



Site Aerial



View looking southeast from existing clubhouse

3. Public Notice/ Neighborhood Information:

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property per Unified Development Ordinance (UDO) requirements. Additional notification letters were sent after the continuance from the March 25 meeting and updated signs were placed on-site. The applicant also emailed residents who attended the meeting about the new Planning Commission date.

A neighborhood meeting was also held in accordance with the UDO on February 28, 2018 with approximately 21 attendees. Issues discussed included building height, the stepdown of the 4-story buildings, parking, wildlife, timeline of construction and other developments by the developer. The minutes from this meeting and the sign-in sheet has been included in the Planning Commission packet.

Staff has received 8 letters in opposition to the proposed development. All correspondence has been included in the packet for the Commission to review. Issues and concerns included the height of the apartment buildings, parking, increased traffic, noise, crime and decreased property values.

The applicant revised the plans to address comments and concerns from surrounding residents and also from staff. Details of the revisions are summarized in the Parking and Building Designs Standards section of this staff report.

4. Zoning Requirements:

- a. **Setbacks** – The following table lists the minimum building setback requirements for developments using the Site 3 Category as well as the proposed setbacks for the apartment buildings:

	UDO Requirement	Proposed Plan
<i>Front Yard</i>	15 feet from property line	90-240 feet along Brentwood Street
<i>Side Yard</i>	N/A	115-160 feet from 153 rd Terrace and south property line
<i>Rear Yard</i>	5 feet from the property line	20-25 feet for Buildings C and D

Per Section 18.30.160 of the UDO, parking/paving setbacks for multi-family developments are required to have a 30-foot setback from the public street right-of-way. The plans show a small section of the setback along Brentwood at 20-feet and the applicant is requesting a waiver from this requirement for this section. Waiver requests are summarized in Section 9 of this staff report.

- b. **Building Height** – The maximum building height for projects subject to Site 3 and Building B Design Categories in the R-4 District is 4 stories or 50 feet from finished grade. The proposed development has three 4-story buildings that are 50 feet in height.

The applicant has submitted perspective and line of sight drawings to show the location of the proposed apartment buildings in relation to the existing single-family homes to the east.

- c. **Common/Active Open Space** – The proposed development includes 38% open space which is well above the 5% requirement for this district. For active open space, the project is showing a walking trail, a new pool area, and a dog park. Staff is stipulating that sitting/picnic areas be added and shown in the middle greenspace area with the final site development plan submittal.
- d. **Land Use** – Apartments in RP-3 zoned districts are permitted up to 17 units per acre. The applicant is requesting a change of zoning to R-4 to provide for increased density development. Their proposal is for 23.4 units per acre which would be possible in the R-4 district which permits up to 29 units per acre.

5. Development Requirements:

- a. **Access/Streets** – The subject site will have 7 access drives onto adjacent public streets. There are 4 drives onto Brentwood Drive to the east, 1 drive onto 153rd Terrace to the north and 2 drives onto Mahaffie Street to the west.

The existing street network surrounding the proposed development will provide adequate capacity to accommodate the proposed additional units. There are collector streets adjacent to the east and west side of this development. These existing collector streets already have the capacity to adequately convey the added trips this development would generate.

- b. **Parking** – For multi-family residential developments, the *UDO* requires 1.5 parking space per unit. Based on the proposed 444 units, the project is required to have 666 parking spaces. The submitted plans include a total of 824 parking spaces of which 142 are attached garage spaces and the remaining 682 spaces are surface parking. The spaces provided average out to 1.86 spaces per dwelling unit.

When the application was first submitted, the plans showed 706 parking spaces for a ratio of 1.6 spaces per dwelling unit. Although that number met the *UDO* requirement, the applicant revised the plans to add additional parking due to concerns from neighboring residents and staff about parking for the apartment complex. The plan was revised by removing an interior drive that provided room for not only additional parking spaces but for additional greenspace.

- c. **Landscaping/Buffers** – The submitted landscape plan includes landscaping throughout the site including in along the property lines, landscape islands, open space areas and the building foundation on the primary elevations.

Per *UDO* requirements, a Type 3 Buffer is required between R-4 and R-1 zoned districts. A Type 3 Buffer is 20 feet in width with a mixture of deciduous, ornamental and evergreen trees as well as shrubs. This buffer also requires a 6-foot high wall or berm. The landscape plan shows the Type 3 Buffer with the required plantings on the east side of the property which is adjacent to R-1 zoning. However, the buffer ranges in height from 3 to 6 feet in height. A waiver request has been submitted for the berm to be less than 6 feet in some areas.

A Type 5B Buffer is required between R-4 and M-2 Districts. A Type 5B Buffer is 75 feet in width with no landscaping. The submitted plans show a 20 and 25-foot buffer along the property lines adjacent to M-2 zoned properties. All property lines adjacent to M-2 properties contain a mixture of landscaping. The applicant is requesting a waiver to the Type 5B Buffer requirement. Waiver requests are summarized in Section 9 of this staff report.

All berms and landscaping shall be located outside the sight-distance-triangle.

- d. **Public Utilities** – The subject property is located within the WaterOne and City of Olathe sewer service areas. The applicant will need to coordinate with the respective utility providers for service.
- e. **Stormwater** - The development is providing stormwater detention along with stormwater quality and the applicant has submitted a conceptual stormwater plan with the application. Should the rezoning be approved, a preliminary stormwater plan is required with the final site development plan submittal and a final stormwater plan is required with building permit submittal. Drainage easements and maintenance language will be included with the replat of the property.

As designed, the dog park cannot be located within the extended dry detention basin. Staff and the applicant have had discussions about relocating the dog park or redesigning the basin so that the dog park can be located within it. Staff is recommending that this be included as a plan stipulation as provided for on page 11 of this report.

- f. **Mechanical Equipment/Dumpster Enclosure** – The applicant has provided a note on the site plan stating that all mechanical equipment will be screened per *UDO* requirements.
- g. **Lighting** – Since the development is next to existing residential, staff required a photometric plan with this application submittal, instead of with the final site development plan application. The applicant submitted a plan showing compliance with Section 18.30.135 of the *UDO*. Per this section, the maximum maintained vertical foot-candle at an adjacent residential property line is 0.5, which the submitted plan shows over most of the adjacent property line to the east. There are areas along Brentwood Street where the foot-candles are over 0.5, however, this is due to existing street lighting.

6. Site Design Standards:

The proposed development is subject to composite design standards are **Site Design Category 3** (*UDO* 18.15.115). The following is staff's analysis of the composite site design requirements.

<i>Composite Site Design (Category 3)</i>	Proposed Design Includes
<i>Outdoor Amenity Space</i>	Walking trails, 2 pool areas, dog park
<i>Parking Pod Size</i>	The parking pod sizes are below the maximum 40 parking spaces per pod
<i>Pedestrian Connectivity</i>	Interior sidewalks and an interior trail will connect to existing sidewalks along Brentwood Street, 153 rd Terrace and Mahaffie Street
<i>Detention and Drainage Features as Amenities</i>	Landscaping for screening has been provided around the proposed detention basin at the southwest corner of the site.

7. Building Design Standards:

The proposed development is subject to **Building Design Category B** (*UDO* 18.15.030). The following is an analysis of the required composite design standards and the proposed development.

<i>Composite Building Design (Category B) Standards</i>	Proposed Design Includes
<i>Horizontal Articulation</i>	Horizontal articulation tools used a minimum of every 50 feet; wall offsets shall be at least 4 feet deep
<i>Vertical Articulation</i>	Vertical articulation tools used a minimum of every 50 feet
<i>Transparent Glass on Primary Façade</i>	Minimum 25% on primary facades

<i>Ground floor pedestrian interest/entry elements</i>	Architectural features such as roofed front porches, awnings and canopies shall be used on primary elevations
<i>Garages on Primary Facades</i>	Garages shall be designed to limit the impact of vehicular use areas
<i>Building Materials</i>	Primary facades (min. 70% Category 1; remainder from Category 2) Secondary facades (min. 50% Category 1)
<i>Transition standards for projects adjacent to single-family neighborhoods</i>	A building or portion of a building located within 100 feet of an R-1 or R-2 District shall be no more than 35 feet or 2 stories in height

- a. **Horizontal Articulation** – For all buildings, wall offsets are located every 13 to 26 feet along the primary facades and are 4 feet deep which meets the UDO requirement for horizontal articulation.
- b. **Vertical Articulation** – The buildings include a variation in roof form and heights on all elevations. The initial submittal had all flat rooflines with parapets and at the request of staff, the applicant included pitched roofs which compliment the nearby single-family homes and existing apartments.
- c. **Transparent Glass** – Category B design standards require a minimum of 25% transparent glass on primary facades which are all elevations. Although not all primary elevations, all sides of the buildings exceed the 25% requirement for glass.
- d. **Ground floor pedestrian interest/entry elements** – The building includes transparent glass as well as canopies over some of the ground floor entrances. All ground floor entrances shall have an architectural feature such as a canopy with the final site development plan.
- e. **Garages on Primary Facades** – The apartment buildings have in-building garages, but they will not be visible from the street due to distance, berms and landscaping.
- f. **Building Materials** – The building consists of stone veneer, glass and Hardie board siding. Elevations that face public streets, private drives or parking areas are considered primary. For this project, most of the facades are primary with the exception of the sides of the building that face the interior greenspace.

The proposed buildings are unique in shape and have more than just east, west, north and south elevations. Due to this, please refer to the material percentage sheet submitted by the applicant for the material percentages for all elevations. It should be noted that even though not all elevations are primary, each side of each building meets the primary façade requirement of 70% Category 1 materials.

- g. **Transition Standards for Projects Adjacent to Single-Family Neighborhoods** – The proposed buildings along Brentwood Street, adjacent to a single-family neighborhood, are all over the 100-foot distance requirement. The distances from the building to the single-family properties range from 144 feet to 300 feet.

During the review process, staff recommended 3-story buildings on the east side of the development, nearest to the single-family homes. Building height and setbacks were also issues brought up by neighboring residents. The applicant did not eliminate the 4-story buildings on this side of the property but did revise the plans to address these concerns. Revisions included increasing the distance of the apartment buildings from the single-family properties from approximately 110 feet to the current 140 feet to 300 feet. The two 4-story buildings located closest to Brentwood Street were designed so that they step down to 3-stories as the buildings approach the single-family district and the largest building is located on the west side of the property, adjacent to the industrial zoned properties. And although not adjacent to single-family homes, the setback for Building D from the south property line was increased from 21 feet to 115 feet.

8. Phasing:

The applicant has submitted a phasing plan showing the proposed development being built in 5 phases. The first phase does not include a new apartment building, but instead addresses an issue that the applicant heard from residents in the area which is parking along 153rd Terrace. The first phase includes additional parking near the existing clubhouse and swimming pool for residents and visitors to use. Traffic staff has also agreed to look at limiting the amount of parking on 153rd Terrace as it is a public street.

The remaining 4 phases, that include the new apartment buildings, will be built from the northwest to the southeast as follows:

Phase 2 includes the 4-story Building A with 121 units.

Phase 3 includes the 3-story Building B with 66 units.

Phase 4 includes the 4-story Building C with 152 units.

Phase 5 includes the 4-story Building D with 105 units.

9. Waiver Requests:

The applicant is requesting 3 waiver requests which are:

- a. for the minimum parking/ setback from the street right-of-way,
- b. the landscape buffer between R-4 and M-2 Districts and
- c. height of the berm in the Type 3 landscape buffer.

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.

The waiver for the parking/paving setback is to allow the setback to be 20 feet for a small section along Brentwood Street instead of the required 30 feet for multi-family developments per Section 18.30.160 of the UDO.

The second waiver request is for the Type 5B Buffer requirement between R-4 and M-2 Districts. Section 18.30.130.J requires a 75-foot buffer without landscaping between the two districts and the submitted plans show a mostly 25-foot landscape buffer west of

Buildings C and D. The buffer does narrow to 20 feet at the southern edge of Building C along Mahaffie Street. The buffer along the south property line is approximately 34 feet in width with landscaping.

The third waiver request is for the Type 3 Buffer requirement of a 6-foot berm within the landscape buffer. A Type 3 Buffer is required between R-4 and R-1 zoned properties. The berm on the east side of the development adjacent to single-family ranges in height from 3 to 6 feet.

In the submitted waiver request, the applicant states that a higher quality design is achieved by granting of the waivers. For example, by reducing the Type 5B Buffer requirement, the buildings can be pushed back further from the existing single-family homes. They are also providing a higher quality design by exceeding the Category 1 material requirements on all elevations. Also, the applicant states that the granting of the waivers is not contrary to the public interest and will not burden the City.

Staff Analysis:

Staff is supportive of the waiver requests due to the proposal meeting criteria for waivers found in Section 18.40.240.E of the UDO and for the following reasons.

For the parking/paving setback, the applicant is providing a 30-foot setback along the majority of parking/paving areas along Brentwood Street. And even though the setback narrows to 20 feet on the north side of the development, a berm with landscaping is still being provided within the setback.

The Type 5B Buffer adjacent to the industrial zoned properties was reduced in order to accommodate a larger distance between the proposed apartment buildings and the single-family homes to the east. The buffer will be mostly 25-feet in width and will also have a solid line of landscaping. The Type 5B buffer does not require any landscaping.

The proposed berm is proposed to range in height from 3 feet to 6 feet. Along all portions of the berm, the applicant has located multiple rows of shrubs on the berm as well as trees for screening of the parking lot.

10. Comprehensive Plan Analysis:

The future land use map of the Comprehensive Plan identifies the subject property as Mixed Density Residential.

The following are criteria for considering rezoning applications as listed in Unified Development Ordinance (UDO) Section 18.40.090 G.

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

The *Comprehensive Plan* identifies the subject property as Mixed Density Residential Neighborhood. This land use designation typically consists of multi-family developments such as the proposed development for the subject site.

The Comprehensive Plan includes goals encouraging infill development (HN-1.8), providing a full range of housing choices (HN-2.1) and providing high-quality design (LUCC-7.1) which includes urban design.

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

The surrounding area consists of properties zoned single-family residential, multi-family residential and industrial. The existing uses are single-family homes, apartments and industrial uses. Although taller than the existing surrounding buildings, the applicant has addressed this issue through the review process by increasing the distance between the apartment buildings and the single-family homes, having the 4-story buildings step down to 3-stories as they approach the single-family homes and by providing landscape berms along Brentwood Street for additional screening.

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

There are a variety of uses in the area, including multi-family residential, single-family residential and industrial. The development has been designed so that large buffers and screening are included adjacent to single-family residential and the largest building is adjacent to the industrial zoned properties. With the high quality the design and the provided buffers, the proposed use would be in harmony with the surrounding properties.

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

The current zoning of the property is RP-3 which would permit low-density multi-family development and the site is also part of an approved preliminary site development plan that included low-density multi-family apartments. The RP-3 existing zoning does not allow for the density the applicant is seeking.

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

Although part of the rezoning and preliminary site development plan from 1998, the subject site has never been developed.

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

The proposed development is not expected to detrimentally affect nearby properties as the development is a high-quality design by meeting the design requirements as stipulated and by providing adequate buffers to the adjacent properties.

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

Since the project is a high-quality development by exceeding design requirements in some areas, staff does not anticipate that the project would harm the value of any nearby properties.

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

The surrounding road network has been built to collector standards which can accommodate the additional traffic generated from the proposed development. Also, the project will be providing more than the required amount of parking per UDO standards.

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

Staff is not aware of any potential for unlawful levels of air, water or noise pollution with the proposed development. The development is required to comply with the City's stormwater requirements and provide best management practices for water quality.

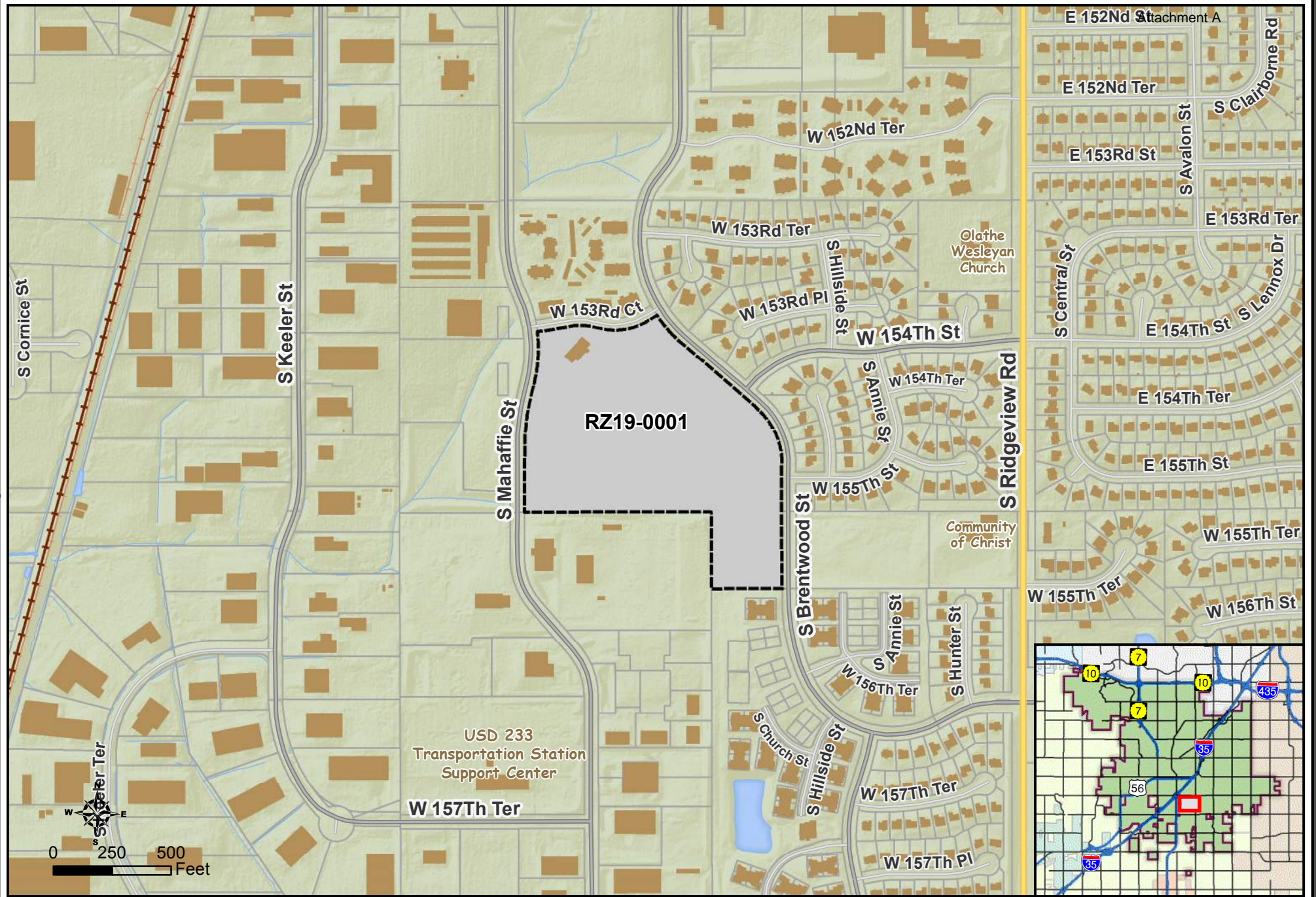
J. The economic impact of the proposed use on the community.

The proposed development would provide additional population for the City and generate new real estate taxes on land that is currently vacant.

11. Staff Recommendation:

- A. Staff recommends approval of RZ19-0001 for the following reasons:
 - (1) The proposed development complies with the policies and goals of the *Comprehensive Plan* for Housing and Neighborhoods (Principle HN-1.8 HN-2.1 and LUCC-7.1).
 - (2) The requested rezoning to R-4 district meets the Unified Development Ordinance (UDO) criteria for considering zoning applications, with exceptions to certain requirements as noted.
 - (3) The proposed development as stipulated meets composite design standards for **Site Design Category 3** (UDO 18.15.115) and **Building Design Category B** (UDO 18.15.030).
- B. Staff recommends approval of RZ19-0001 with the following stipulations to be included in the ordinance:
 - (1) A final plat shall be approved and recorded, and all excise fees paid prior to issuance of a building permit.
 - (2) A final site development plan shall be approved prior to submitting for building permits.
- C. Staff recommends approval of the preliminary site development plan with the following stipulations to be addressed with final site development plans:
 - (1) A waiver shall be granted to permit a 20-foot parking/paving setback for a portion of the section along Brentwood Street as shown on the preliminary site development plan.

- (2) A waiver shall be granted to permit the berm within the Type 3 Landscape Buffer to range from 3 to 6 feet as shown on the preliminary site development plan.
- (3) A waiver shall be granted to permit the berm within the Type 5B Landscape Buffer to be 20 to 34 feet in width as shown on the preliminary site development plans.
- (4) The dog park shall be relocated, or the stormwater basin redesigned with the final site development plan application.
- (5) Aerial apparatus access for Building A, Building B, Building C, and Building D that shows the revisions, with dimensions, as required by the Fire Department shall be approved with the final site development plan.
- (6) The final site development plans shall provide a road at least 26 feet wide on one side of the building, located at least 15 feet and no more than 30 feet from the building. Where no landscaping is provided (asphalt/concrete only), this requires a 41-foot minimum wide road that fronts each building to allow for aerial apparatus operations.
- (7) All portions of the building will be required to be within 600 feet of a hydrant (travel distance) for sprinklered buildings (IFC Section 507.5.1, Ex 2).
- (8) A fire department connection (FDC) is required within 100 feet of a hydrant for sprinklered buildings. The FDC is required to be accessible from a fire apparatus access road. The City of Olathe Fire Code Amendment 16.05.340 requires a 4-inch Storz quick coupling connection (IFC Section 507.5.1.1).
- (9) Details of the parking lot lighting poles and fixtures per Section 18.30.135 of the UDO shall be submitted with the final site development plan.
- (10) Sitting/picnic areas shall be added and shown in the middle greenspace with the final site development plan submittal.



SADDLEWOOD APARTMENTS
RZ19-0001



User: JaredMD
Date: 03/19/2019



SITE DATA
 CURRENT ZONING: R-3
 PROPOSED ZONING: R-4
 SITE DESIGN CATEGORY: 3
 BUILDING DESIGN CATEGORY: B
 LANDSCAPE BUFFER TYPE: 3
 TOTAL OPEN SPACE: +/- 30,897 SQ FT
 COVERAGE: +/- 48.93%

PARKING TABULATIONS

Garage Parking:
 PHASE 2:
 A - BUILDING: 37 GARAGES
 PHASE 3:
 B - BUILDING: 30 GARAGES
 PHASE 4:
 C - BUILDING: 48 GARAGES
 PHASE 5:
 D - BUILDING: 27 GARAGES
 142 TOTAL

Surface Parking:
 PHASE 2: 217 SPACES (210 SPACES IN FUTURE)
 PHASE 3: 121 SPACES (117 SPACES IN FUTURE)
 PHASE 4: 190 SPACES
 PHASE 5: 190 SPACES
 600 TOTAL

*7 STALLS WILL BE REMOVED FROM PHASE 3 WITH CONSTRUCTION OF PHASE 4. 4 STALLS WILL BE REMOVED FROM PHASE 3 WITH CONSTRUCTION OF PHASE 5. TOTAL PARKING SPACES FOR ALL PHASES WILL BE 680 STALLS.

Parking Required:
 1.5 x 444 UNITS = 666 SPACES

Parking Provided:
 142 + 600 = 660 SPACES
 PHASE 2: 37 GARAGES + 210 SURFACE = 247 (192 REQUIRED BY PHASE)
 PHASE 3: 30 GARAGES + 121 SURFACE = 151 (96 REQUIRED BY PHASE)
 PHASE 4: 48 GARAGES + 190 SURFACE = 238 (228 REQUIRED BY PHASE)
 PHASE 5: 27 GARAGES + 190 SURFACE = 217 (158 REQUIRED BY PHASE)
 EXISTING CLUBHOUSE: 14 SPACES ADDED (NOT INCLUDED IN TOTAL)

NOTE: PARKING SPACES BUILT AS PART OF PHASE 2 WILL BE SHARED BY PHASE 3 AFTER THE COMPLETION OF PHASE 3 CONSTRUCTION.

GROSS SITE AREA (ACRES): 19.98
OWELLING UNITS: 444
GROSS SITE DENSITY (DU/AC): 22.39

GENERAL NOTES:

1. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED PER UDO REQUIREMENTS.



SITE PLAN
 1" = 60'-0"



NOT FOR CONSTRUCTION

Attachment A

NSPJ ARCHITECTS
 3515 W. 75TH ST., SUITE 201
 PICTURE VILLAGE, KS 66308
 P. 913.831.1415
 F. 913.831.1563
 NSPJARCH.COM

A NEW MULTI-FAMILY PROJECT FOR:
SADDLEWOOD APARTMENTS
 18851 WEST 153rd COURT
 OLATHE, KANSAS 66092

DRAWING RELEASE LOG

DATE	DESCRIPTION
12.04.18	-PPH APP MTD
01.25.19	-POP SUBMITTAL
03.04.19	-POP REV SUBMITTAL
03.25.19	-POP REV SUBMITTAL

REVISIONS

DATE	DESCRIPTION
03.04.19	-POP REV SUB
03.25.19	-POP REV SUB

DATE: March 20, 2019
JOB NO: 634818
DRAWN BY: CEE/TAH
SHEET NO: 2

SP1.00

REQUIRED:

TOTAL SITE = 826,630 SQ FT X 5% = 41,331 SQ FT OPEN SPACE
41,331 SQ FT X 50% = 20,666 SQ FT ACTIVE OPEN SPACE

PROVIDED:

TOTAL OPEN SPACE - 329,697 SQ FT
(39.9% OF TOTAL SITE)

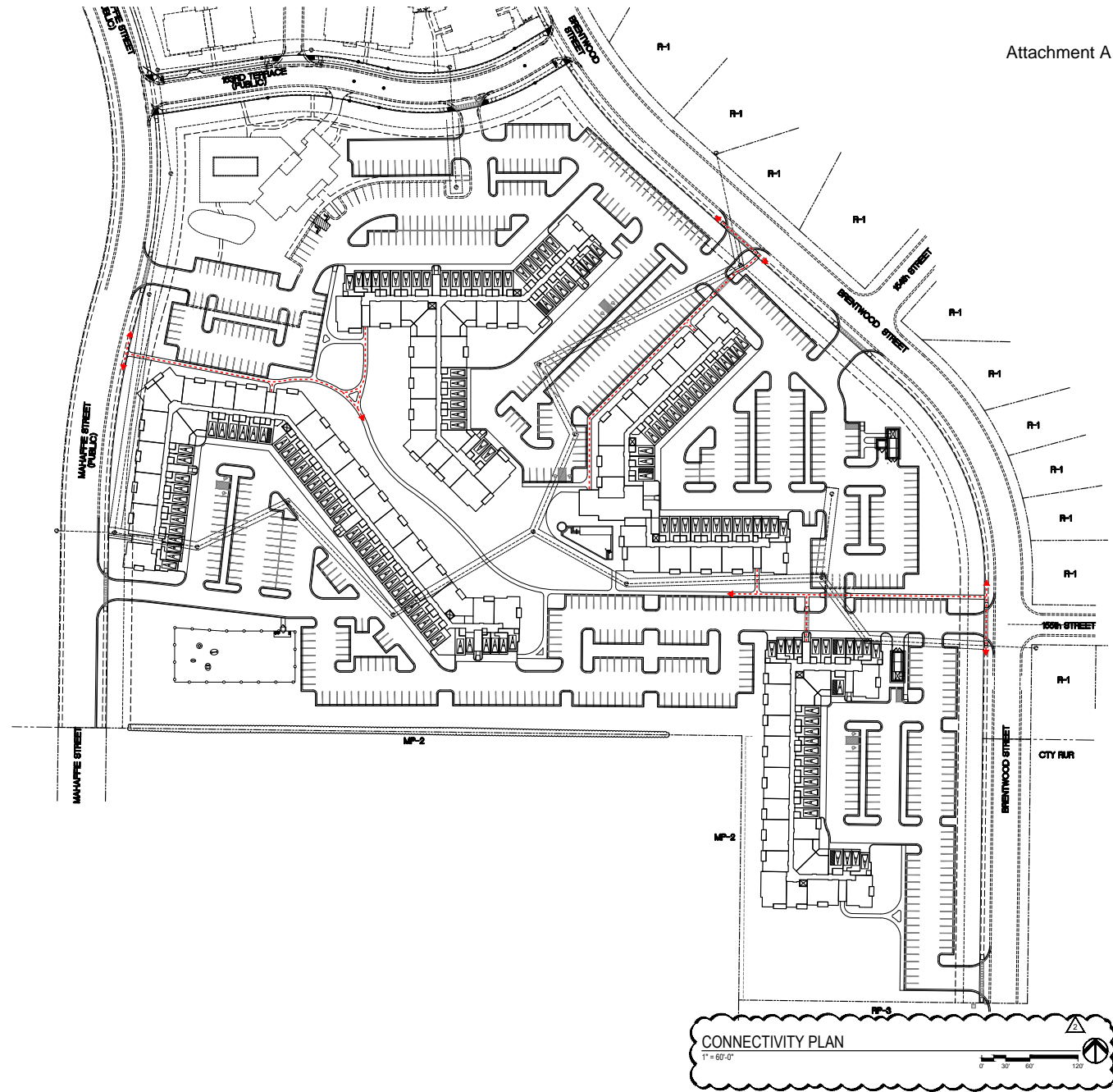
■ ACTIVE OPEN SPACE - 174,721 SQ FT
(53.0% OF TOTAL OPEN SPACE)

■ PASSIVE OPEN SPACE - 154,976 SQ FT
(47.0% OF TOTAL OPEN SPACE)



Attachment A

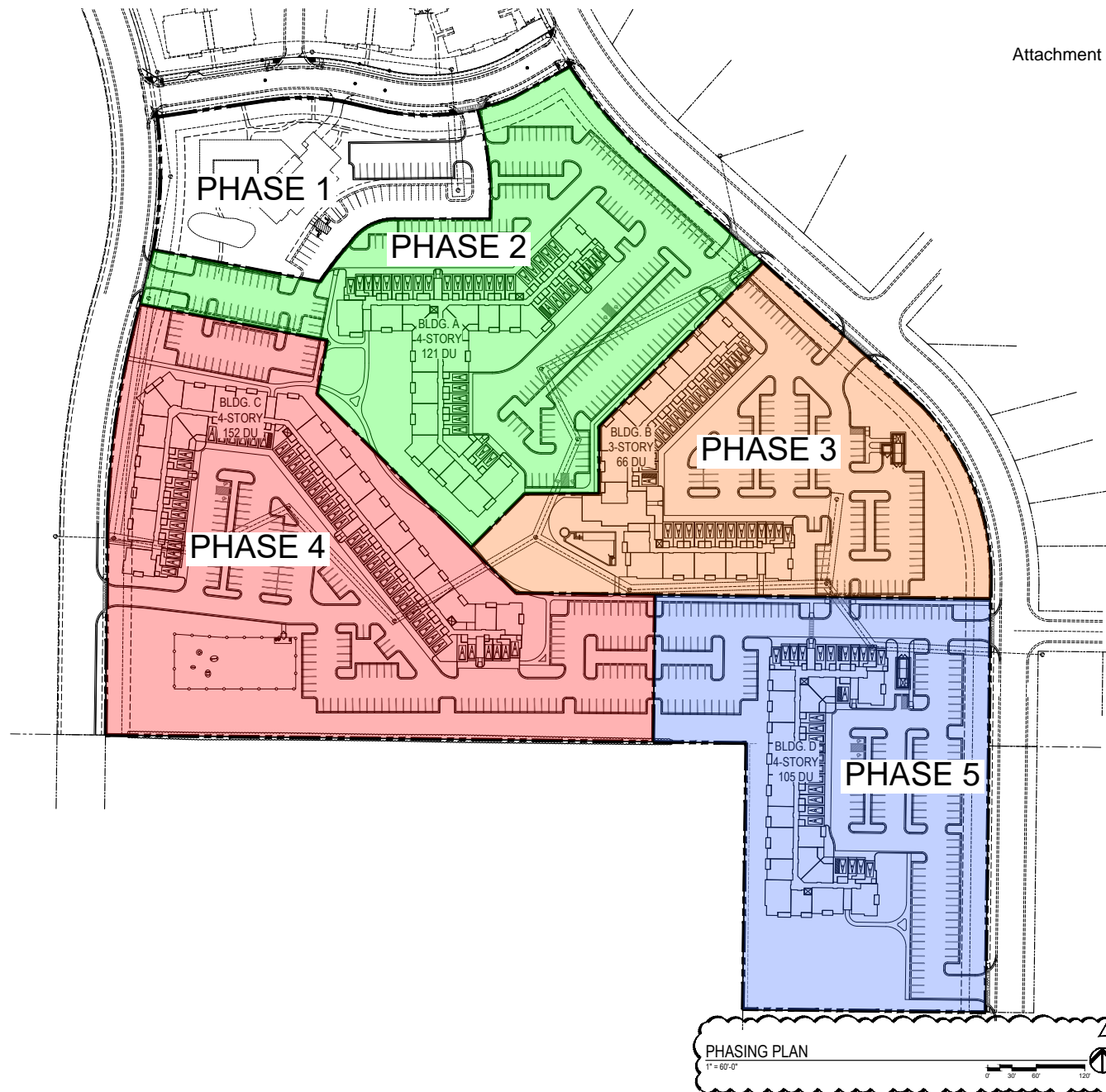
KEY:
CROSS PROPERTY CONNECTIONS AND
CONNECTIONS TO ADJACENT PROPERTIES
←-----→



CONNECTIVITY PLAN
1" = 60'-0"

0 30 60 120

NOT FOR CONSTRUCTION



PHASING PLAN

1" = 60'-0"



ARCHITECTURE
LANDSCAPE
ARCHITECTURE
INTERIORS
ENERGY SERVICES

NSPJ

ARCHITECTS^{PC}
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PRAIRIE VILLAGE, KS 66308
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NSPJARCH.COM
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A NEW MULTI-FAMILY PROJECT FOR:

SADDLEWOOD APARTMENTS

18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG

● 02.04.18	- PRE-APP MTG.
● 01.30.19	- POP SUBMITTAL
● 03.04.19	- POP SUBMITTAL
● 03.20.19	- POP SUBMITTAL

REVISIONS

▲ #	DATE	- POP REVIS.
▲ #	03.20.19	- POP REVIS.

DATE
March 20, 2019

JOB NO.
634518

DRAWN BY:
CEE/TAH

SHEET NO.



PARTIAL ELEVATION BUILDING D
SIDE VIEW -VIEW FROM BRENTWOOD STREET
SCALE 1/8" = 1'-0"



PARTIAL ELEVATION BUILDING D
SIDE VIEW -VIEW FROM BRENTWOOD STREET
SCALE 1/8" = 1'-0"

ARCHITECTURE
LANDSCAPE
ARCHITECTURE
INTERIORS
ENERGY SERVICES

NSPJ

ARCHITECTS^{LLC}
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NSPJARCH.COM

A NEW MULTI-FAMILY PROJECT FOR:

SADDLEWOOD APARTMENTS

18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG

- 12.04.18 - PRELIMINARY
- 01.20.19 - POP SUBMITTAL
- 03.04.19 - POP SUBMITTAL
- 05.20.19 - POP SUBMITTAL

REVISIONS

DATE	REVISION
March 20, 2019	

JOB NO.
634818
DRAWN BY:
CEE/TAH
SHEET NO.

NOT FOR CONSTRUCTION

A3.00



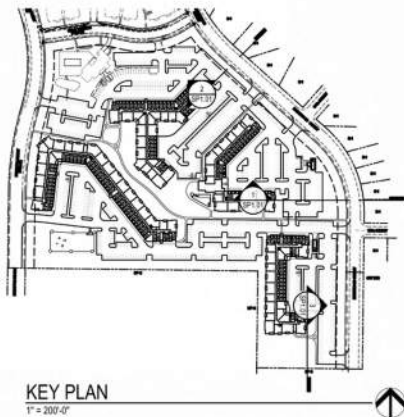
PARTIAL ELEVATION BUILDING A
SIDE VIEW - VIEW FROM INTERNAL PARKING
SCALE 1/8" = 1'-0"



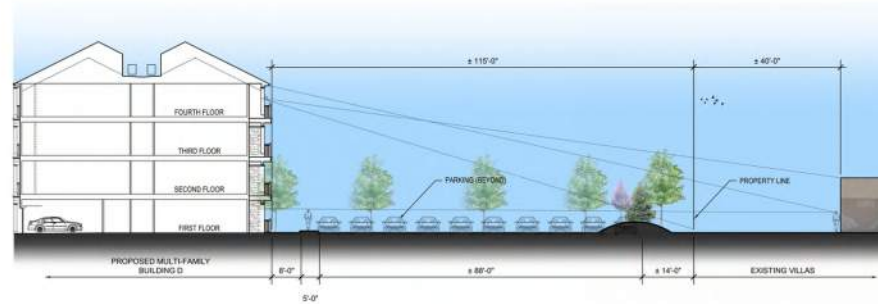
PARTIAL ELEVATION BUILDING B
END VIEW - VIEW FROM BRENTWOOD STREET
SCALE 1/8" = 1'-0"



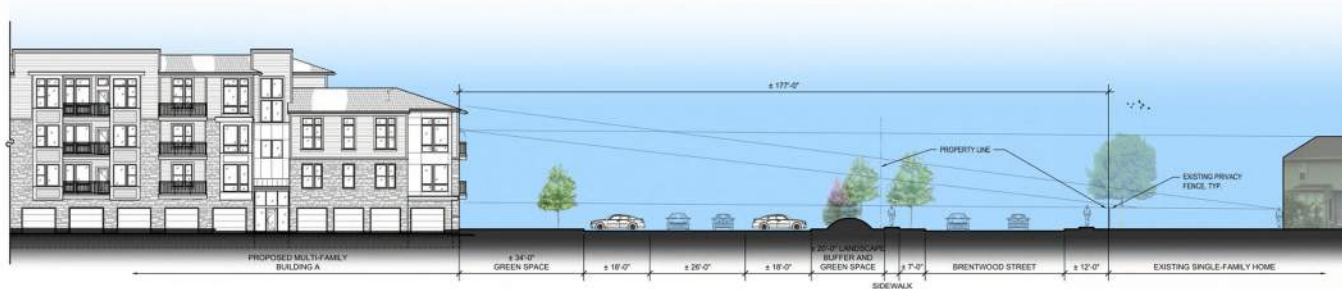
PARTIAL ELEVATION BUILDING A
END VIEW - VIEW FROM BRENTWOOD STREET
SCALE 1/8" = 1'-0"



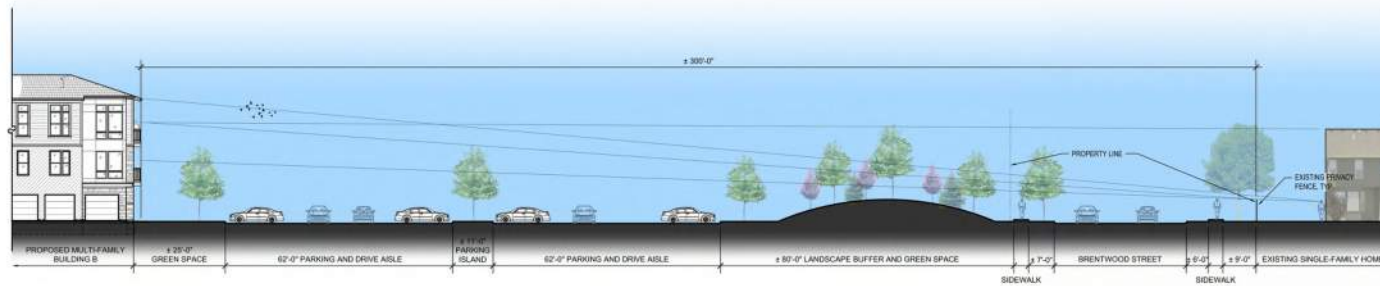
KEY PLAN
1" = 200'-0"



3 SITE SECTION
1/16" = 1'-0"



2 SITE SECTION
1/16" = 1'-0"



1 SITE SECTION
1/16" = 1'-0"

Attachment A

ARCHITECTURE
LANDSCAPE
ARCHITECTURE
PLANNING
ENERGY SERVICES
P. 913.831.1415
F. 913.831.1563
NSPARCH.COM
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NSPJ

ARCHITECTS
3515 W. 75TH ST., SUITE 201
PICTURE VILLAGE, KS 66508

A NEW MULTI-FAMILY PROJECT FOR:

SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG

- 12.04.18 - PRELIMINARY
- 01.26.19 - POP SUBMITTAL
- 03.04.19 - POP SUBMITTAL
- 03.26.19 - POP SUBMITTAL

REVISIONS

- 03.04.19 - POP REVIS
- 03.26.19 - POP REVIS

DATE
March 20, 2019

JOB NO.
634818

DRAWN BY
CEE/TAH

SHEET NO.
2

Common Name	Botanical Name	Size	Notes
Columnar Trees			
AR01 Armitage Maple	Acer rubrum 'Armitage'	2.5' Cal. 18.0'	
CH01 Carolina Maple	Acer rubrum 'Carolina'	2.5' Cal. 18.0'	
CO01 Acer saccharum 'Crimson Queen'	Acer saccharum 'Crimson Queen'	2.5' Cal. 18.0'	
CO02 Quercus macrocarpa 'Clemens'	Quercus macrocarpa 'Clemens'	2.5' Cal. 18.0'	
CO03 Quercus rubra 'Clemens'	Quercus rubra 'Clemens'	2.5' Cal. 18.0'	
Shade Trees			
AR01 Armitage Maple	Acer x fraxinifolium 'Armitage'	2.5' Cal. 18.0'	
AR02 Armitage Maple	Acer x fraxinifolium 'Armitage'	2.5' Cal. 18.0'	
BCV Common Baldcypress	Baldcypress	2.5' Cal. 18.0'	
BR01 Brandywine Red Maple	Acer rubrum 'Brandywine'	2.5' Cal. 18.0'	
CO01 Common Green Red Maple	Acer glabrum 'Common Green'	2.5' Cal. 18.0'	
FR01 Frontier Elm	Ulmus canadensis x parvifolia 'Frontier'	2.5' Cal. 18.0'	
FR02 Fall Fanta Sugar Maple	Acer saccharum 'Fall Fanta'	2.5' Cal. 18.0'	
GR01 Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	2.5' Cal. 18.0'	
HR01 Heritage Oak	Quercus macrocarpa 'Clemens'	2.5' Cal. 18.0'	
LL01 Greenleaf Linden	Tilia cordata 'Greenleaf'	2.5' Cal. 18.0'	
LPT1 London Plane Tree	Platanus 'London Plane'	2.5' Cal. 18.0'	
LR01 Legacy Sugar Maple	Acer saccharum 'Legacy'	2.5' Cal. 18.0'	
NR01 Norwegian Sunset Maple	Acer truncatum x A. glabrum 'Norwegian'	2.5' Cal. 18.0'	
OC01 October Glory Elm	Acer rubrum 'October Glory'	2.5' Cal. 18.0'	
PS01 Pacific Sunset Maple	Acer truncatum x A. glabrum 'Pacific Sunset'	2.5' Cal. 18.0'	
RO01 Red Oak	Quercus rubra	2.5' Cal. 18.0'	
SR01 Service Elm	Acer x fraxinifolium 'Service'	2.5' Cal. 18.0'	
SR02 Service Elm	Acer x fraxinifolium 'Service'	2.5' Cal. 18.0'	
SR03 Service Elm	Acer x fraxinifolium 'Service'	2.5' Cal. 18.0'	
SR04 Service Elm	Acer x fraxinifolium 'Service'	2.5' Cal. 18.0'	
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SR14 Service Elm	Acer x fraxinifolium 'Service'	2.5' Cal. 18.0'	
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Evergreen Trees			
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THE ABOVE PLANT LIST IS A RANGE OF POTENTIAL PLANT MATERIAL AND IS SUBJECT TO CHANGES.

LANDSCAPE REQUIREMENTS (LATHS)

STREET TREES (15.30.130 Q): 1 TREE PER 40 L.F.

REQUIRED	PROVIDED
BRENTWOOD STREET = 1,257 L.F. 40 = 31	31+
MAHAFFIE STREET = 688 L.F. 40 = 17	15 NEW, 3 EXISTING

BUFFER LANDSCAPING (15.30.130 L): LOCATION OF BUFFER

- A BUFFER REQUIRED BY THIS SECTION SHALL BE PROVIDED ALONG THE SIDE LOT LINE OF ADJUTING USES.
- THE REQUIRED PERIMETER LANDSCAPE AREA SHALL BE LOCATED OUTSIDE OF THE FENCED AREA OF THE DEVELOPMENT BETWEEN THE FENCE AND THE STREET, UNLESS THIS REQUIREMENT IS OTHERWISE MODIFIED WITH FINAL SITE DEVELOPMENT PLAN APPROVAL.
- BUFFERS ARE NOT REQUIRED ALONG THE FRONT PROPERTY LINE.

TYPE 3 BUFFER ALONG BRENTWOOD STREET PROVIDED AT CITY'S REQUEST. TOTAL FRONTAGE (LESS STREET AND DRIVE INTERSECTIONS) = 1,257 L.F. 100 FT = 19 SHADE TREES, 13 ORNAMENTAL TREES, 19 EVERGREEN TREES, & 440 SHRUBS/GRASSES REQUIRED AND PROVIDED.

RESIDENTIAL LOTS (15.30.130 K): 1 TREE PER DWELLING UNIT

TOTAL DU = 444	REQUIRED	PROVIDED
444 TREES	444+	444+

PARKING AND VEHICULAR USE AREAS-PERIMETER (15.30.130 M.2): CONTINUOUS ROW OF SHRUBS 3 FT IN HEIGHT WILL BE PROVIDED (OPTION 2).

PARKING AND VEHICULAR USE AREAS-INTERIOR (15.30.130 M.3):

- ALL ISLANDS ARE 8 FT WIDE MIN. AND 100 FT MIN.
- A MINIMUM OF ONE SHADE TREE PER PARKING ISLAND HAS BEEN PROVIDED.
- NA
- ACKNOWLEDGED

SITE DESIGN CATEGORY 3:

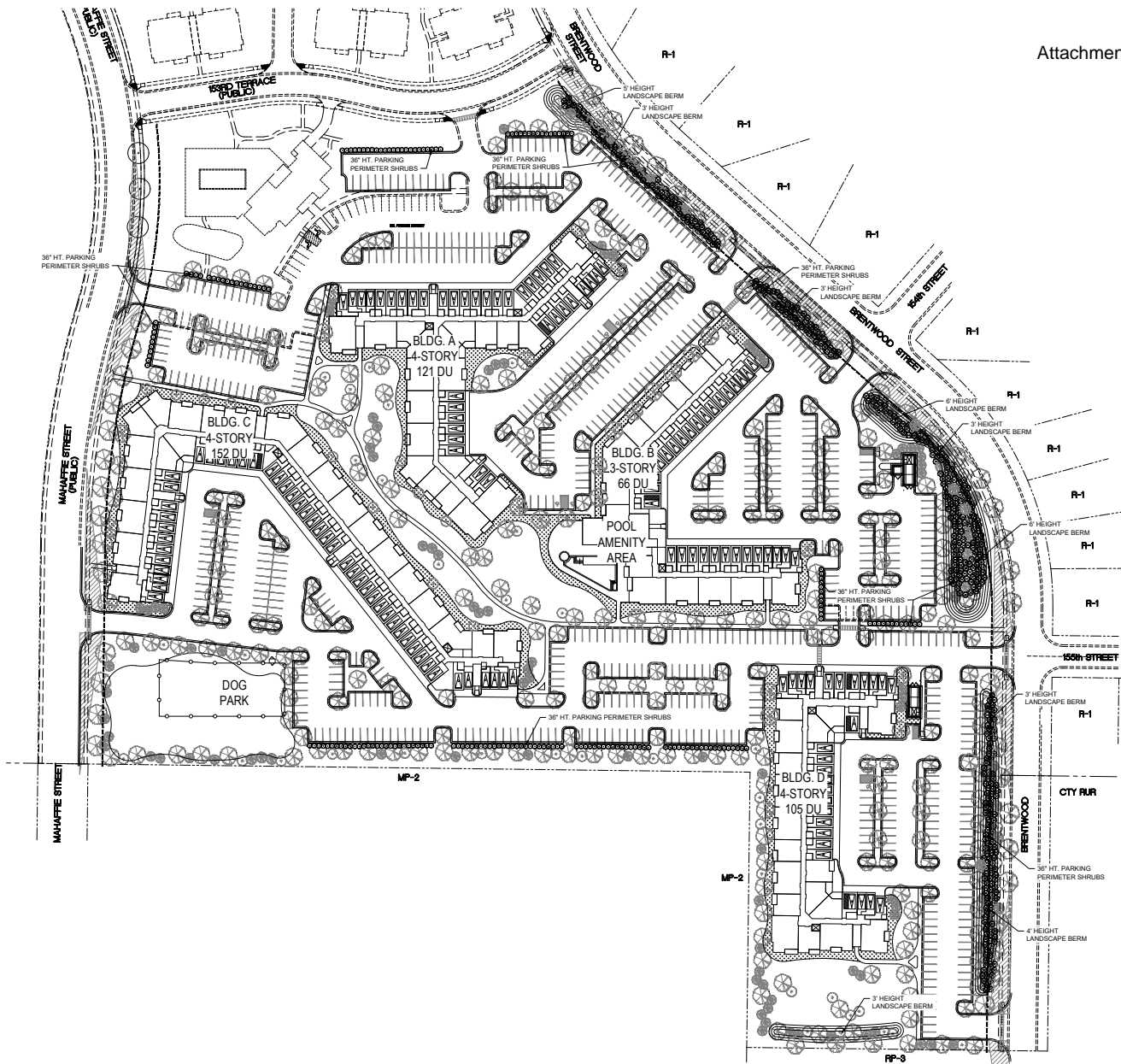
- TYPE 3 BERM PROVIDED ALONG BRENTWOOD, LAWN AREA PROVIDED AT OTHER WALK

PLANT LIST			
Evergreen Shrubs			
DTT	Desmodium	Desmodium	5 Gal 30" Ht.
CAJL	Green Oak Branch	Desmodium	5 Gal 30" Ht.
CAJL	Gold Oak Branch	Desmodium	5 Gal 30" Ht.
CAJL	Gold Oak Branch	Desmodium	5 Gal 30" Ht.
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CAJL	Gold Oak Branch	Desmodium	5 Gal 30" Ht.
CAJL	Gold Oak Branch	Desmodium	5 Gal 30" Ht.
CAJL	Gold Oak Branch	Desmodium	5 Gal 30" Ht.
Deciduous Shrubs			
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
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DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.
DBB	Sheep Burning Bush	Desmodium	5 Gal 30" Ht.

SEE L1.00 FOR TREE PLANTINGS

GENERAL NOTES

- EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND EXAMINE THE SITE CONDITIONS. HE SHALL ALSO CAREFULLY EXAMINE THE DRAWINGS FOR THE PROPOSED WORK AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS WHICH MAY AFFECT THE PROPOSED WORK.
- THE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES MASSING SHALL BE PLACED IN THE FIELD TO UTILIZE GREATEST COVERAGE OF GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:
 - CREEPING GROUNDCOVER SHALL BE A MINIMUM OF 6" FROM PAVING EDGE.
 - ALL TREES SHALL BE A MINIMUM OF 5' FROM PAVING EDGE.
 - ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED APART AND PLACED FOR BEST AESTHETIC VIEWING.
- ALL SHRUBS SHALL BE A MINIMUM OF 2' FROM PAVED EDGE.
- NOTIFY LANDSCAPE ARCHITECT 1 WEEK PRIOR TO ANTICIPATED START OF PLANT MATERIAL INSTALLATION. LANDSCAPE CONTRACTOR SHALL STAKE ALL PROPOSED PLANTING BED EDGES, SET OUT SHRUBS IN INTENDED LOCATIONS, AND STAKE TREE LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL NEW PLANT BED AREAS TO BE IRRIGATED. REFER TO SPECIFICATIONS FOR IRRIGATION SYSTEM DESCRIPTION.
- IN THE EVENT OF WORK IN OR ON THE JOIN SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THERE OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
- STRIP TOP SOIL & SAVE FOR PLANTING AREAS. EXCAVATE TO A DEPTH OF 18" FOR ALL PLANTING BEDS AND REPLACE WITH PLANTING SOIL MIX. REFER TO L3.00 FOR PLANTING SOIL MIX.
- ALL MECHANICAL EQUIPMENT WILL BE SCREENED PER UDO REQUIREMENTS.



OVERALL FOUNDATION/SHRUB PLANTING PLAN

1" = 60'-0"

Attachment A

DRAWING RELEASE LOG

- 02.04.18 - PRE-APP MTD.
- 01.30.19 - POP SUBMITTAL
- 03.04.19 - POP SUBMITTAL
- 03.20.19 - POP SUBMITTAL

- REVISIONS
- 03.04.19 - POP RESUB
 - 03.20.19 - POP RESUB

DATE
March 20, 2019

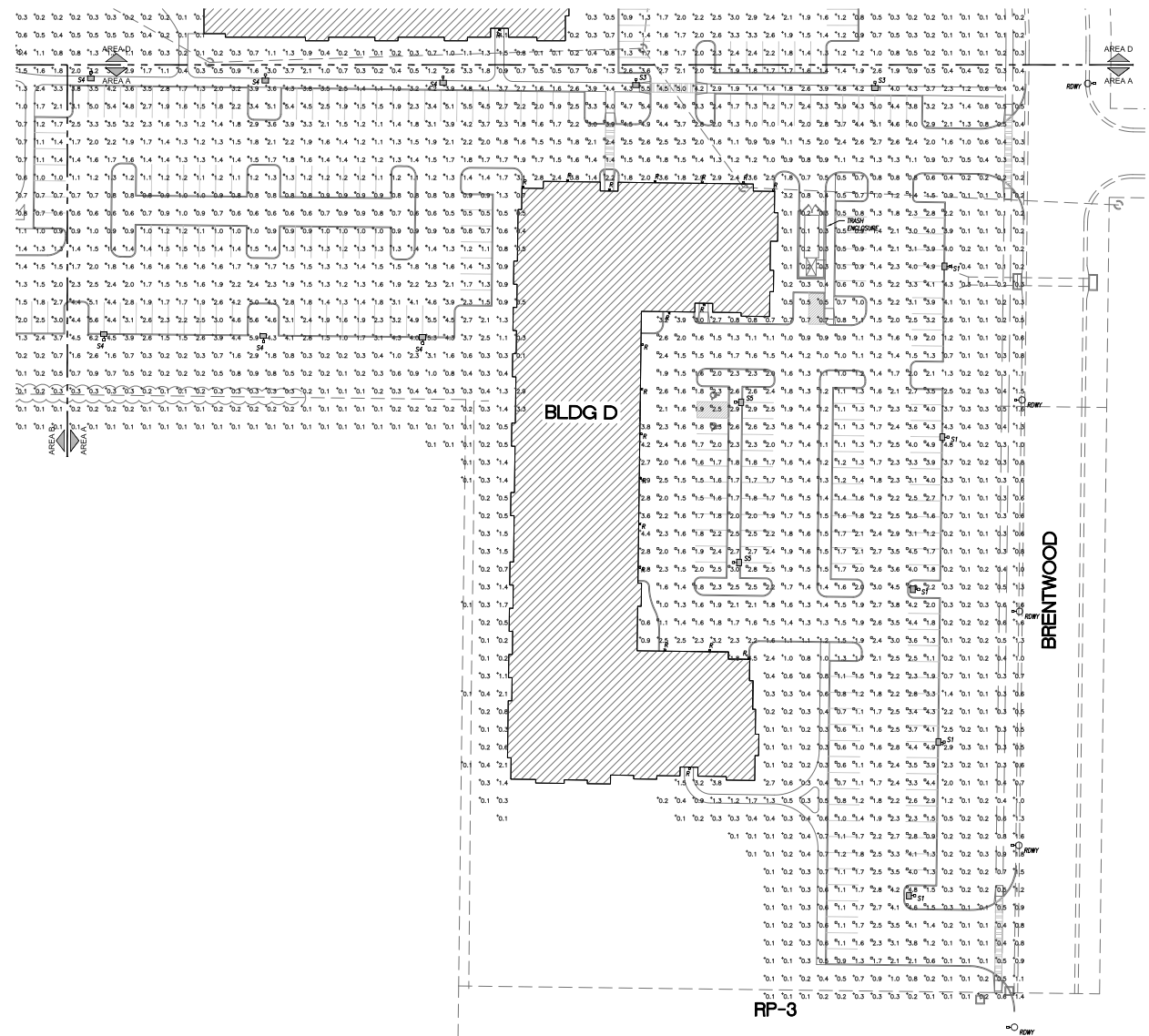
JOB NO.
634818

DRAWN BY:
CEE/TAH

SHEET NO.
2

NOT FOR CONSTRUCTION

L2.00



PHOTOMETRIC SITE PLAN - AREA A
SCALE: 1" = 30' - 0"

ARCHITECTURE
LANDSCAPE
ARCHITECTURE
ENERGY SERVICES
P. 913.831.1415
F. 913.831.1563
NSPJARCH.COM
3515 W. 25TH ST., SUITE 201
PRairie Village, KS 66208

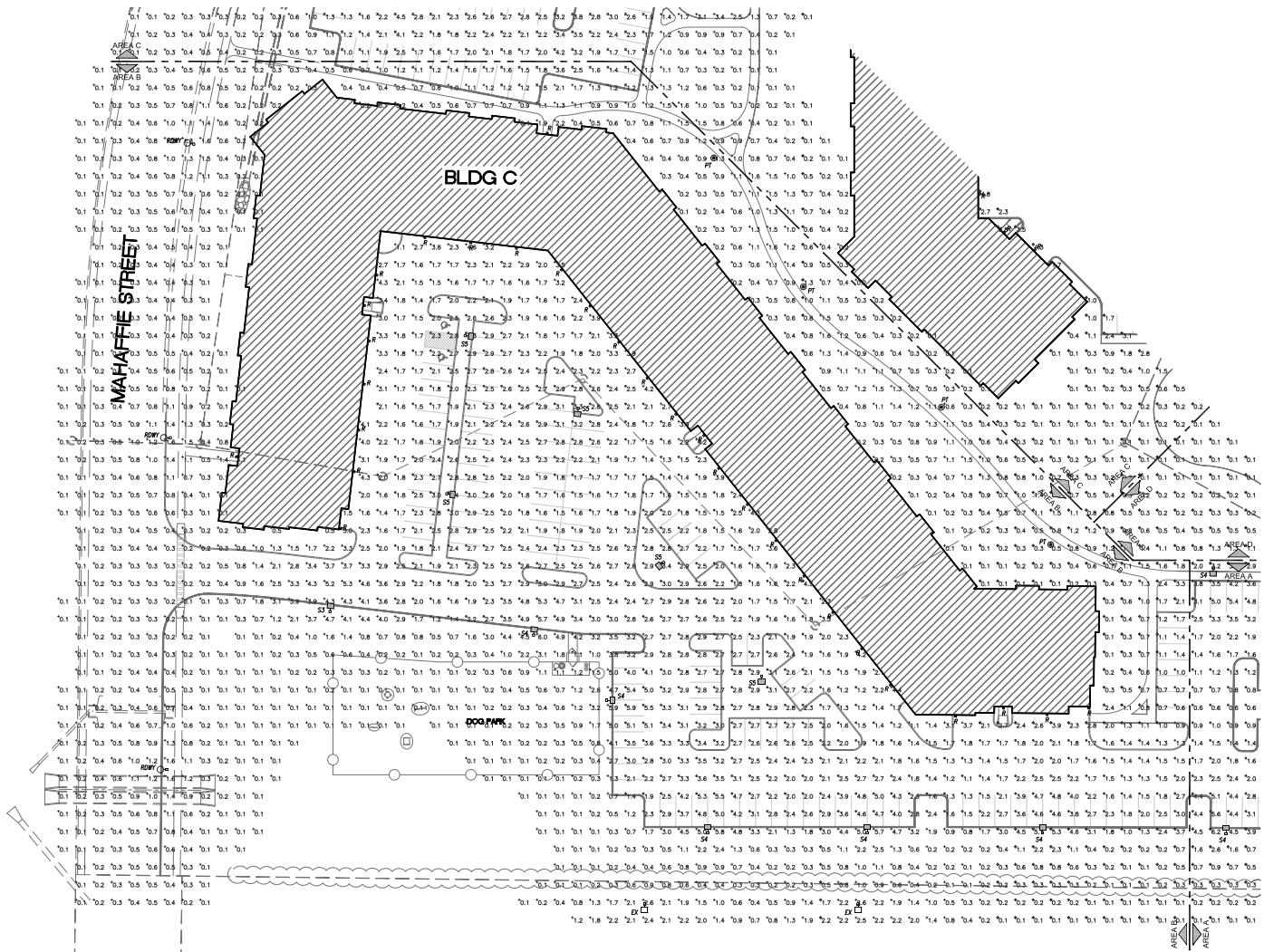


NSPJ ARCHITECTS
A NEW MULTI-FAMILY PROJECT FOR:
SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG
12.04.18 - PRE-APP MTD.
01.31.19 - DRAWING RELEASE



REVISIONS
13.04.19 - POP RESUB
03.20.19 - POP RESUB
DATE
March 20, 2019
JOB NO.
634818
DRAWN BY:
RKN
SHEET NO.
E1.01



PHOTOMETRIC SITE PLAN - AREA B
SCALE: 1"=30'-0"

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F. 913.831.1563
NSPARCH.COM
3515 W. 25TH ST., SUITE 201
PRairie Village, KS 66208

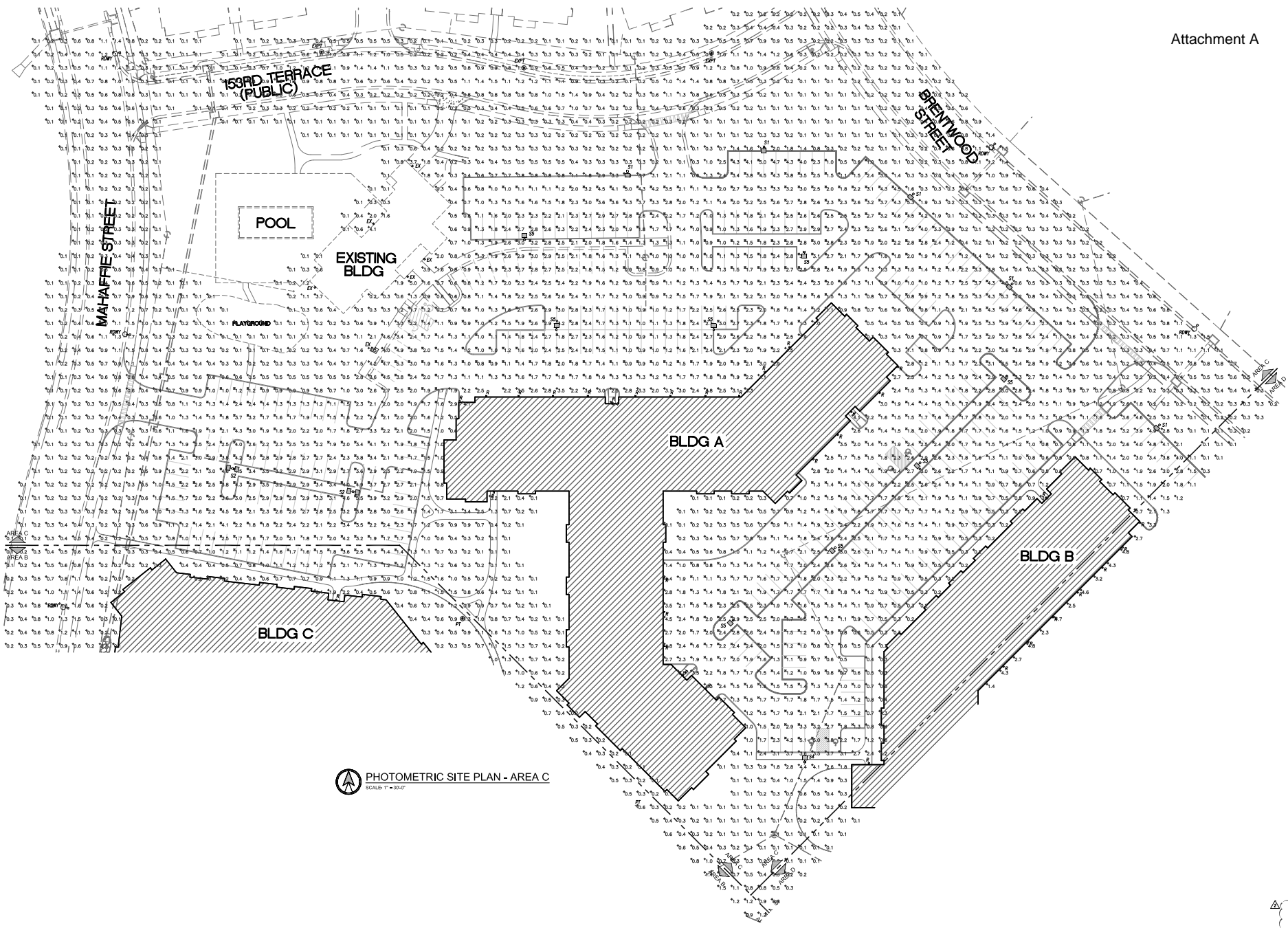


A NEW MULTI-FAMILY PROJECT FOR:
SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG
12.04.18 - PRE-APP MTD.
01.21.19 - DRAWING RELEASE



REVISIONS
03.04.19 - POP RESUB
03.20.19 - POP RESUB
DATE
March 20, 2019
JOB NO.
634818
DRAWN BY:
RKN
SHEET NO.
E1.02



SADDLEWOOD APARTMENTS

A NEW MULTI-FAMILY PROJECT FOR:

**18851 WEST 153rd COURT
OLATHE, KANSAS 66092**

DRAWING RELEASE LOG

12.04.18 - PREAPP MTL

01.21.19 - DRAWING RELEASE



REVISIONS

03.04.19 - POP RESUB

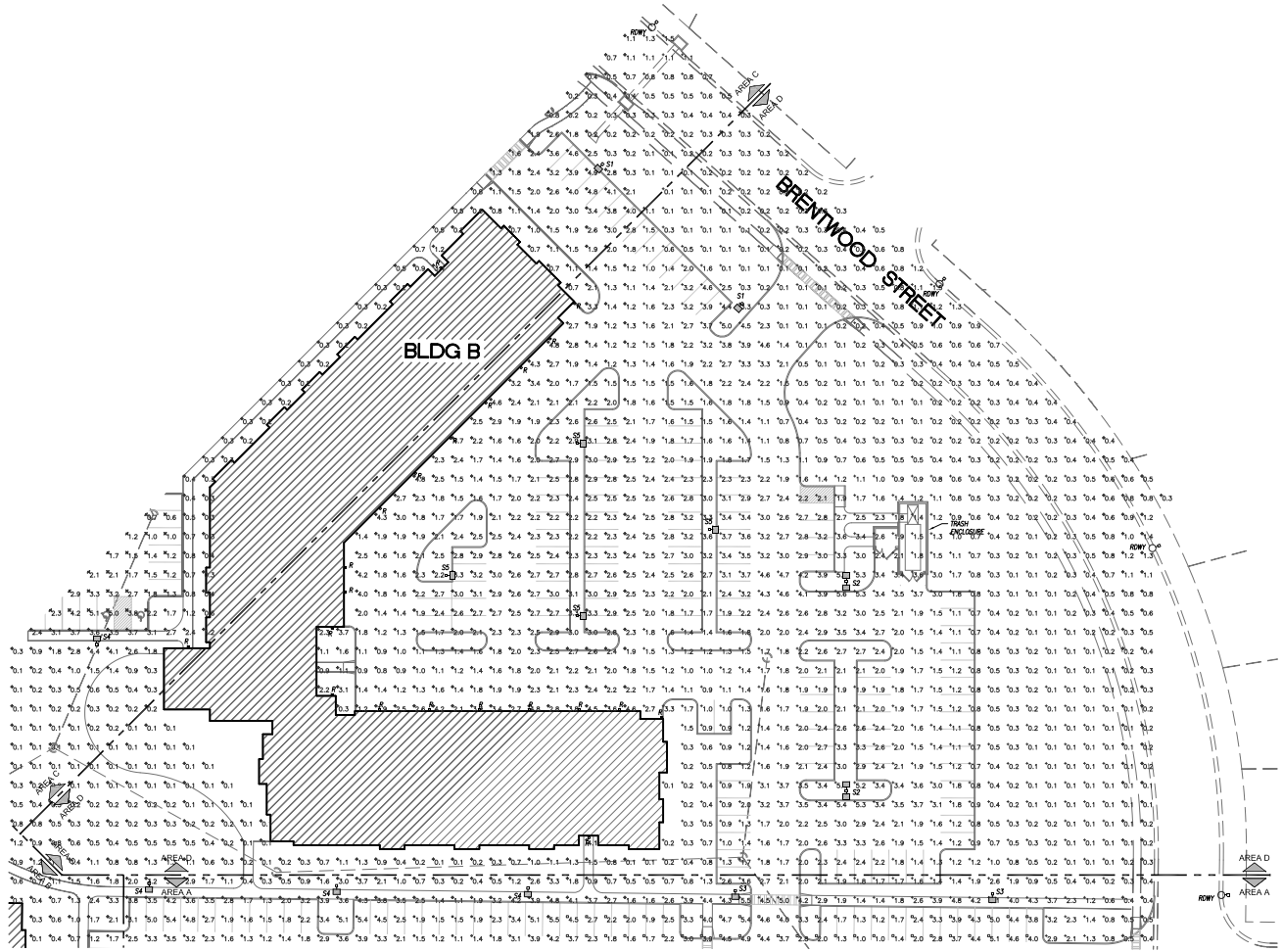
03.20.19 - POP RESUB

DATE
March 20, 2019

JOB NO.
634818

DRAWN BY:
RKN

SHEET NO.
E1.03



PHOTOMETRIC SITE PLAN - AREA D
SCALE: 1" = 30'-0"



1 PERSPECTIVE
AERIAL VIEW LOOKING SOUTHWEST
NTS

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A NEW MULTI-FAMILY PROJECT FOR:

SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG	
12.04.18	PRE-APP MTG.
01.30.19	POP SUBMITTAL
03.04.19	POP SUBMITTAL
03.20.19	POP SUBMITTAL

REVISIONS

DATE
March 20, 2019
JOB NO.
634818
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1 PERSPECTIVE
AERIAL VIEW LOOKING NORTHWEST
NTS

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A NEW MULTI-FAMILY PROJECT FOR:

SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG	
● 12.04.18	-PRE-APP MTG.
● 01.30.19	-POP SUBMITTAL
● 03.04.19	-POP RASUBMITTAL
● 03.20.19	-POP RASUBMITTAL

REVISIONS

DATE
March 20, 2019
JOB NO.
634818
DRAWN BY:
CEE/TAH
SHEET NO.



1 PERSPECTIVE
AERIAL VIEW LOOKING SOUTH
NTS

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A NEW MULTI-FAMILY PROJECT FOR:
SADDLEWOOD APARTMENTS
18851 WEST 153rd COURT
OLATHE, KANSAS 66092

DRAWING RELEASE LOG

- 12.04.18 -- PRE-APP MTG.
- 01.30.19 -- POP SUBMITTAL
- 03.04.19 -- POP REV SUBMITTAL
- 03.20.19 -- POP REV SUBMITTAL

REVISIONS

DATE
March 20, 2019
JOB NO.
634818
DRAWN BY:
CEE/TAH
SHEET NO.

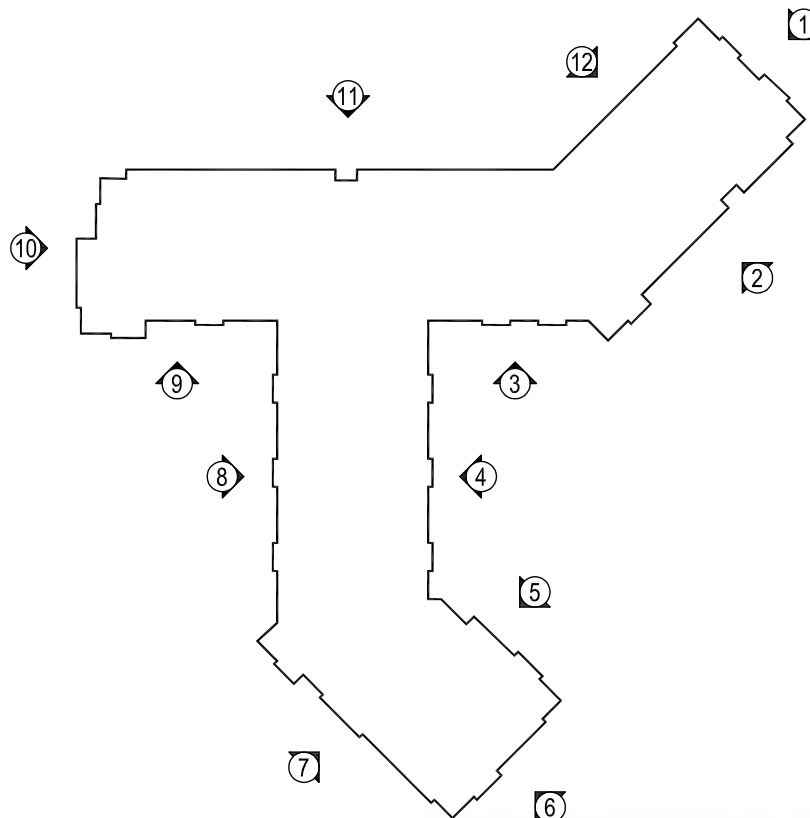
March 28, 2019

City of Olathe, Kansas
Plan Review Comment Responses

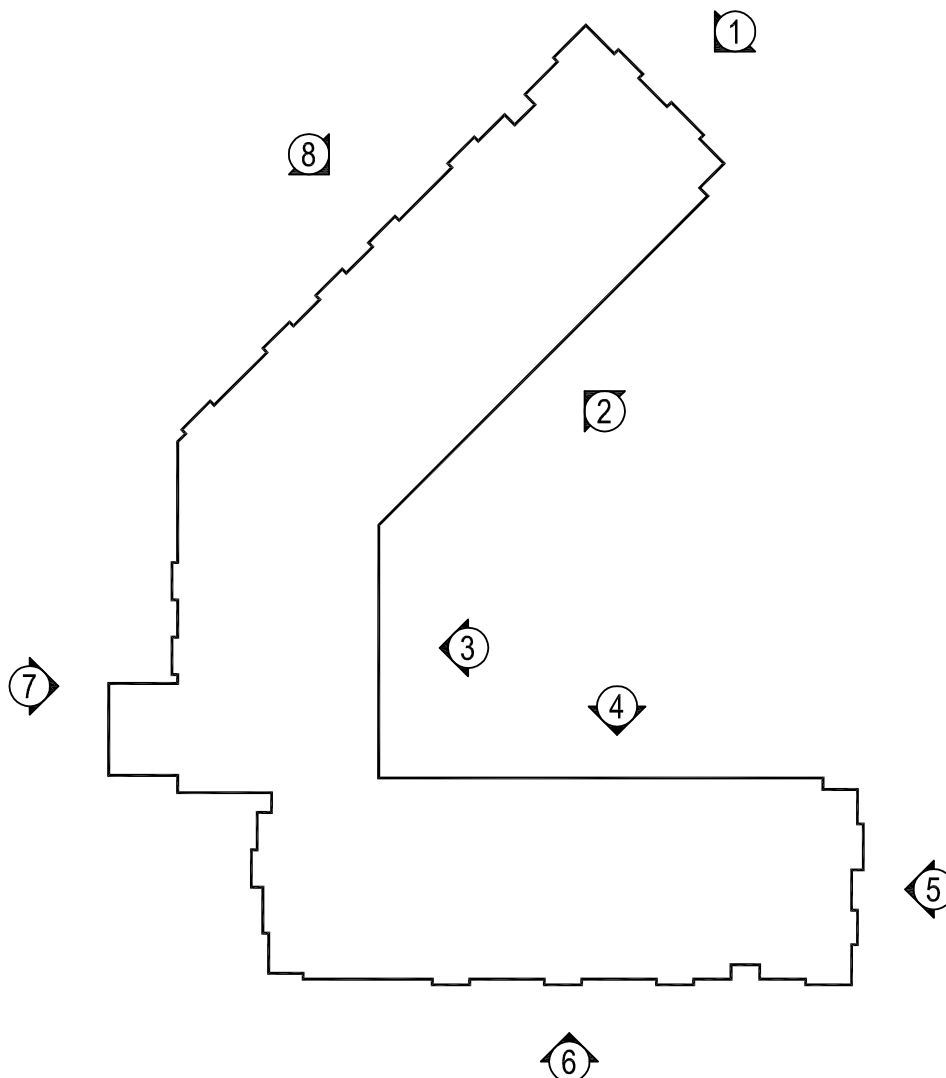
Saddlewood Apartments – Building Façade Material Percentages

Please use the table and key plans below for the percentage of materials by individual building for the Saddlewood Apartments development in Olathe, Kansas.

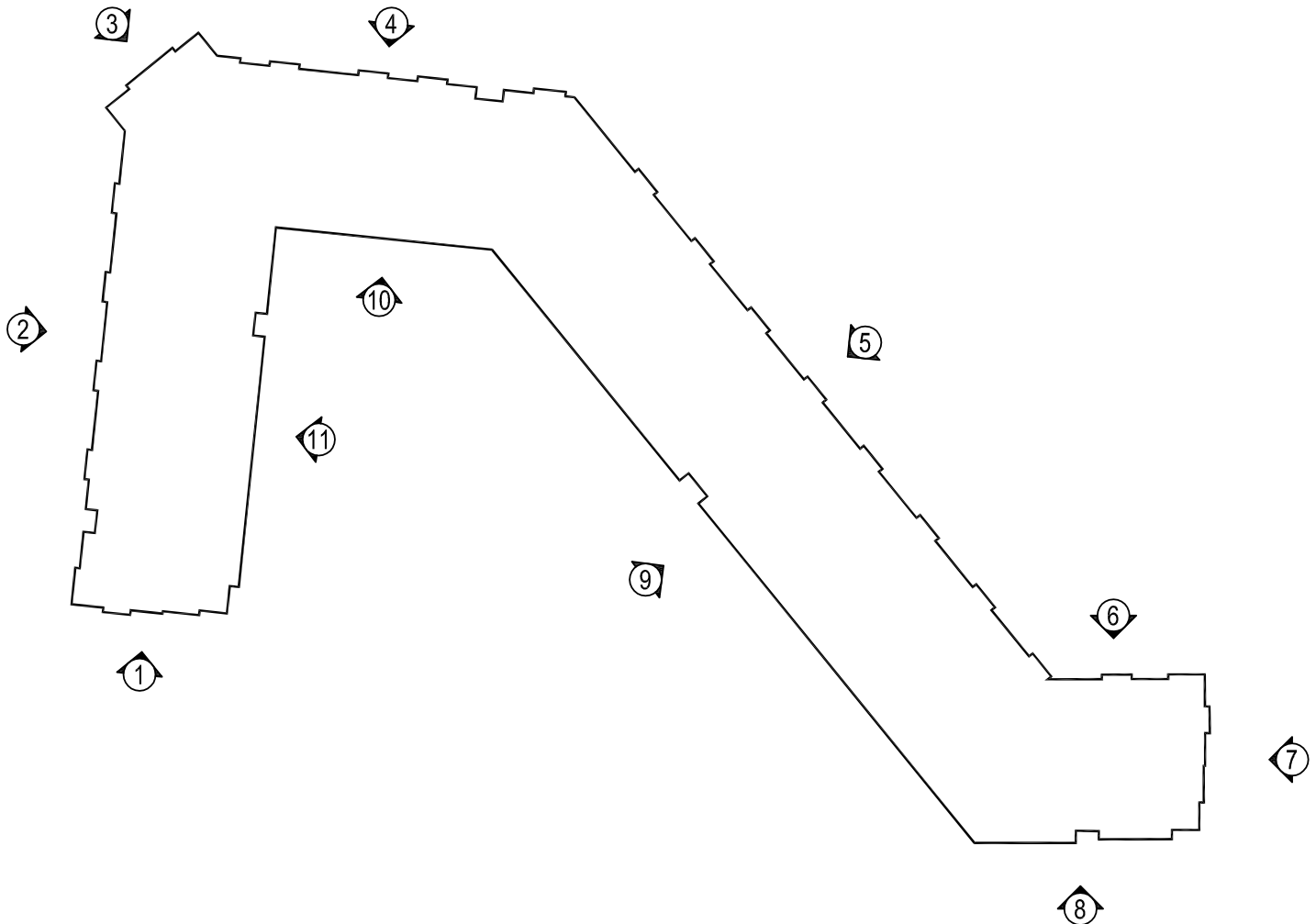
BUILDING 'A' MATERIAL PERCENTAGES						
ELEVATION	TOTAL MATERIAL S.F.	MATERIAL - STONE	MATERIAL - SIDING	MATERIAL - GLASS	PERCENTAGE CATEGORY 1	PERCENTAGE CATEGORY 2
ELEVATION 1	2,670 S.F.	1,071 S.F.	767 S.F.	832 S.F.	71%	29%
ELEVATION 2	4,901 S.F.	1,781 S.F.	1,399 S.F.	1,721 S.F.	71%	29%
ELEVATION 3	2,422 S.F.	670 S.F.	596 S.F.	1,156 S.F.	75%	25%
ELEVATION 4	3,902 S.F.	1,469 S.F.	910 S.F.	1,523 S.F.	77%	23%
ELEVATION 5	2,427 S.F.	707 S.F.	679 S.F.	1,041 S.F.	72%	28%
ELEVATION 6	2,950 S.F.	1,373 S.F.	751 S.F.	826 S.F.	75%	25%
ELEVATION 7	4,615 S.F.	1,656 S.F.	1,395 S.F.	1,564 S.F.	70%	30%
ELEVATION 8	5,145 S.F.	1,446 S.F.	1,526 S.F.	2,173 S.F.	70%	30%
ELEVATION 9	3,171 S.F.	867 S.F.	938 S.F.	1,366 S.F.	70%	30%
ELEVATION 10	2,950 S.F.	1,373 S.F.	751 S.F.	826 S.F.	75%	25%
ELEVATION 11	6,902 S.F.	2,402 S.F.	1,964 S.F.	2,536 S.F.	72%	28%
ELEVATION 12	3,241 S.F.	1,470 S.F.	703 S.F.	1,068 S.F.	78%	22%
OVERALL BUILDING PERCENTAGES					73%	27%



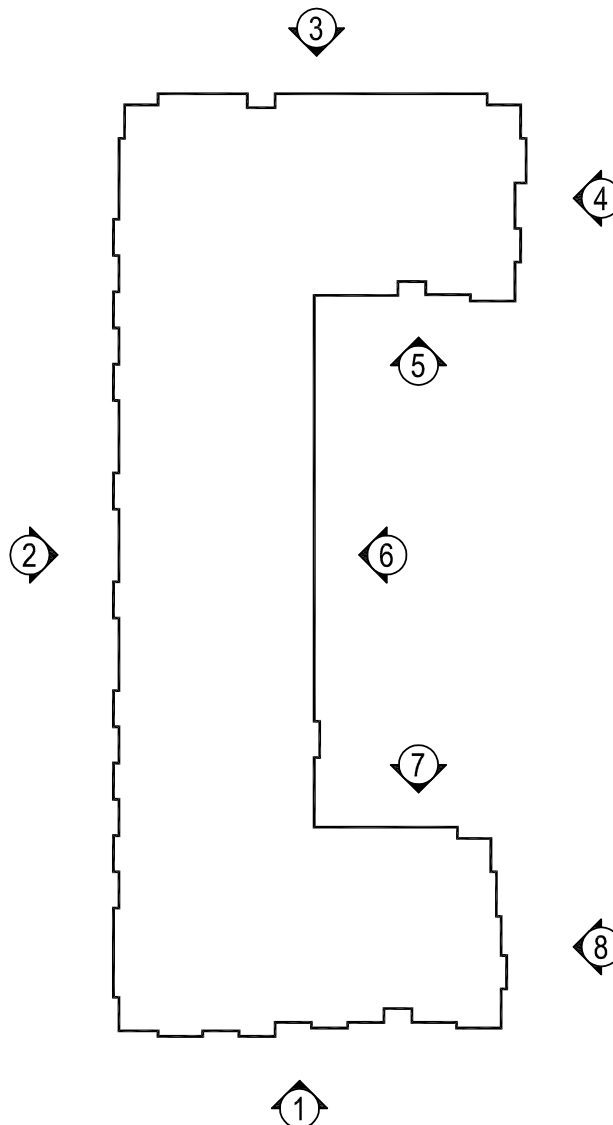
BUILDING 'B' MATERIAL PERCENTAGES						
ELEVATION	TOTAL MATERIAL S.F.	MATERIAL - STONE	MATERIAL - SIDING	MATERIAL - GLASS	PERCENTAGE CATEGORY 1	PERCENTAGE CATEGORY 2
ELEVATION 1	1,958 S.F.	821 S.F.	511 S.F.	626 S.F.	74%	26%
ELEVATION 2	3,646 S.F.	1,584 S.F.	1,055 S.F.	1,007 S.F.	71%	29%
ELEVATION 3	2,052 S.F.	856 S.F.	548 S.F.	648 S.F.	73%	27%
ELEVATION 4	5,471 S.F.	2,196 S.F.	1,649 S.F.	1,626 S.F.	70%	30%
ELEVATION 5	1,958 S.F.	821 S.F.	511 S.F.	626 S.F.	74%	26%
ELEVATION 6	7,418 S.F.	2,670 S.F.	2,226 S.F.	2,522 S.F.	70%	30%
ELEVATION 7	5,403 S.F.	1,723 S.F.	1,645 S.F.	2,035 S.F.	70%	30%
ELEVATION 8	4,562 S.F.	1,570 S.F.	1,247 S.F.	1,745 S.F.	73%	27%
OVERALL BUILDING PERCENTAGES					71%	29%



BUILDING 'C' MATERIAL PERCENTAGES						
ELEVATION	TOTAL MATERIAL S.F.	MATERIAL - STONE	MATERIAL - SIDING	MATERIAL - GLASS	PERCENTAGE CATEGORY 1	PERCENTAGE CATEGORY 2
ELEVATION 1	2,670 S.F.	1,071 S.F.	767 S.F.	832 S.F.	71%	29%
ELEVATION 2	7,811 S.F.	2,887 S.F.	2,042 S.F.	2,882 S.F.	74%	26%
ELEVATION 3	1,852 S.F.	570 S.F.	544 S.F.	783 S.F.	71%	29%
ELEVATION 4	4,965 S.F.	1,436 S.F.	1,418 S.F.	2,111 S.F.	71%	29%
ELEVATION 5	11,608 S.F.	3,616 S.F.	3,528 S.F.	4,464 S.F.	70%	30%
ELEVATION 6	2,198 S.F.	550 S.F.	550 S.F.	708 S.F.	75%	25%
ELEVATION 7	2,670 S.F.	1,071 S.F.	767 S.F.	832 S.F.	71%	29%
ELEVATION 8	3,545 S.F.	1,556 S.F.	989 S.F.	1,000 S.F.	72%	28%
ELEVATION 9	9,751 S.F.	3,533 S.F.	2,579 S.F.	3,639 S.F.	74%	26%
ELEVATION 10	2,769 S.F.	917 S.F.	691 S.F.	1,161 S.F.	75%	25%
ELEVATION 11	5,681 S.F.	1,683 S.F.	1,683 S.F.	1,909 S.F.	70%	30%
OVERALL BUILDING PERCENTAGES					72%	28%



BUILDING 'D' MATERIAL PERCENTAGES						
ELEVATION	TOTAL MATERIAL S.F.	MATERIAL - STONE	MATERIAL - SIDING	MATERIAL - GLASS	PERCENTAGE CATEGORY 1	PERCENTAGE CATEGORY 2
ELEVATION 1	6,923 S.F.	2,526 S.F.	2,088 S.F.	2,309 S.F.	70%	30%
ELEVATION 2	10,904 S.F.	3,675 S.F.	3,313 S.F.	3,916 S.F.	70%	30%
ELEVATION 3	5,514 S.F.	2,126 S.F.	1,679 S.F.	1,709 S.F.	70%	30%
ELEVATION 4	2,234 S.F.	722 S.F.	680 S.F.	832 S.F.	70%	30%
ELEVATION 5	2,507 S.F.	807 S.F.	726 S.F.	974 S.F.	71%	29%
ELEVATION 6	4,544 S.F.	1,775 S.F.	893 S.F.	1,876 S.F.	80%	20%
ELEVATION 7	3,368 S.F.	1,275 S.F.	944 S.F.	1,149 S.F.	72%	28%
ELEVATION 8	2,234 S.F.	722 S.F.	680 S.F.	832 S.F.	70%	30%
OVERALL BUILDING PERCENTAGES					71%	29%



**ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.**

Melissa Vancrum
mvancrum@rousepc.com
913-647-3211

March 20, 2019

VIA ELECTRONIC MAIL

Mr. Dan Fernandez
Planning Division
City of Olathe
PO Box 768
Olathe, KS 66051-0768

**Re: Waiver Requests – Saddlewood Apartments
Application No. RZ19-0001**

Dear Mr. Fernandez:

On behalf of the Applicant in the above-captioned matter, I respectfully request that waivers for the following Code requirements be approved (the "Waivers"):

1. Minimum parking setback from right of way of 30 feet of UDO Section 18.30.160 (F)(2).
2. Minimum landscaped buffer of 75 feet between zoning district R-4 and M-2 of UDO Section 18.30.130 (J).
3. Minimum landscaped buffer of 6 feet in height between zoning district R-4 and R-1 of the UDO Section 18.30.130 (J).

In general support of our requests, I offer the following:

We have met with Staff on two occasions and invited neighbors to two neighborhood meetings to collect feedback on the project. In response to this feedback, we are applying for a rezoning to the R-4 district but creating separation of the buildings from the street to create added distance from neighboring single family and multifamily residential uses. These site layout decisions are driving the need for certain waiver requests detailed herein.

As to each specific request, I also offer the following:

1. **Minimum parking setback from right of way of 30 feet of UDO Section 18.30.160 (F)(2) to 20 feet.**
 - A. Granting a waiver of the minimum parking setback from the right of way will not be contrary to the public interest and will not unnecessarily burden the City. The waiver is needed only for a portion of parking in the northeastern part of the development adjacent to the Brentwood right of way. This waiver is needed to accommodate a design requested by Staff and neighbors that pushes the buildings further back and puts parking adjacent to the street.
 - B. The resulting site layout is a higher quality development design that does not negatively impact neighboring uses. In fact, the waiver is needed to respond to requests of the neighbors to place buildings further back from the street.
 - C. The waiver will result in a site design arrangement in which impacts to adjoining residential uses will be further minimized through large building setbacks.

2. **Minimum landscaped buffer of 75 feet between zoning district R-4 and M-2 of UDO Section 18.30.130 (J) to 20 feet for Building D.**
 - A. Granting a waiver of the minimum landscaped buffer between zoning district R-4 and M-2 is not contrary to the public interest and will not burden the City. This waiver is being requested due to a change in building orientation at the request of neighbors to the south to create more separation between the multifamily uses.
 - B. The waiver will permit an alternative, higher quality site design with no negative impacts to neighboring residential or non-residential properties. The waiver increases the setback of the apartments to the villas to the south. It will decrease the distance between the apartments and the industrial drilling business to the west. However, the structures on the industrial property are located on the opposite end of the property and a fence and landscaped setback on the industrial lot already separate it from the property proposed for R-4 zoning.
 - C. Granting of the waiver will result in a site design arrangement in which adjoining residential properties will not be impacted and, in fact, will benefit from a greater setback.

3. **Minimum landscaped buffer of 6 feet in height between zoning district R-4 and R-1 of UDO Section 18.30.130 (J) to 3 feet.**
- A. Granting a waiver of the minimum landscaped buffer height between zoning district R-4 and R-1 is not contrary to the public interest and will not burden the City. The waiver is needed only for a portion of the development where single family homes are separated from the proposed buildings by not only the landscaped berm, but also Brentwood Street and proposed parking.
 - B. This waiver will permit a higher quality site design with no negative impacts to neighboring uses which are located across Brentwood from the requested location of the waiver. The proposed buildings have been set back from the street with parking in front so a 3-foot tall berm will adequately screen the parking closest to these uses. The waiver will permit additional parking to be built, minimizing potential impact to the neighbors.
 - C. The waiver will result in a site design arrangement in which impacts to adjoining residential uses are minimized through a berm tall enough to adequately screen parking, parking spaces provided above and beyond the UDO requirements and extended building setbacks from the street.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Melissa Vancrum

cc: Jim Ellis
Brad Hus
Aaron March
Rachelle Biondo

Memorandum

TO: File

FROM: Ms. Rachelle M Biondo

DATE: March 1, 2019

RE: Saddlewood Neighborhood Meeting – February 28, 2019

The Applicant/Developer of the proposed Saddlewood Apartment project held a neighborhood meeting on February 28, 2019 at 6:00 p.m. at the Wesleyan Church, 15320 Ridgeview Road, Olathe. Notice of the meeting was sent to property owners within 500 feet of the boundary of the proposed development on February 15, 2019. Approximately 25-30 people attended the meeting. A copy of the sign-in sheet is attached hereto.

Aaron March, counsel, Jim Ellis, applicant/developer, Clint Evans, architect, Jeff Skidmore, engineer and Rachelle Biondo, paralegal attended the meeting on behalf of the developer/applicant.

Aaron began the meeting by passing out the attached materials showing the previously approved site plan, the site plan submitted to the City with the original application and the revised site plan reflecting changes made in response to comments submitted on behalf of Bill Seiler, President - The Villas of Asbury Homeowners Association, Inc. The revised site plan will be submitted to the City with the formal resubmittal of plans.

Aaron introduced the team. He informed the group that the current Saddlewood Apartments is now owned by Mr. Ellis and his group. Improvements will be made to the existing complex (noted north of phase 1 on the site plan). Tonight's meeting is to inform the neighbors of the proposed new plan for phases 2, 3 and 4. He noted that the change that was made to address the Villa's of Asbury HOA comments was to flip the phase 4 building bringing it farther into the site and away from Brentwood, increasing the set-back from the south property line and orienting the back of the building along the west property line.

Aaron reviewed the elements of the current approved plan versus the new proposed plan highlighting the additional units, garage spaces, fewer surface parking spaces and more green space and amenities. He informed the group that rental rates will be \$900 - \$1400 per month.

Clint presented the new site layout, the location of planned amenities including the dog park and walking trail. He described the architecture and walked through the site line boards. A question was asked about the set-back from Brentwood of Building D (4-story building in Phase 4) and Clint responded that it was 80 feet, including an extensive landscape buffer.

March 4, 2019

Page | 2

Clint concluded the Developers presentation indicating these new apartments were to be a Class A, resort style property and that the target resident would be employees of Garmin and the hospital. He gave Ridgeview Falls as an example of the type of project the developer envisioned. He informed the group that the development team was continuing to work with the City on final architecture. Aaron then opened the meeting for questions.

Q: A neighbor wanted to confirm the setbacks and the step-down of the buildings; and wanted assurance that the neighbors will not be looking at a parking lot.

R: The setbacks were highlighted and the applicant confirmed that the buffer and landscape exceeded City requirements.

Q: A neighbor pointed out that 153rd Street (a public street) was used for street parking which creates issues.

R: The developer has added parking in the existing clubhouse complex near the sport court area. (see additional comments below regarding this issue)

Q: Timeframe of construction.

R: Construction of building A will start in December 2019 – Spring 2020; beyond that construction will be market driven

Q: Property west of development.

R: Owned by Hayes drilling; will not be removing existing trees located on that property

Q: Traffic study results.

R: Two collector streets allow for increase in traffic which, per the study, is minimal during AM/PM peak (approximately 30 additional cars); explanation of traffic analysis.

Q. Clarification of Building D, 4-story “step-down”.

R: Still visible from the North/South

March 4, 2019

Page | 3

Q: Clarification of garage locations

R: Under buildings

Q: Humane relocation of coyotes/wild life

R: Will be environmentally prudent

Q: Comment – existing buildings are in really bad shape; will any of this be Section 8 housing:

R: Developer has started working on improvements to the existing buildings and will continue; rents were increased; there has been tenant turnover; there will be more attention to detail. There will be no Section 8 housing.

Q: Parking

R: 690 spaces (exceeds code); 1.7 per unit including garages and surface parking)

Q: Trash collection sites

R: Internal pickup with trash compactor (only a few dumpsters)

Q: Will new through street be gated?

R: The street will be public right-of-way and will be built out as the phases are built out. Initially there will be a turnaround; further explanation of the site triangle at the Brentwood entrance.

Q: Will the hedging at Phase 4 remain

R: As much as possible will be kept.

March 4, 2019

Page | 4

Q: Will there be fencing at South side?

R: Developer will consider this request.

Q: Explain the differences with the R-3/R-4 Zoning and request to rezone.

R: R-4 allows for 4-story buildings and more units

Q: Did the developer consider turn lanes for Brentwood

R: There is not enough right-of-way to accommodate turn lanes

Q: Identify locations of the construction entrances.

R: Will study this and understand preference that entrances be from Mahaffee

Q: Will Buildings A and B have balconies that will allow them to see down into the residences?

R: A site line demonstrating this issue was presented showing minimal visibility because of the distance from the residences.

Q: Neighbors would like developer to join them in making a formal request to the City to have no parking zones on 153rd Terrace, 154th and 155th .

R: Developer will support this request, but realizes that this issue will need to be addressed by City Staff and City Council.

Q: Can the residents use the dog park and pool located in the apartment complex?

R: Developer will consider this request.

March 4, 2019

Page | 5

Q: Comments regarding parking calculations, how many spaces will be needed per unit; concern over parking overflow into street.

R: Developer believes the parking will adequately serve apartments

Q: How long will it take to build the first building

R: 12-16 months.

Q: Has the developer addressed drainage issues.

R: The existing regional basin will be adequate with the developers proposed plans.

Q: Can the through street be build out now rather than phased?

R: Developer will consider.

Q: Comment – was the developer aware of the new 2-story senior housing project.

R: City Staff made the Developer aware of this project.

The group asked the developer to give a brief history of his local ties and experience as a builder. They indicated they appreciated the quality of the project.

Aaron concluded the meeting by explaining the process, including the final plat and final plan applications which provide for further accountability.

REVISED FINAL DEVELOPMENT PLAN SADDLEWOOD APARTMENTS FIRST PLAT

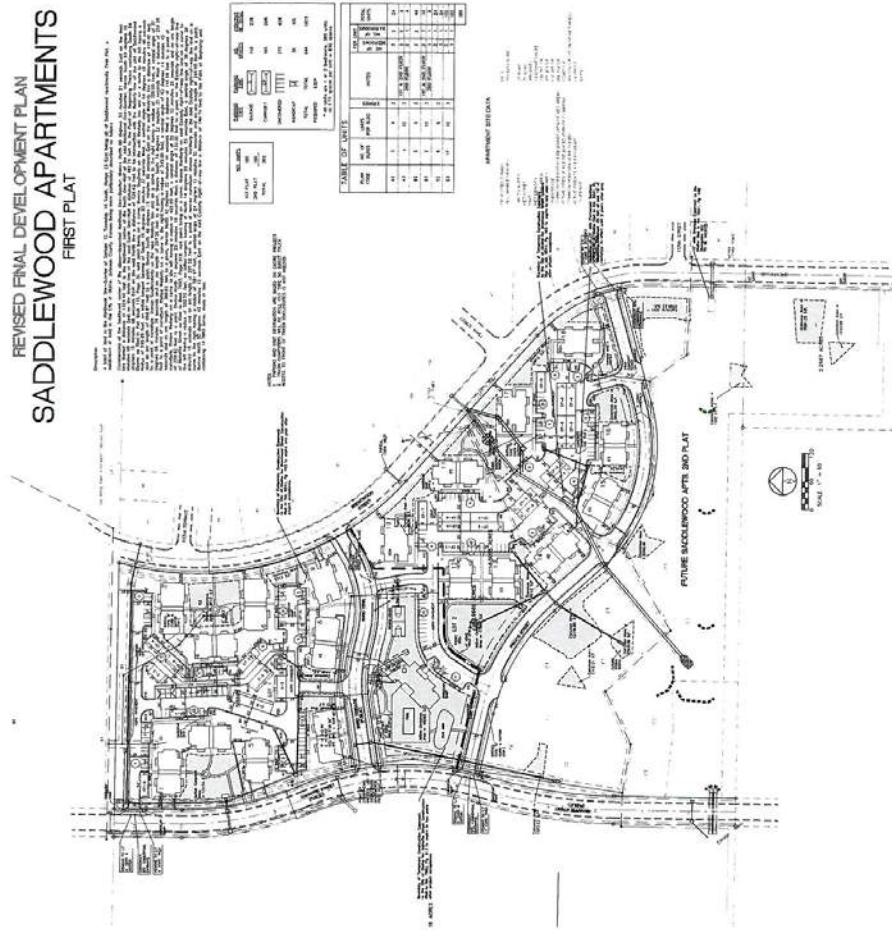
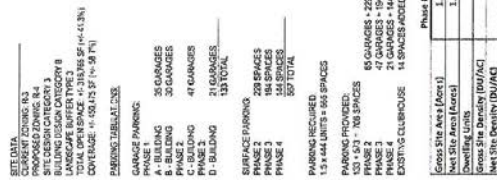


TABLE OF LOTS		TABLE OF LOTS	
Lot	Area	Lot	Area
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2	1.00	2	1.00
3	1.00	3	1.00
4	1.00	4	1.00
5	1.00	5	1.00
6	1.00	6	1.00
7	1.00	7	1.00
8	1.00	8	1.00
9	1.00	9	1.00
10	1.00	10	1.00
11	1.00	11	1.00
12	1.00	12	1.00
13	1.00	13	1.00
14	1.00	14	1.00
15	1.00	15	1.00
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NSPJ ARCHITECTS
18851 W. 153RD COURT | OLATHE, KS
SADDLEWOOD APARTMENTS | PREVIOUSLY APPROVED SITE PLAN

6/12/2018



NSPJ
ARCHITECTS.
NSPJARCH.COM

SADDLEWOOD APARTMENTS | SITE RENDERING

18851 W 153RD COURT | OLATHE, KS



SITE DATA:
CURRENT ZONING: R-3
PROPOSED ZONING: R-4
BUILDING DESIGN CATEGORY: B
LANDSCAPE BUFFER TYPE: 3
TOTAL LOT AREA: 10.0 AC (432,000 SQ FT) (41.3N)
COVERAGE: 44.8% (191,367 SQ FT)

PARKING TOLERATIONS:
GARAGE PARKING:
PHASE 2: 20 GARAGES
PHASE 3: 20 GARAGES
PHASE 4: 20 GARAGES
D - BUILDING: 27 GARAGES
537 TOTAL

SURFACE PARKING:
PHASE 2: 228 SPACES
PHASE 3: 155 SPACES
PHASE 4: 155 SPACES
538 TOTAL

PARKING REQUIRED:
15 x 444 UNITS = 666 SPACES
PARKING PROVIDED:
138 x 881 = 666 SPACES

PHASE 2:
85 GARAGES + 228 SURFACE = 313 (251 REQUIRED BY PHASE)
4 GARAGES + 162 SURFACE = 206 (228 REQUIRED BY PHASE)
14 SPACES ADDED (NOT INCLUDED IN TOTAL)

	Phase I	Phase II	Phase III	Phase IV	Total Site
Gross Site Area (Acres)	1.70	7.34	6.14	3.50	18.68
Net Site Area (Acres)	1.64	6.97	5.88	3.38	17.87
Building Units	-	24,820	24,296	24,526	73,642
Gross Site Density (DU/AC)	-	24,820	24,296	24,526	73.38
Net Site Density (DU/AC)	-	26.85	26.76	31.53	25.25

SADDLEWOOD APARTMENTS | SITE RENDERING

18851 W. 153RD COURT | OLATHE, KS





NSPJ

ARCHITECTS_{PA}

Attachment A

Date: 02/28/19

Project Name: Saddlewood Apartments

Project #: 634818

Location: Wesleyan Church: 15320 S Ridgeview Rd, Olathe, Kansas

Meeting Attendee List

Name	Address	Phone	Email
John James	15576 Brentwood Unit #1800	816-225-2629	jejames59@gmail.com
Paul & Peggie Miller	155528, Breckwood #1702	913-768-7639	papemiller@gmail.com
Cindi Cramer	18426 W 154th Terr	913390918	cindiob@aol.com
Gene Cramer	15402 S. Hillside St	913-829-7171	-
Phil Gehrt	18715 W 153rd Terr	913-827-7430	p1gehr@gmail.com
James Van Booven	18342 W 155th St	816 668 8809	james@vanbooven.com
MARTIN DUNLAP	1844 S CHURCH 1201 OLATHE, KS 66062	913-481-3083	mh.dunlap76@gmail.com
Suzanne Waterman	15597 S. Church #1900 ST. OLATHE 66062	913-780-5849	sbeatrizwaterman@yahoo.com
Dennis Spotts	15597 S. Church St UNIT #1900 OLATHE KS 66062	913-645-5543	dspottsp@olathe-schools.org
Rhonda McGraw Larry McGraw			

Date: 02/28/19

Project Name: Saddlewood Apartments

Project #: 634818

Location: Wesleyan Church: 15320 S Ridgeview Rd, Olathe, Kansas

Meeting Attendee List

Name	Address	Phone	Email
Gloria J Rowlett	155575 Hillside Unit 4000 Olathe, KS 66062	913-271-6205	gljrow@yahoo.com
Christal & Pat Stearl	18444 W. 153rd Olathe 66062	913 201-8012	ChristalStearl@hotmail.com
Karin Brownlee	14725 Schalet Dr Olathe 66062	913-484-3255	karin@karinbrownlee.com
Taberie & Curtis Kramer	15422 S Hillside St Olathe 66062	913 530 7434	taberie-13@hotmail.com



NSPJ

ARCHITECTS PC

Attachment A

Date: 02/28/19

Project Name: Saddlewood Apartments

Project #: 634818

Location: Wesleyan Church: 15320 S Ridgeview Rd, Olathe, Kansas

Meeting Attendee List

Name	Address	Phone	Email
Tyler Nunemaker	18302 W 155 th St	816-645-8757	tanmaker1@gmail.com
Margaret Anderson	15557 S Hillside St Unit 4003	913-426-0137	sewpanderson@yahoo.com
Deb DeMars Saddlewood Downs HOA President	15450 S. Hillside	913 526.4552	debra.demars @gmail.com

From: [Paul & Peggie Miller](#)
To: [Dan Fernandez](#)
Subject: Re: Saddlewood Proposed Rezoning & Modified development plan case# R219-0001
Date: Saturday, March 23, 2019 3:43:28 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Dear Dan,

We have received a little more information from the developer via our board president. While we do appreciate some of the changes, we do not believe they have gone far enough. We continue to be concerned about the plan for 4 story buildings specifically the one marked building D in phase 5. There do not appear to be any other buildings that tall in the surrounding area with the exception of Garmin. We also are still concerned about the total number of units allowed when changing from R3 to R4. We do not believe the change in height and density is good for the neighborhood. Addressing specifically the 3.55 acres in phase 5 - after looking at the new drawing, the developer has moved the building further to the north allowing more green space, which is great, however, this still requests a 4 story building and moves the entrance to the apartments to the very south edge of their property. That would create more traffic on an already busy Brentwood and create a lot more noise for the units on the north side of building 17 in Asbury Villas.

We would continue to hope that you would deny the developer his petition to change the zoning for this project.

Yes, we would like our concerns/email included in the Planning Commission packet.

Again, thank you for for time and consideration in this matter.

Paul & Mary Miller
 15552 S Brentwood #1702
 Olathe, KS 66062
 913-768-7639

On Tue, Mar 12, 2019 at 12:54 PM Dan Fernandez <DJFernandez@olatheks.org> wrote:

Good afternoon Mr. and Mrs. Miller. Thank you for the email concerning the proposed Saddlewood Apartment project. I met with the applicant this morning about further revisions to the plan which still includes a 4-story building along Brentwood but the setbacks have been increased from the Villas.

The applicant is going to reach out to the residents again to show them the revised plan. After reviewing these revised plans, please reach out to me again if you don't mind and let me know if you would like this email included in the Planning Commission packet. As a result of the proposed revisions, this case will not be on the March 25 Planning Commission agenda. The applicant is shooting for the April 8 agenda but we should now the date for sure in the next few days.

Please let me know if you have any questions.

Thank you,

[Dan Fernandez](#), *City Planner II*

(913) 971-8664 | OlatheKS.org

Public Works | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



From: Planning Contact <PlanningContact@OLATHEKS.ORG>

Sent: Monday, March 11, 2019 12:13 PM

To: Dan Fernandez <DJFernandez@OLATHEKS.ORG>

Subject: FW: Saddlewood Proposed Rezoning & Modified development plan case# R219-0001

From: Paul & Peggie Miller <papemiller@gmail.com>

Sent: Sunday, March 10, 2019 03:50 PM

To: Planning Contact <PlanningContact@OLATHEKS.ORG>

Subject: Saddlewood Proposed Rezoning & Modified development plan case# R219-0001

Olathe Planning Commission,

We would like to voice our concerns about the rezoning of part of the above listed project - **specifically the 3.55 acres listed as phase 5 of the project.** Phases 2, 3 and 4 are in the interior of their property and we personally do not have concerns about those pieces being changed to R4.

We live in Asbury Villas - building 17, which is directly south of this piece of property. It is a one story four-plex. We have lived here 13 years.

We would hope that this specific piece of land could act as a buffer between the proposed apartment buildings and our 1 story building. We believe a building preferably no higher than 2 story R3 would be a better fit for the entire neighborhood.

A change from R3 to R4 could increase the number of units to about double on a relatively small parcel of land.

We understand there is a 2-story retirement building also being planned for the neighborhood. This would be on the east side of Brentwood, directly across from the 3.55 acres and just to the north of Asbury Villas. A lower apartment on the west side of Brentwood would help in making the transition more uniform for the area.

We would respectfully request that you deny this portion of the rezoning for Saddlewood apartments and that you would also deny the waivers requested. We believe the city has designed the codes for the benefit of all Olathe residents and a waiver to build larger, more dense, more profitable apartments is not in the best interest of the neighboring community.

Thank you for your consideration.

Paul & Mary Miller

15552 S Brentwood St. #1702

Olathe, KS 66062

913-768-7639

From: [Planning Contact](#)
To: [Dan Fernandez](#)
Subject: FW: Proposed expansion of the Saddlewood Apartment complex
Date: Tuesday, April 02, 2019 1:11:45 PM

From: Victoria Klein <toriklein1@gmail.com>
Sent: Monday, April 01, 2019 5:40 PM
To: Planning Contact <PlanningContact@OLATHEKS.ORG>
Subject: Proposed expansion of the Saddlewood Apartment complex

April 1, 2019
Case No. RZ10-0001

To whom it may concern,

I am writing with concerns for the upcoming hearing on April 8, 2019 regarding the zoning changes requested by Saddlewood Apartments. It was my understanding when I purchased my home at 15424 S Annie St, Olathe, KS 66062, that the complex once completed with phase 2-5 would only be a 2 story multi family unit. While I understand that the complex has increased the number of parking spaces from their original plan, I still do not feel that ample parking will be available if they are permitted to build the 3 & 4 story units they are requesting. Their "market research" that indicates that their key demographic prefers not to own vehicles in exchange for public transportation, or ride share services is not a valid reason to decrease the ratio / unit of parking as compared to their existing buildings. At their current ratio, their tenants and their guests regularly park across Brentwood St. in the Saddlewood Downs neighborhood. Saddlewood Downs neighborhood HOA rules prohibit homeowners from parking in the street overnight, why in the world would it be acceptable for apartment tenants to park there.

I also have concerns for myself and my fellow neighbors who purchase homes knowing the aesthetic changes to come. We did not sign on to look at a 4 story monstrosity out our bedroom windows. I am not sure at this point exactly how this will impact my yard personally, but it is possible that the building will block all afternoon sun from my back yard, but absolutely will for many of my friends and neighbors.

I trust you will make the best decision for our neighborhood, and protect the community we were drawn to when making our decision to live in Olathe.

Sincerely,
Victoria Ziegler Homeowner
15424 S. Annie St.
Olathe, KS 66062

Olathe Planning Commission
City of Olathe
Planning Division
P.O. Box 768
Olathe, Kansas 66051-0768

April 1, 2019

Reference: Case No. RZ19-0001

Members of the Planning Commission:

I am writing this letter to state my opposition of the afore-mentioned request for rezoning, Case No. RZ19-0001. The pending request is to rezone property generally described as being at 154th and Mahaffie streets. The request is to rezone this property from the current RP-3 zoning to RP-4 zoning. The developer has proposed building a 3- and 4-story apartment complex on the unoccupied land directly west of Saddlewood Downs, containing 444 new apartments.

My key area of opposition to the developer's rezoning request is the height of the proposed buildings, but my concerns also include the amount of available parking and increased traffic flow on Brentwood.

The proposal includes three 4-story buildings, and one 3-story building. Two of the buildings immediately adjacent to Brentwood would be 4-story buildings. **I strongly believe that is inappropriate to permit the building of 4-story buildings (of any type) directly across the street from one and two story single family homes.** I can't imagine that anyone believes it will be good for our homeowners to sit on their patios and look directly across Brentwood Street at a 4-story apartment building.

The existing Saddlewood Apartments buildings are no taller than 2-story buildings immediately adjacent to Brentwood, while the 3-story buildings are on the Mahaffie side of the complex. Thus, the visual impact of these 3-story structures was minimized by placing them on Mahaffie Street, farther away from our existing one and two story single family homes. This will not be the case if the rezoning request is approved.

The proposed expansion to the apartment complex includes a significantly lower ratio of parking spaces per apartment than the existing apartments, which will presumably make the parking situation worse (we currently experience overflow and/or visitor parking on 153rd Terrace within the Saddlewood Downs subdivision). In their February 28 presentation, the developer stated that they relied heavily on a nationwide study that indicates millennials (their target lessors) are less inclined to own vehicles and are more likely to rely on public transportation and Uber/Lyft for commuting and shopping-something we believe is arguable in our suburban metropolitan area. Their plans note that they are including more parking spaces than the minimum of 666 spaces required by code (which may in fact be the case) but current parking is insufficient or only marginally sufficient, and will be exacerbated by the addition of this much larger project.

I have been an Olathe resident for 33 years, and a Saddlewood Downs homeowner for more than 13 years. I love Olathe and the area in which I live. I trust the Planning Commission will fairly consider my, as well as other property owner's, concerns and deny the proposed rezoning quest from RP-3 to RP-4 as requested in Case No. RZ19-0001.

Regards,

Philip Gehrt
18715 W. 153rd Terrace
Olathe, Kansas 66062
Project Name: Saddlewood

April 1, 2019

City of Olathe
Planning Division
P.O. Box 768
Olathe, KS 66061-0768

Delivered via email: planningcontact@olatheks.org

Re: Four-story Apartment Complex Proposed on Brentwood Across from Saddlewood Downs

Dear Olathe Planning Commission:

The Saddlewood Downs Homeowners Association and residents of Saddlewood Downs were made aware of the proposed development of an apartment complex located on the west side of Brentwood between 153rd Terrace and 155th Street. Several members of the Saddlewood Downs neighborhood attended a formal presentation held on February 28 and we have had direct communication from the developer's attorney.

As a community of homeowners, the focus of Saddlewood Downs Homeowners Association (Saddlewood HOA) is to maintain architectural standards, promote safety and security within our neighborhood and uphold decisions that protect the investments of homeownership. The developer's proposed apartment complex and requested rezoning will have an impact on each and every resident of the Saddlewood Downs subdivision.

Saddlewood HOA's key concerns regarding the proposed apartment development:

- Height of the proposed buildings
- Amount of available parking
- Increased traffic flow on Brentwood
- View-blocking berms and landscaping

Height of the Proposed Buildings

We understand the proposed development to include three 4-story buildings, and one 3-story building. Two of the buildings immediately adjacent to Brentwood would be 4-story buildings. The existing Saddlewood Apartments buildings are no taller than 2-story buildings immediately adjacent to Brentwood, while the 3-story buildings are on the Mahaffie side. Saddlewood Downs' homeowners whose property backs on the Brentwood will be directly across the street from the proposed 4-story apartment building.

Height of the 4-story buildings, even with a proposed step-down to three stories at the end of the building, will result in decreased environmental views and decreased privacy for those homeowners whose property backs on to Brentwood.

Amount of Available Parking

Documentation provided by the developer stated that the existing Saddlewood Downs apartment complex (Phase I) has 92 dwellings/196 bedrooms with 205 parking spaces—a ratio of 2.23 parking spaces per dwelling (1.05 parking spaces per bedroom).

Information we gathered from the February 28 presentation from the developer stated that the proposed plan of 444 dwellings/760 bedrooms would include 690 parking spaces—a ratio of only 1.55 parking spaces per dwelling (0.91 parking spaces per bedroom). This is a decrease in available parking from the existing Saddlewood Woods Downs Phase I apartment complex. We understand that a recent design change, which includes removal of a street at 155th, will potentially increase the number of parking spaces. We ask for additional clarification of the number of actual parking spaces proposed by the developer.

Olathe has limited access to bus service (one route from Olathe Medical Center across 151st) and rapid transit is non-existent in south Johnson County. Car-free households are more likely to exist in densely-populated urban areas or areas where light rail and rapid transit are readily available. Residents of Olathe are vehicle-reliant.

The developer believes Olathe residents will rely less on vehicles, relying on a nationwide study that indicates millennials (the target lessors) are less inclined to own vehicles and are more likely to rely on public transportation and Uber/Lyft for commuting and shopping. However, the statistics for vehicle ownership in Olathe, KS prove otherwise.

According to 2016 statistics on vehicle ownership, Olathe households average 2.01 vehicles, with only 2.7% of Olathe households having no access to a vehicle. In fact, between 2015 and 2016, more Olathe households reported vehicle ownership, as the number of Olathe households without cars dropped from 4.6% in 2015 to 2.7% in 2016.¹

Lack of parking on the apartment complex property will drive apartment residents and their visitors to use the adjoining streets in Saddlewood Downs for parking. This situation already occurs with the residents/visitors at the existing Saddlewood Downs apartments. Although residents may choose to use Uber or Lyft, lack of public transportation and number of households who own at least two cars in Olathe demonstrates the need to address adequate parking. Providing parking solutions for the proposed apartment complex is critical to keep our city streets, and the adjoining streets at Saddlewood Downs, clear and safe for our families.

Increased Traffic Flow on Brentwood

Based on the volume of new residents, traffic will increase on Brentwood, adding noise and congestion especially during the morning drive and evening drive times. Saddlewood HOA is concerned about safe ingress and egress from the apartment complex and Saddlewood Downs. We appreciate clarification on steps taken to provide safe access to both sides of Brentwood.

View-blocking Berms and Landscaping

The developer's plan showed view-blocking berms and landscaping on the apartment property on the west side of Brentwood. Berms and landscaping create a barrier to the street and diminish sound from the high-density apartment complex. Additionally, landscaping must be planted to screen views from the apartments to the neighboring backyards of Saddlewood Downs' single family homes. The height of the proposed apartment buildings will give an apartment dweller a line of sight into the backyard of homeowners to the east. Saddlewood Downs HOA requests that the developer's plans consider extending landscaping on the east side of Brentwood, with addition of trees to maintain the

privacy of the Saddlewood Downs single family homeowners. We believe this addition to the plan will go a long way to help ease the transition for Saddlewood Downs' homeowners.

Summary

In summary, Saddlewood Downs HOA asks for additional clarification of the number of actual parking spaces proposed by the developer. We also ask the developer to re-consider the parking configuration to allow for a similar ratio of parking spaces as the existing Saddlewood Downs apartments (Phase I). We also ask the developer to consider extending the landscaping efforts to the east side of Brentwood to include trees to provide an effective barrier against increased street noise and privacy to homeowners' backyards. Saddlewood HOA welcomes the opportunity to collaborate with the developer on a landscaping plan for the east side of Brentwood.

As representative for the Saddlewood Downs Homeowners Association, I have articulated our concerns about the proposed apartment complex on Brentwood. We thank the Planning Commission for your willingness to read and consider our position on this proposed development.

With regards,



Debra L. DeMars
President
Saddlewood Downs Homeowners Association
Email: Board@SaddlewoodDowns.com

References:

1. Vehicle Ownership in U.S. Cities, Olathe, Kansas. Retrieved from <https://www.governing.com/gov-data/car-ownership-numbers-of-vehicles-by-city-map.html>

April 1, 2019

Olathe Planning Commission
City of Olathe
P.O. Box 768
Olathe, KS 66051-0768

RE: Case No. RZ19-0001
154th & Mahaffie Rezoning Request from RP-3 to RP-4

Planning Commission Members:

This letter is to document my absolute opposition to the referenced rezoning request which allow 4-story apartment buildings to be built on property now zoned for no more than 3-stories.


My wife and I have resided at our current location in Olathe for nearly 9 years. The back of our property faces Brentwood Street directly across from the proposed building site. From the time we purchased our home, we anticipated the land across Brentwood from us would one day be developed. However, I would submit that 4-story apartment buildings are not appropriate on the property nearest Brentwood. I am not looking forward to being on our backyard patio looking directly at a 4-story apartment building, and likewise, having numerous apartment balconies with a view looking down into our backyard. I see this as being detrimental to property values of single family homes along Brentwood.

In addition to the negative aesthetic effect of 4-story buildings, I feel adding this additional resident density to this area is not desirable. I have read the verbiage regarding this density issue and the traffic/parking effect. I do not accept the notion that many residents of these new apartments will not own cars. In this area of Johnson County, I do not see significant use of public transportation. Even from the existing Saddlewood Apartments we experience parking along 153rd Terrace by residents and/or guests of the existing Phase I of Saddlewood Apartments.

To state it clearly, my opposition is to the construction of 4-story apartment buildings directly across Brentwood Street from existing single family residences.

I respectfully request that you consider my input and deny the rezoning request from RP-3 to RP-4 as proposed in Case No. RZ19-0001.

Thank you for your consideration

Sincerely,

Paul Bowsher
18745 W. 153rd Terr
Olathe, KS 66062

April 2, 2019

RE: Four-story apartment complex proposed next to Saddlewood Downs

Dear Planning Commission,

This letter is in regard to the proposed expansion of the Saddlewood Apartments of Phases 2, 3, and 4 for a 3- and 4-story apartment complex on the unoccupied land directly west of Saddlewood Downs.

I recently moved here from Memphis, TN after the passing of my mother. My objective was to move to be closer to family when realizing how short life was following a near death car accident of my Aunt just down 169 from here (at 175th street). I was so pleased to find a nice home in a quiet subdivision surrounded by kind neighbors. Less than 9 months later I am being notified of a proposal to change all of that.

I am writing this letter to hopefully make an impact on the decision to NOT allow the re-zoning of the land from R-3 Residential Low-Density Multifamily, which allows a density of 12 dwelling units per acre, to R-4 Residential Medium-Density Multifamily, which allows development of up to 18 to 29 dwelling units per net acre, depending on other factors.

Here are my reasonings:

- 1) **Parking** -The latest revision of the proposed plan (for Phases 2, 3, 4, and 5) has 835 parking spaces, 444 dwellings, and 760 bedrooms. That's a ratio of only 1.88 parking spaces per dwelling, and just under 1.10 parking spaces per bedroom. This is an increase from their previous proposals and is an increase in the number of parking spaces per bedroom but is still a decrease in the number of parking spaces per dwelling unit compared to the existing complex. In the February 28 presentation, the developer stated that they relied heavily on a nationwide study that indicates millennials (their target lessors) are less inclined to own vehicles and are more likely to rely on public transportation and Uber/Lyft for commuting and shopping-something we believe is arguable in our suburban metropolitan area.
- 2) **Increase Traffic** – Obviously, with more cars comes more traffic. And counting on a suburban area to not have their own transportation and rely on Uber/Lyft is unrealistic. This would make Brentwood a main thoroughfare for traffic to and from 159th and Rigdevue. It doesn't seem like Brentwood was purposed for a main road, but instead a quiet side street.
- 3) **Noise** – With heighten traffic comes increased noise. Loud cars, motorcycles, and the simple residential noise that will come from the living community of the apartment complex. A 2-story building is vastly different than a 4-story building. More people = more noise. It's a simple fact.
- 4) **Height of Apartments** – Again, a 2-Story proposal is vastly different than a 4-story complex. The views that a 4-story complex will obstruct are undeniable. They can be an eye-sore from afar, where on the other side, a 2-story complex are not as offensive. From a 2-story home looking out our windows at a 4-story complex will indisputably impact the residents of Saddlewood Downs subdivision.
- 5) **Crime** – People who own their homes are invested in the long-term success and safety of a community, people who rent apartments are merely short-term transients. Unless the rental cost of each unit is also proposed to increase significantly from the current 999.00-1200.00 range, this amount of low-income families attracted to this area, and increase number of units, can only bring more crime to Olathe and the residents of Saddlewood Downs subdivision.

Increasing the rent to the 1700.00-1900.00 range would significantly benefit, not only the complex, the area but also the value of our homes.

- 6) And finally, and maybe most only second most important to crime, DECREASE VALUE OF OUR HOMES – To the point mentioned above, by building low to middle income apartments in such a massive, magnificent over-crowding can only devalue the home values of the entire subdivision of Saddlewood Downs and letting down the residents that have invested in such property. To put our community at risk of this is ultimately only harming the city of Olathe by pushing residents out of the area to more established areas. I know speaking for myself, if this pass, I will sell and will move to a location such as Leawood where the property value holds.

I hope you will take the current residents' full points of view into respectful consideration before taking away their existing lifestyle to gain a few additional apartment rental units. Look, I know it is more than that but I also know that to the residents', the original plan was already approved at an R-3 zoning approval and I think it only appropriate to keep it as such.

Thank you,

Paula Ebling
15453 S Hillside Street
Olathe KS 66062

WILLIAM H. SEILER, JR.
15554 S. HILLSIDE ST., UNIT 3903
OLATHE, KS 66062-7083
EMAIL: whsjr99@gmail.com
TELEPHONE: (913)732-2502

April 2, 2019

TO: Olathe Planning Commission

RE: Saddlewood Apartments
Application No. RZ19-0001

These comments relate to the above application and the rezoning and site development plan for Building 4. Building 4 is the proposed building located primarily on the approximately 2.24 acres (property id# DF231412-4006) immediately north of building 17 in The Villas of Asbury. The Villas of Asbury is a community of 48 single level four-plexes. The proposed building site for Building 4, presently zone RP-3, is across Brentwood from the approved two story Brentwood Villas Senior Apartments (48 units), located on 4.2 acres.

1. I join in the comments from Paul and Peggie Miller, residents in Building 17, that the property immediately north of that building should remain zoned RP-3, thus limiting the proposed building to no more than three stories. That also would decrease the amount of parking needed.

2. In the most recent site development map in the mailing of March 27,2019, there was the addition of a driveway close to The Villas of Asbury property line. That driveway would provide entrance to various parking for Building 4. We would request that the driveway be moved further south on Brentwood in order to diminish traffic noise for Building 17 and Building 39 across the street. It could be coordinated with the driveway into the parking lot across the street for the new Brentwood Villas Senior Apartments.

I do appreciate the efforts by the developer in accommodating prior comments in reconfiguring Building 4 along the west and in moving the building further south (approximately 165 feet) with green space buffering. If the rezoning and

site development plan are approved by the Planning Commission, those features of the site development plan should be retained.

/William H. Seiler, Jr./

President, The Villas of Asbury Homeowners Association

**Jeff S. Acheson
Samantha A. Acheson
15442 S. Hillside Street
Olathe, KS 66062**

April 2, 2019

City of Olathe
Attn: Planning Division
PO Box 768
Olathe, KS 66051-0768

RE: Case No. RZ19-0001

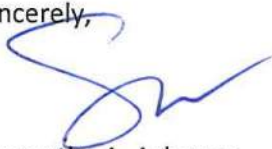
To Whom It May Concern:

My husband and I have been residents in Olathe since 1998 and Olathe homeowners since 2004. We are not fancy people, my husband a teacher and me a mortgage banker, but we have a blessed life and made our home in a community we love...Olathe. In 2004, we spent weeks looking at different properties, searching for the perfect fit for our permanent home. When we found Saddlewood Downs, we were finally able to envision our dreams coming true. Our only concern was the zoning directly behind the lot where we wanted to build as it faced Brentwood Street. Our realtor provided the zoning information (RP-3) to us and explained the type of building(s) and restrictions that this zoning would permit. Comfortable with this information and future RP-3 projects, we proceeded with building our home located at 15442 S. Hillside Street.

It is my hope that the members of this Planning Commission will hear my concerns and furthermore, try to understand my position. I truly love Olathe and I want to support this City's growth and prosperity through new developments and business endeavors, however, not at the cost of losing some of its integrity by altering promises made to her citizens. In 2004, my husband and I had a choice whether or not to buy our home knowing the approved zoning of RP-3 and we were content with the parameters of this zoning. Equally, the developer/owner of Saddlewood Apartments was also aware of the RP-3 zoning and the building limitations when their land was purchased so I do not believe this is a fair demand. The proposed increased building heights, increased dwelling units and limited parking are a few of the serious concerns from my household regarding this request.

It has been 15 years since we built our home and now we are not being given a choice about our property but instead our trust is being placed in you. Please do not grant the proposed rezoning being requested in Case No. RZ19-0001. Thank you for your time and consideration!

Sincerely,



Samantha A. Acheson



City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: April 8, 2019

Application:	<u>RZ19-0001</u> Request approval for a rezoning from R-3 District to R-4 District and preliminary plan for Saddlewood Apartments on 18.99 acres; located in the vicinity of W. 154 th Street and S. Brentwood Street.
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Dan Fernandez, Planner II, appeared before the Planning Commission, summarizing this request for rezoning from RP-3 to R-4, and approval of a preliminary site development plan for Saddlewood Apartments, consistent of four apartment buildings with 444 total units and a density of 23.4 units per acre.

Mr. Fernandez noted that a preliminary site development plan for 360 units was approved in 1998; 92 have been built to the north of the subject property, resulting in 536 units at total build-out.

Mr. Fernandez stated the applicant has mailed the required public notifications and held a neighborhood meeting that was attended by 21 residents. Issues discussed included building height, parking, construction timeline, history of the developer.

Mr. Fernandez presented a zoning map and noted the subject site in relationship to surrounding properties, including R-3 for senior housing and industrial and commercial to the west. Mr. Fernandez then presented a plan for the site and noted that the applicant meets all setback requirements. He said Buildings A and D reduce to three stories as they approach Brentwood. Open space requirements have also been met, and a 3 to 6-foot berm is included along Brentwood. A second pool area, a walking path and dog park are part of the plan, and staff stipulates that gardens and seating areas be included along the green space. There are walking paths within the site that will connect to interior sidewalks and existing sidewalks along the streets.

Mr. Fernandez said that there are 824 parking spaces provided, which is about 1.86 spaces per unit, which exceeds the UDO requirement of 1.5 spaces per unit.

Mr. Fernandez said that nearby residents are concerned about traffic. He noted that surrounding streets are built to collector street standards, which are designed to take in the added trips that will come with this development. The applicant plans to develop the site from the northwest to the southeast. The first phase will consist of removing a basketball court and construct parking for residents. Phase 2 will be construction of Building A, Phase 3, Building B, Phase 4, Building C, and Phase 5, Building D.

Mr. Fernandez noted that the landscape plan shows landscaping on the berm along Brentwood. He added that the building meets all design requirements for amount of glass on primary elevations, as well as height requirement when located next to single-family residential has been met. Buildings are located between 144 and 300 feet from single-family property. All sides of the building facades meet the Category 1 material requirement of 70 percent on each elevation although not all elevations are primary. **Mr. Fernandez** presented line-of-sight drawings for all buildings.

Mr. Fernandez stated that three waivers are being requested. One is for a 20- to 25-foot landscape buffer on property lines adjacent to industrial zoning. The requirement is for a 75-foot buffer with no landscaping. The second waiver is for parking/paving setback for multifamily districts, which requires 30 feet; the applicant is proposing 20 feet for a small section. The third waiver is for a required six-foot berm along property lines adjacent to single-family homes. The applicant is providing a 3- to 6-foot berm. Staff is supportive of all waivers as submitted.

Mr. Fernandez noted that neighbors also had concerns about height of the buildings, setbacks and parking. Taking note of the concerns of the neighbors and hearing staff's comments, the applicant revised the plan to show 4-story buildings stepping down to 3-story buildings as they approach Brentwood. Setbacks were also increased to 116 feet, and a landscape berm was added along Brentwood for additional screening. Also, after hearing comments from neighbors, the applicant has removed an interior street, which increased green space and parking. The parking ratio for this development is greater than many other developments that have previously been approved. **Mr. Fernandez** said staff recommends approval of this application.

Comm. Sutherland asked where the 3-foot berms versus 6-foot berms will be. **Mr. Fernandez** indicated the berms on the site plan and deferred further verification of placement to the applicant. **Comm. Fry** questioned, if zoning was not changed for this property, what type of development would be allowed. **Mr. Fernandez** replied that 17 units per acre would be allowed as it is now zoned. **Comm. Rinke** asked if 17 units per acre would be allowed in a planned district. **Mr. Fernandez** responded that a request would have to be made and the plan would have to be revised.

Chair Vakas opened the public hearing and asked the applicant to come forward. **Aaron March, Rouse Frets White Goss**, 4510 Bellview, Kansas City, approached the podium, appearing behalf of the applicant and the owners of the property. **Mr. March** started by introducing members of the team involved in this project. After working with staff and listening to comments from neighbors, he believes they have come up with the best project possible for this site.

Mr. March presented photos of the site, pointing out buildings and adjacent properties. They plan to build taller, higher-quality buildings in order to get above the sight lines on the west. Repainting of existing buildings will start soon, and landscaping has already been installed. Rents at this property would be approximately \$1,500 per month for a one-bedroom apartment. They strive to set a new standard of quality for this area. Building taller buildings allows them to provide better housing for people in terms of the views from their apartments. Area to the south will mostly remain open in response to comments received from neighbors. **Mr. March** said that these four buildings will create a sense of community in this area.

Mr. March presented several additional photo perspectives of the four buildings and described each in detail. Line of sight studies have been done and submitted. **Mr. March** agrees with staff's recommendation for approval because they comply with the Comprehensive Plan, and because they exceed design standards. He said this project will have the highest per-unit parking of any recently-approved projects because of concerns expressed by neighbors.

Finally, **Mr. March** said that staff asked if the applicant would consider moving trash receptacles away from Brentwood. He said they will examine that possibility and have an answer before meeting with City Council. Also, there was a request to relocate a drive further to the north. He said they will study that possibility and move it if possible.

Comm. Freeman asked about timing on the phasing. **Mr. March** responded that they hope to start Phase 2 as soon as possible after approval, including additional parking.

Bill Seiler, 1554 South Hillside, Unit 3903, approached the podium and spoke in opposition to the project. He lives in the Villas of Asbury and is president of their home association. He is

concerned about Phase 5, specifically the four-story buildings. He requests that the rezoning on Phase 5 be deferred, and/or site development on Phase 5 not be approved as it relates to four stories.

Tyler Nunemaker, 18302 West 155th Street, approached the podium. He is the treasurer for Saddlewood Downs home association. They are concerned about parking, noting that apartment residents have parked within their neighborhood on multiple occasions. He said they are working with the developer to establish "No Parking" zones on 153rd, 154th, and 155th Streets, and 153rd Court. Also, he is working with the developer to replace trees that are either not mature or some that have died.

Motion by Comm. Fry, seconded by Comm. Rinke, to close the public hearing.

Motion passed 7-0.

Comm. Fry appreciates the developer and their willingness to work with the neighbors to better this project. **Comm. Sutherland** agreed with Comm. Fry's comments. He is a resident of Saddlewood Downs and believes this will be a good addition to the community. **Chair Vakas** asked if there were any concerns about having four stories. **Comm. Freeman** responded that the elevations look good and appreciates feedback from neighbors. He is fine with the recommendations and stipulations as written in the staff report. **Comm. Nelson** said this request is reasonable and sees this as a solid plan. He said moving the drive is not simple because there could be other implications, but the layout looks good and well thought through.

Motion by Comm. Freeman, seconded by Comm. Sutherland, to recommend approval of RZ19-0001, for the following reasons:

- (1) The proposed development complies with the policies and goals of the *Comprehensive Plan* for Housing and Neighborhoods (Principle HN-1.8 HN-2.1 and LUCC-7.1).
- (2) The requested rezoning to R-4 district meets the Unified Development Ordinance (UDO) criteria for considering zoning applications, with exceptions to certain requirements as noted.
- (3) The proposed development as stipulated meets composite design standards for **Site Design Category 3** (UDO 18.15.115) and **Building Design Category B** (UDO 18.15.030).

Comm. Freeman's motion included recommending that the following stipulations be included in the ordinance:

- (1) A final plat shall be approved and recorded, and all excise fees paid prior to issuance of a building permit.
- (2) A final site development plan shall be approved prior to submitting for building permits.

Comm. Freeman's motion included recommending that the following stipulations be included in the final site development plan:

- (1) A waiver shall be granted to permit a 20-foot parking/paving setback for a portion of the section along Brentwood Street as shown on the preliminary site development plan.

- (2) A waiver shall be granted to permit the berm within the Type 3 Landscape Buffer to range from 3 to 6 feet as shown on the preliminary site development plan.
- (3) A waiver shall be granted to permit the berm within the Type 5B Landscape Buffer to be 20 to 34 feet in width as shown on the preliminary site development plans.
- (4) The dog park shall be relocated, or the stormwater basin redesigned with the final site development plan application.
- (5) Aerial apparatus access for Building A, Building B, Building C, and Building D that shows the revisions, with dimensions, as required by the Fire Department shall be approved with the final site development plan.
- (6) The final site development plans shall provide a road at least 26 feet wide on one side of the building, located at least 15 feet and no more than 30 feet from the building. Where no landscaping is provided (asphalt/concrete only), this requires a 41-foot minimum wide road that fronts each building to allow for aerial apparatus operations.
- (7) All portions of the building will be required to be within 600 feet of a hydrant (travel distance) for sprinklered buildings (IFC Section 507.5.1, Ex 2).
- (8) A fire department connection (FDC) is required within 100 feet of a hydrant for sprinklered buildings. The FDC is required to be accessible from a fire apparatus access road. The City of Olathe Fire Code Amendment 16.05.340 requires a 4-inch Storz quick coupling connection (IFC Section 507.5.1.1).
- (9) Details of the parking lot lighting poles and fixtures per Section 18.30.135 of the UDO shall be submitted with the final site development plan.
- (10) Sitting/picnic areas shall be added and shown in the middle greenspace with the final site development plan submittal.

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

No: (0)

Motion was approved 7-0.

ORDINANCE NO. 19-15

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

WHEREAS, Rezoning Application No. RZ19-0001 requesting rezoning from RP-3 District to R-4 District 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 Chapter 18.40 of the Olathe Unified Development Ordinance; and

WHEREAS, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 8th day of April 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 the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

A tract of land in the Northeast One-Quarter and the Southeast One-Quarter of Section 12, Township 14 South, Range 23 East in the City of Olathe, Johnson County, Kansas, including All of Lot 2 of SADDLEWOOD APARTMENTS FIRST PLAT, a subdivision in the City of Olathe, Johnson County, Kansas as recorded in Book 200407 at Page 10591 and being more particularly described as follows:

COMMENCING at the Southwest corner of the said Northeast One-Quarter of Section 12; thence South 89 degrees 17 minutes 35 seconds East along the South line of said Northeast One-Quarter, a distance of 530.10 feet to the Point of Beginning of the herein described tract, said point being on the Easterly right-of-way of Mahaffie Street as now established; thence North 00 degrees 42 minutes 25 seconds East along the East right-of-way line of said Mahaffie Street, a distance of 261.62 feet to a point of curvature; thence Northeasterly along said right of way on a curve to the right tangent to the previous course, having a radius of 1000.00 feet, a central angle of 15 degrees 46 minutes 20 seconds, and an arc length of 275.28 feet to a point of reverse curvature; thence Northerly continuing along said right of way on a curve to the left having an initial tangent bearing of North 16 degrees 28 minutes 45 seconds East, a radius of 592.55 feet, a central angle of 22 degrees 39 minutes 21 seconds and an arc length of 234.31 feet to a point on the South right of way line of 153rd Court as now established by said SADDLEWOOD APARTMENTS FIRST PLAT; thence along the said South right of way line the following five courses, North 81 degrees 24 minutes 19 seconds East a distance of 137.66 feet to a point of curvature; thence Easterly on a curve to the right tangent to the previous course having a radius of 275.00 feet, a central angle of 21 degrees 23 minutes 23 seconds and an arc length of 102.66 feet; thence South 77

degrees 12 minutes 18 seconds East a distance of 37.93 feet to a point of curvature; thence Easterly and Northeasterly on a curve to the left tangent to the previous course, having a radius of 265.00 feet, a central angle of 43 degrees 34 minutes 44 seconds and an arc length of 201.56 feet; thence North 59 degrees 12 minutes 57 seconds East a distance of 44.89 feet to a point on the Westerly right-of-way line of Brentwood Street as now established, said point being a point of curvature; thence along the said West right of way of Brentwood Street the following five courses, Southeasterly on a curve to the left having an initial tangent bearing of South 33 degrees 11 minutes 19 seconds East, a radius of 595.89 feet, a central angle of 15 degrees 03 minutes 50 seconds and an arc length of 156.67 feet; thence South 48 degrees 15 minutes 09 seconds East a distance of 419.40 feet to a point of curvature; thence Southeasterly on a curve to the right tangent to the previous course having a radius of 320.00 feet, a central angle of 48 degrees 56 minutes 54 seconds and an arc length of 273.38 feet; thence South 00 degrees 41 minutes 45 seconds West a distance of 200.14 feet to a point on the South line of said Northeast One-Quarter and the North line of said Southeast One-Quarter of Section 12; thence continuing South 00 degrees 41 minutes 45 seconds West a distance of 329.41 feet to a point on the North line of THE VILLAS OF ASBURY, a subdivision in the City of Olathe, Johnson County, Kansas as recorded in Book 122 at Page 15, thence North 89 degrees 17 minutes 35 seconds West (platted North 87 degrees 52 minutes 23 seconds East) a distance of 300.00 feet (platted 299.99 feet) to a point on the East line of Lot 9 of MAHAFFIE BUSINESS PARK, a subdivision in the City of Olathe, as recorded in Book 107 at Page 41; thence North 00 degrees 41 minutes 45 seconds East (platted South 02 degrees 08 minutes 17 seconds East) along the East line of said Lot 9, a distance of 329.41 feet to a point on the South line of the Northeast One-Quarter of said Section 12 said point being the Northeast corner of said MAHAFFIE BUSINESS PARK; thence North 89 degrees 17 minutes 35 seconds West (platted North 87 degrees 52 minutes 23 seconds East) along the South line of the said Northeast One-Quarter of Section 12 and the North line of said MAHAFFIE BUSINESS PARK, a distance 792.49 feet to the Point of Beginning; and containing 18.9767 acres, more or less.

Said legally described property is hereby rezoned from RP-3 District to R-4 District.

SECTION TWO: That this rezoning is approved subject to the following stipulations:

1. A final plat shall be approved and recorded, and all excise fees paid prior to issuance of a building permit.
2. A final site development plan shall be approved prior to submitting for building permits.

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

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

PASSED by the City Council this 7th day of May 2019.

SIGNED by the Mayor this 7th day of May 2019.

ATTEST:

Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works & Legal

STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver

SUBJECT: Approval of an engineer's survey for eminent domain and acquisition of land for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-16 approving an engineer's survey and authorizing the acquisition of land 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.

On April 16, 2019, the City Council approved Resolution No. 19-1030 which authorized an engineering survey of land needed for the project.

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

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

FINANCIAL IMPACT:

Funding for the 119th and Pflumm Geometric Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

General Obligation (GO) Bonds	\$1,625,750
City of Overland Park	\$1,325,750
TOTAL	\$2,951,500

ACTION NEEDED:

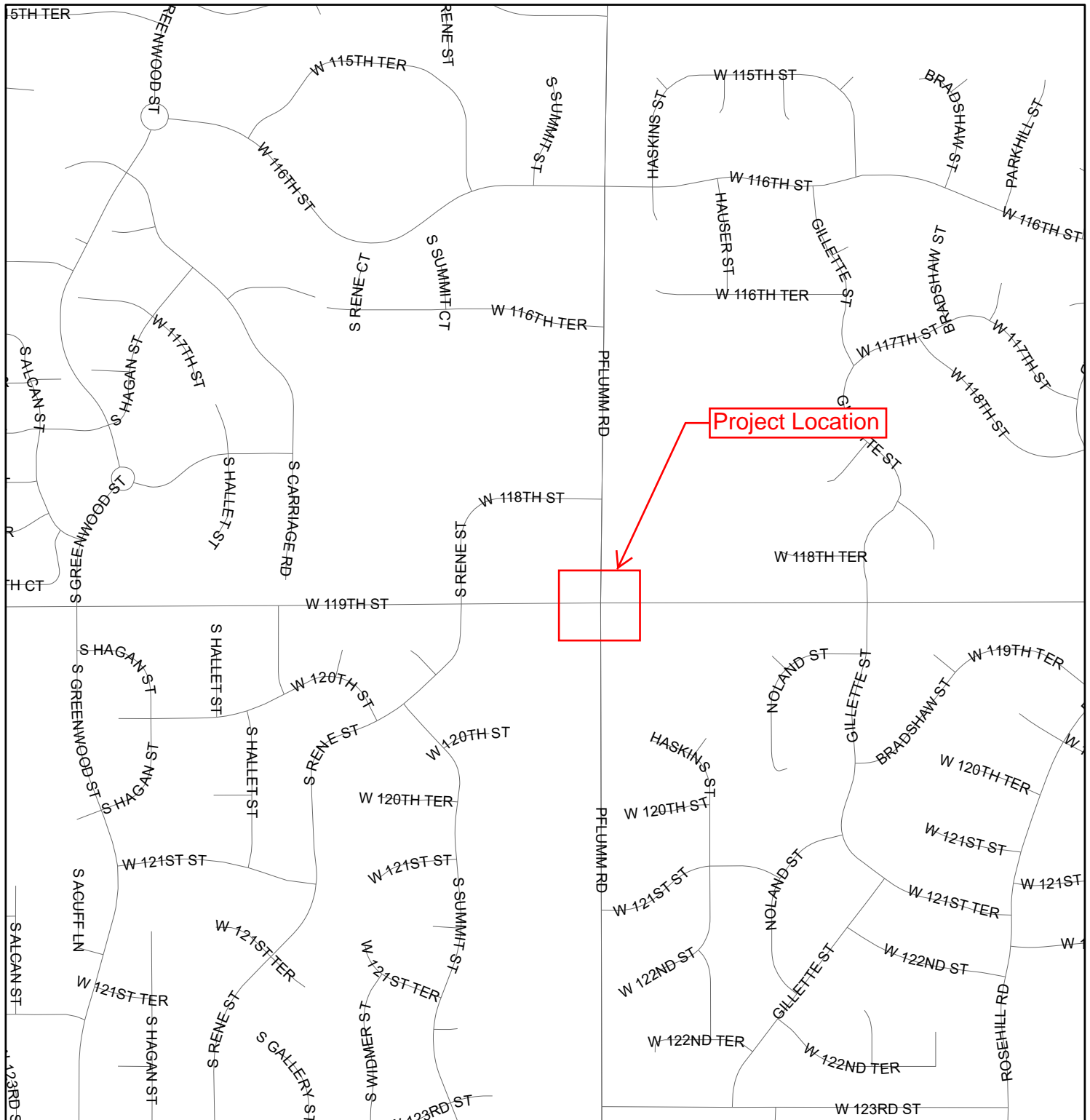
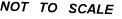
MEETING DATE: 5/7/2019

Adopt Ordinance No. 19-16 approving an engineer's survey and authorizing the acquisition of land for the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.

ATTACHMENT(S):

A: Project Location Map

B: Eminent Domain Ordinance



ORDINANCE NO. 19-16

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR WIDENING, CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE 119TH AND PFLUMM GEOMETRIC IMPROVEMENTS PROJECT, PN 3-C-071-18, AND PROCEEDING TO ACQUIRE CERTAIN REAL PROPERTY AS AUTHORIZED IN RESOLUTION NO. 19-1030, PASSED AND APPROVED BY THE GOVERNING BODY ON APRIL 16, 2019.

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

SECTION ONE: The description and survey of lands necessary to acquire permanent road right-of-way and temporary construction easements for widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 19-1030, adopted by the Governing Body of the City of Olathe, Kansas, on April 16, 2019, is hereby approved.

SECTION TWO: The action of the Governing Body of the City of Olathe, Kansas, in acquiring permanent road right-of-way and temporary construction easements for widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project has been declared necessary by the Governing Body.

SECTION THREE: The acquisition of permanent road right-of-way and temporary construction easements for the widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

SECTION FOUR: That there is hereby declared to be public necessity to acquire by Eminent Domain Proceedings for the purpose of widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project the land hereinafter described:

OWNERSHIP: DD Pflumm 27.25, LLC, a Georgia
Limited Liability Company

PARTIES IN POSSESSION: DD Pflumm 27.25, LLC

SITUS ADDRESS: 12100 S. Pflumm Road
Olathe, KS 66062

JOHNSON COUNTY PARCEL ID NUMBER: DP16480000 0001

LIENHOLDER: BOKF, NA, a national banking
association, d/b/a Bank of Texas

EASEMENT HOLDER: Great Lakes Pipe Line Company
a/k/a Williams Pipe Line
Company, LLC n/k/a Magellan
Midstream Partners, L.P.
Kansas City Power & Light Company
Union Gas System, Inc. n/k/a Atmos
Energy Corporation
United Cities Gas Company, Inc. n/k/a
Atmos Energy Corporation
Kansas Pipeline Company, L.P. n/k/a
Bishop Pipeline Company
Williams Communications, Inc.
Joint Sewer District No. 3 of Indian Creek
Middle Basin Sewer Sub-District
MC a/k/a Johnson County
Wastewater
Consolidated Main Sewer District of
Johnson County, Kansas a/k/a
Johnson County Wastewater
Water District No. 1 of Johnson County
a/k/a WaterOne

PERMANENT RIGHT-OF-WAY DESCRIPTION:

ALL THAT PART OF LOT 1, DAVIS DEVELOPMENT APARTMENTS OLATHE, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE S 87°37'12" W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 75.32 FEET; THENCE S 2°22'48" E, A DISTANCE OF 75.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 119TH STREET AND THE WEST RIGHT OF WAY LINE OF PFLUMM AS NOW ESTABLISHED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S 2°07'55" E, ALONG THE SAID WEST RIGHT OF WAY LINE, AND ALSO ALONG THE EAST LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, A DISTANCE OF 14.67 FEET; THENCE N 66°01'08" W, A DISTANCE OF 33.05 FEET, TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE; THENCE N 87°37'12" E, ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALSO ALONG THE NORTH LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, A DISTANCE OF 29.68 FEET TO THE POINT OF BEGINNING, CONTAINING 218 SQUARE FEET, MORE OR LESS.

Total Permanent Right-of-Way Area: 218 square feet, more or less

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

ALL THAT PART OF LOT 1, DAVIS DEVELOPMENT APARTMENTS OLATHE, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE S 87°37'12" W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 255.00 FEET; THENCE S 2°22'48" E, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 119TH STREET AS NOW ESTABLISHED, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S 2°22'48" E, A DISTANCE OF 10.00 FEET; THENCE S 87°37'12" W, A DISTANCE OF 105.21 FEET; THENCE N 89°59'38" W, A DISTANCE OF 139.91 FEET; THENCE N 2°22'48" W, A DISTANCE OF 10.01 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE, AND THE NORTH LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, THENCE S 89°59'38" E, ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALSO ALONG THE NORTH LINE OF

LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, A DISTANCE OF 140.12 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALSO ALONG THE NORTH LINE OF LOT 1 OF SAID DAVIS DEVELOPMENT APARTMENTS OLATHE, N 87°37'12" E, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,451 SQUARE FEET, MORE OR LESS.

Total Temporary Construction Easement Area: 2,451 square feet, more or less

SECTION FIVE: The City Attorney for the City of Olathe, Kansas, is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of permanent road right-of-way/street and temporary construction easements for the widening, constructing, reconstructing and maintaining the 119th and Pflumm Geometric Improvements Project, praying for condemnation thereof and the appointment of three disinterested residents of the county to assess, determine the damages and compensation resulting from such condemnation and for such other proceedings as may be required by law.

SECTION SIX: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this 7th day of May, 2019.

SIGNED by the Mayor this 7th day of May, 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: 5/7/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/Amy Tharnish
SUBJECT: Quarterly Procurement Report

ITEM DESCRIPTION:
Quarterly Procurement Report

SUMMARY:
The Resource Management Team is reporting purchases between \$25,000 and \$49,999 for 1st quarter 2019.
Council will receive quarterly reports summarizing procurements between \$25,000 and \$49,999 on the Council agenda immediately following the 20th of the month after the end of a quarter.
Staff will attend the Council meeting to answer questions regarding the procurement report.

FINANCIAL IMPACT:
Reporting pursuant to Procurement Ordinance section 3.50.050 Purchases Less Than \$50,000.

ACTION NEEDED:
Receive Report summarizing 1st quarter 2019 procurement between \$25,000 and \$49,999.

ATTACHMENT(S):
Quarterly Procurement Report

1st Quarter Report 2019
Procurement \$25,000 to \$49,999

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
Technical Operations	1001258	925555	01/08/19	Annual Support	IntelliTime Systems Corporation	\$32,787.00	Price Agreement
Solid Waste Administration	3101541	318567	01/11/19	Office furniture	United Office Products	\$29,436.63	Cooperative Agreement
Emergency Services	17-1330-5 1001330	633220	01/14/19	SCBA Equipment for Fire Dept	Ed M Feld Equipment Co	\$29,000.00	Price Agreement
General Operations	1000000	700628	01/22/19	Lobbyist Services	Bright and Carpenter Consulting	\$48,000.00	Price Agreement
Technical Operations	1001258	633572	01/29/19	Annual Software Maintenance	Imaging Office Systems Inc	\$26,500.00	Competition Exception Report
Vehicle Maintenance	4111521	633573	01/29/19	Vehicle repairs	MHC Kenworth	\$27,406.81	OEM Repairs
Lone Elm Rd Arterial M&O	3-P-002-18	700860	01/31/19	Utility relocation	KCPL	\$25,810.60	Sole Source
Lake Olathe Park Master Plan	4-C-020-17	700955	02/05/19	Access Control to Doors	TED Systems LLC	\$27,667.20	Price Agreement
Outdoor Pool Renovations	4-C-001-16	318586	02/12/19	Diving Board and repairs	Commercial Aquatic Services Inc	\$20,000.00	Sole Source
119 St BlackBob and Santa Fe Blackbob Geometric Improvement	3-C-030-17 3-C-106-17	318596	02/12/19	Message Board	C-Hawkk Construction Inc	\$34,300.00	Invitation for Bid
Engineering Management	1001515	700961	02/25/19	Biennial Bridge Inspection	George Butler & Associates	\$48,514.00	Competition Exception Report
Strategic Management Admin	3201512	634169	02/26/19	Annual hosting fee	Harris Computer Systems	\$39,000.00	Sole Source
Benefits and Insurance	4221213	700965	02/26/19	Total Compensation Statements	CBIZ Financial Solutions	\$30,000.00	Request For Proposal
151 & Ridgeview Geometric Improvements	3-C-112-17	700966	03/04/19	Relocate Natural Gas Line	ATMOS Energy Corp	\$34,900.00	Sole Source
Lake Olathe Park Master Plan	4-C-002-15	318611	03/05/19	Cable and technology equipment	Sirius Computer Solutions	\$27,265.20	Price Agreement
Park & Facility Renovation	4-C-022-18	318614	03/07/19	Playground Safety Foam	SYNLAWN	\$42,068.40	Cooperative Agreement
Water Production	3201591	318619	03/19/19	Gearbox exchange	SPX Flow US LLC	\$33,660.01	OEM Part
Customer Services	3101252 3201250	318622	03/19/19	Front Counter Remodel	John A Marshall Company	\$31,629.94	Cooperative Agreement

IntelliTime Systems Corporation
1118 E. 17th Street
Santa Ana, CA 92701
dpeters@intellitime.com
www.IntelliTime.com

IntelliTime™

Systems Corporation

Invoice

BILL TO
Mr. Amy Tharnish
City of Olathe
Amy Tharnish
100 W Santa Fe Street
Olathe, KS 66061

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
18-1478	11/19/2018	\$32,787.00	12/19/2018	Net 30	

SALES REP
DAP

ACTIVITY	QTY	RATE	AMOUNT
FM-SUPPORTD IntelliTime Systems Corp. Annual Support Contract, Non-Taxable For period from 1/1/2019 through 12/31/2019	1	32,787.00	32,787.00

BALANCE DUE **\$32,787.00**

AT 11/19
1001258.62867
PA# 3158-001

**OFFICE PRODUCTS, INC.**

601 West Dennis • Olathe, Kansas 66061
Phone: (913) 782-4441 • Fax: (913) 780-4514
www.unitedofficeproducts.com • E-mail: uophome@comcast.net

INVOICEINVOICE NUMBER **369115-0**INVOICE DATE **03/22/19**ACCOUNT NUMBER **CITYOL**

DEPT NUMBER

BILLTO ADDRESS			SHIPTO ADDRESS			
CITY OF OLATHE POBX 768 OLATHE KS 66051 913-971-8600			PUBLIC WORKS 1415 S ROBINSON OLATHE KS 66061			
CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER	
318567-000	318567-000	KATHY CURRY			CHARGE	102

ORD QTY	B/O QTY	SHIP QTY	UM	MFG	ITEM NUMBER	ITEM DESCRIPTION	SELL PRICE	EXTEND PRICE
						PO 318567 000 OP		
1		1	EA	UOP	OFFICE ONE-UC	FURNITURE	2914.00	2914.00
1		1	EA	UOP	OFFICE TWO-UC	FURNITURE	2558.40	2558.40
1		1	EA	EVO	OFFICE THREE-UC	FURNITURE	2348.75	2348.75
1		1	EA	EVO	OFFICE FOUR-UC	FURNITURE	3061.70	3061.70
1		1	EA	EVO	LATERAL FILE-UC	LATERAL FILE	1428.85	1428.85
					--			
					PO 89733			
1		1	EA	EVO	OFFICE SIX-UC	FURNITURE	3220.40	3220.40
1		1	EA	EVO	5 DRAWER-UC	LATERAL FILE	629.09	629.09
					--			
					PO 89587			
1		1	EA	EVO	OFFICE SEVEN-UC	FURNITURE	3613.60	3613.60
1		1	EA	EVO	3 DRAWER-UC	LATERAL FILE	1081.32	1081.32
					PO 89589			
1		1	EA	UOP	OFFICE EIGHT-UC	FURNITURE	3590.00	3590.00
1		1	EA	EVO	DARREN'S-UC	OFFICE FURNITURE	3556.80	3556.80
1		1	EA	UOP	CONFERENCE-UC	TABLE	551.60	551.60
					--GLOBAL			
								CO

Sign Here: _____		Print Name _____		Subtotal
Date _____		Number of packages _____		Tax
CONTINUE Page 1 of 2				Total Due



OFFICE PRODUCTS, INC.

601 West Dennis • Olathe, Kansas 66061
Phone: (913) 782-4441 • Fax: (913) 780-4514
www.unitedofficeproducts.com • E-mail: uophome@comcast.net

INVOICE

INVOICE NUMBER 369115-0

INVOICE DATE 03/22/19

ACCOUNT NUMBER CITYOL

DEPT NUMBER

BILL TO ADDRESS			SHIP TO ADDRESS			
CITY OF OLATHE POBX 768 OLATHE KS 66051 913-971-8600			PUBLIC WORKS 1415 S ROBINSON OLATHE KS 66061			
CUSTOMER PURCHASE ORDER		SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
318567-000 318567-000		KATHY CURRY			CHARGE	102

ORD QTY	B/O QTY	SHIP QTY	UM	MFG	ITEM NUMBER	ITEM DESCRIPTION	SELL PRICE	EXTEND PRICE
1		1	EA	EVO	LATERAL-UC	CREDENZA - 89583 89584 89585 89586 89587 89588 89589 89733 89734 89758 89774-conf -- NOTE: INSTALLATION CHARGES WILL BE BILLED SEPARATELY AT A RATE OF \$70.00/MAN HOUR	882.12	882.12

Sign Here: _____ Print Name _____						Subtotal	29436.63
Date _____ Number of packages _____						Tax	
						Total Due	29436.63



WE'VE GOT YOU COVERED

Box 625 113 North Griffith Road
Carroll, IA 51401
www.feldfire.com
(712)792-3143

ORIGINAL INVOICE

CUSTOMER NUMBER
PLEASE WRITE THIS
NUMBER ON ALL
ORDERS AND CHECKS

08-1302475

Page	Invoice Date
1	1/8/2019
Invoice Number	
0341380-IN	

PLEASE PAY THIS AMOUNT 29,000.00
DUE DATE 2/7/2019

Sold To:

Olathe, City of - Fire Dept
1225 S. Hamilton Circle
Olathe, KS 66061

Ship To:

Olathe, City of - Fire Dept
1225 S. Hamilton Circle
Olathe, KS 66061

Please detach and enclose top portion with your payment

Make check payable and remit to above address



WE'VE GOT YOU COVERED

CUSTOMER NUMBER

08-1302475

INVOICE NUMBER

0341380-IN

INVOICE DATE

1/8/2019

TERMS

Net 30

SALESPERSON

Greg Pottberg-KS

ORDER NUMBER

0282862

SHIP VIA

GREG P

PO

Brad Racki

RETAIN THIS PORTION FOR YOUR RECORDS

Ship Data / Item Descriptions	Item Number	U of M	Shipped	Backordered	Price	Amount
X3QD, SEMS, DEBSS, QD Reg, EZ Belt	X3415N22200402	EA	4.00	0.00	5,800.000	23,200.00
X3QD, SEMS, DEBSS, QD Reg, EZ Belt	X3415N22200401	EA	1.00	0.00	5,800.000	5,800.00

Please pay from this invoice and remit to:

Ed M. Feld Equipment Company, Inc.
Box 625 113 North Griffith Road
Carroll, IA 51401

Ph (712) 792-3143

Fx: (712) 792-6658

Iowa Sales Tax Permit No. 1-14-004938M

Website: www.feldfire.com

E-mail: sales@feldfire.com

A finance charge of 1 1/2% per month, or 18% PER ANNUM will be charged on accounts after 30days.

Net Invoice: 29,000.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 29,000.00

Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A

Thank you for your business!

Customer



**PRICE AGREEMENT/CONTRACT
RENEWAL #1**

Contract for: **Lobbyist Services**

Agreement Number: **17-4035**

Contract Specialist: Victoria Rand

Phone Number: 913-971-8720

Contract Period: **1/1/18 – 12/31/19**

Vendor Name/Number: Bright & Carpenter Consulting, Inc.

Contact: Natalie Bright

Address: 825 S. Kansas Avenue, Suite 502C

Cell: 316-640-1422

Topeka, KS 66612

Department: Communications

Email: natalie@brightcarpenter.com

Project Number: INFO-17-4035

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Refer to attached contract

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4035 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response. The City will not pay additional surcharges without 30 day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 9/7/18

**SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this 27th day of August 2018, by and between the City of Olathe, hereinafter referred to as the "City", and Bright and Carpenter Consulting, Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide the performing of Professional Services in the field of governmental relations services for the Project as outlined in the Professional Services Agreement, attached hereto and incorporated herein by reference; and

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

NOW THEREFORE, the parties hereby agree as follows:

- A. New dates of contract in Section II, Paragraph D SCHEDULE of the Professional Services Agreement is hereby amended as follows: The Professional Services will be performed from January 1, 2018, through December 31, 2019.

IN ALL OTHER RESPECTS, the terms and conditions of the Professional Services Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

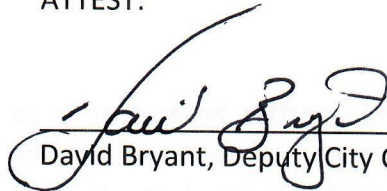
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____

J. Michael Wilkes, City Manager


ATTEST:


David Bryant, Deputy City Clerk

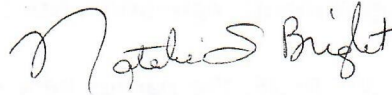
(Seal)



APPROVED AS TO FORM:


City Attorney/Deputy City Attorney/
Assistant City Attorney

Bright and Carpenter Consulting, Inc.



By: _____

Natalie S. Bright
825 S. Kansas Ave., Suite 502
Topeka, KS 66612



Bright and Carpenter Consulting, Inc.

825 S. Kansas Ave. • Suite 502 • Topeka, KS • 66612

GOVERNMENTAL RELATIONS SERVICE PROPOSAL CITY OF OLATHE

December 7, 2016

The principals of Bright and Carpenter Consulting Inc. (BCC) look forward to the opportunity of working with the City of Olathe (City). Through its representation of the Olathe Chamber of Commerce, BCC has built strong ties with legislative leaders on behalf of the Olathe community. Combined, the principals of BCC have almost 40 years of experience lobbying in Kansas and have built effective relationships with political leaders. In addition, BCC's longstanding historical perspective of legislative issues and knowledge of the legislative process allow us to adeptly navigate the legislative and regulatory processes on behalf of the City.

In addition, our proposal acknowledges the important partnership between the City and the Olathe Chamber. By hiring BCC, the City affords a unique opportunity for coordination and streamlining of the Olathe community's advocacy efforts. Having represented the Olathe Chamber for over 5 years, BCC is familiar with the needs of the community and is equipped with in-depth knowledge of appropriations, commerce, local government, school finance, utilities, economic development, human resources, tax and transportation- all pertinent policy areas to the City's interest.

Total Costs Proposed

BCC proposes an annual compensation of \$48,000 payable in monthly installments of \$4,000. BCC will bill the City a proportional share of its entertainment, phone, fax, postage and copying fees as well as travel expenses, including mileage, not related to the meeting of the regular legislative session. Not included would be the sponsorship of major events by the City. Examples of sponsorships would be full committee luncheons, legislative receptions, or political fundraisers that include City officials. Any sponsorship of such events would be approved by the City in advance.

While it is difficult to estimate the number of hours anticipated to be devoted to the City, we do propose to spend as much time as necessary to represent our client's interests and secure the best legislative outcome attainable under the current legislative climate.

☒ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☐ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Amy Tharnish

Date: 12/19/2018

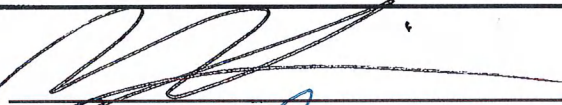
Department Contact: Mike Sirna **E1 Doc No.:** 15828 **Total Cost:** \$26,500

COMMODITY/SERVICE DESCRIPTION:

Annual software maintenance for Application Extender

CER/SOLE SOURCE JUSTIFICATION:

The City currently uses EMC's Application Extender (AX) for City Council Agendas, City Clerk and Customer Service documents, other reports generated by other city core systems, as well as the workflow process used by the City Clerk's office for CAI's. The City has used Imaging Office Systems for support for more than 5 years as they are the only EMC certified vendor in the Kansas City area. The current product is installed, operating as intended, and in a maintenance expense only. A complete replacement and ongoing maintenance of a competitive product is not only anticipated to exceed the budgeted amount but require use of internal unplanned resources.

Approved:  (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:
Approved:  (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.



68 Dealers in 16 States, www.mhc.com

SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE
1301 SOUTH HAMILTON CIRCLE
OLATHE, KS 66061
1-913-829-1444

REQUEST FOR PO

Customer Number:	48583	Phone: (913) 971-8878	R. O. Number:	R00213700156107
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Tax Status	Terms	P.O.#	Service Date	Date Printed
EXP	CHARGE	REQUIRED	12/17/2018	1/28/2019



City of Olathe
100 E Santa Fe St 66061
PO Box 768
Olathe KS 66061-3409

REQUEST FOR PO

Serial Number	Unit Number	Make / Model	Year	License Number	Mileage
4P1CV01A59A010107	61018	PIERCE	2009		62886

OPERATION 1

COMPLAINT: C/A FOR OIL LEAK ON ENGINE AT AIR COMPRESSOR
SUPPLY LINE

VMRS CODE: 01-013-009-002-03-18

CORRECTION: REPLACE WITH NEW-OIL LINE - AIR COMPRESSOR-AIR COMPRESSOR-
LEAKING

BEGAN CHECKING FOR THE COMPLAINT TO FIND THE FITTING FOR
THE OIL SUPPLY LINE TO THE AIR COMPRESSOR WAS MISSING AND
THE THREADS WERE DAMAGED. UPON GETTING THE NEW FITTING,
TAPPED UP THE THREADS AND THEN INSTALLED THE NEW FITTING.
RAN THE UNIT AND FOUND THE LEAK AT THE CYLINDER HEAD. MOVED
TO THE NEXT STEP TO ADDRESS THIS.

Labor Total -- 580.00

3945212CUM
08880MMM

ELBOW, PLAIN UNION
BRAKE CLEAN

1 28.73 28.73
2 2.55 5.10

Parts Total -- 33.83

Total Operation 1 -- 613.83

OPERATION 2

COMPLAINT: C/A FOR OIL LEAK AT CYLINDER HEAD

VMRS CODE: 01-044-014-021-03-18

CORRECTION: REPLACE WITH NEW-HARNESS - INJECTOR, EXTERNAL-INJECTORS -
ELECTRONIC-LEAKING

CONTINUED CHECKING FOR LEAKS TO FIND THAT ALL THREE
INJECTOR PASS THROUGH HARNESSES WERE LEAKING. REMOVED THE
EGR AIR PIPING, THE VALV E COVER, THE ENGINE BRAKE, THE
INJECTOR HARNESSES, AND THEN INSTALLED THE THREE NEW
INJECTOR HARNESSES. REINSTALLED THE ENGINE BRAKE, THE VALVE
COVER, THE EGR PIPING, AND THEN STEAMED OFF THE UNIT. RAN
THE UNIT UP TO TEMP AND CLEARED THE CODES. MOVED THE WIRING
ABOUT AND FOUND NO CODES SET AND NO FURTHER LEAKS WERE
PRESENT AT THIS LOCATION.

Labor Total -- 928.00

CONTINUED



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SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE

1301 SOUTH HAMILTON CIRCLE

OLATHE, KS 66061

1-913-829-1444

REQUEST FOR PO

Customer Number: 48583	Phone: (913) 971-8878	R. O. Number: R00213700156107
------------------------	-----------------------	-------------------------------

Tax Status	Terms	P.O.#	Service Date	Date Printed
EXP	CHARGE	REQUIRED	12/17/2018	1/28/2019

OPERATION 2

4934545CUM	HARNESS, WIRING	1	64.23	64.23
3959798CUM	GASKET, VALVE COVER	1	35.35	35.35
4932615CUM	GASKET-CONNECT	1	3.53	3.53
4934545CUM	HARNESS, WIRING	2	64.23	128.46
08880MMM	BRAKE CLEAN	2	2.55	5.10
5018	ELE CLEANER	1	6.26	6.26
			Parts Total --	242.93
			Total Operation 2 --	1,170.93

OPERATION 3

COMPLAINT: C/A FOR COOLANT LEAK AT FRONT COVER
VMRS CODE: 01-042-004-000-03-18
CORRECTION: REPLACE WITH NEW-WATER PUMP-WATER PUMP-LEAKING
BEGAN CHECKING FOR THE COMPLAINT BY PRESSURE TESTING THE COOLING SYSTEM AND THEN CHECKED OVER THE UNIT FOR LEAKS TO FIND THE WATER PUMP SEALING GASKET WAS LEAKING. DRAINED THE COOLANT AND THEN REMOVED THE WATER PUMP BELT, THE WATER PUMP, AND THEN CLEANED UP THE GASKET SURFACE. INSTALLED THE NEW WATER PUMP, THE BELT, AND THEN FILLED THE UNIT WITH COOLANT. CLEANED THE COOLANT OFF AND THEN LOWERED THE CAB AND LADDER. BROUGHT THE LANDING GEAR IN AND THEN TOOK THE UNIT TO THE STEAM BAY. DEPLOYED THE UNIT ONCE MORE AND THEN STEAMED EVERYTHING OFF. LOWERED EVERYTHING BACK INTO PLACE AND THEN RAN THE UNIT UP TO TEMP. CHECKED OVER THE UNIT FOR LEAKS AND FOUND NONE PRESENT. ONCE THE UNIT COOLED DOWN, CHECKED THE COOLANT LEVEL AND OIL LEVEL TO FIND BOTH WERE IN SPEC.

Labor Total -- 580.00

3940386CUM	SEAL, O RING	1	6.36	6.36
4376358CUM	KIT-WATER PUMP	1	171.45	171.45
			Parts Total --	177.81
			Total Operation 3 --	757.81

OPERATION 4

COMPLAINT: CHECK AND ADVISE FOR SOURCE OF POSSIBEL HIGH OIL PRESSURE THAT WOULD CAUSE OIL LEAKS.
VMRS CODE: 01-045-000-000-06-01
CORRECTION: INSPECT-POWER PLANT-POWER PLANT-BATTERED, HAMMERED
HOOK UP WITH COMPUTER TO CHECK FAULTS AND MONITOR OIL PRESSURE BUT UPON FURTHER INSPECTION FOUND THAT THE OIL AT THE STARTER FACE WAS ACTUALLY COMING FROM THE BLOW BY TUBE. LOOKED UP PROCEDURE AND PERFORMED BLOW BY TESTING. FOUND THAT THE ENGINE HAD 18IN. OF BLOW BY WITH ALL COMPONENTS HOOKED UP. ELIMINATED THE COMPRESSOR AND STILL HAD 16 IN OF BLOW BY. ELIMINATED THE TURBO AND FOUND ENGINE STILL HAD 14IN. OF BLOW BY AND THE TURBO WAS BORDER LINE CAUSING 30% OF THE BLOW BY. WITH ALL COMPONENTS SEPARATED ENGINE IS STILL ABOVE THE MAX OF 12 INCHES OF BLOW BY. ADVISED THAT ENGINE WOULD NEED OVERHAUL AND WOULD RECOMMEND REPLACING TURBO AS WELL.

Labor Total -- 290.00
Total Operation 4 -- 290.00

CONTINUED



68 Dealers in 16 States, www.mhc.com

SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE
1301 SOUTH HAMILTON CIRCLE
OLATHE, KS 66061
1-913-829-1444

REQUEST FOR PO

Customer Number: 48583	Phone: (913) 971-8878	R. O. Number: R00213700156107
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Tax Status	Terms	P.O.#	Service Date	Date Printed
EXP	CHARGE	REQUIRED	12/17/2018	1/28/2019

OPERATION 5

COMPLAINT: PERFORM OVERHAUL ON ENGINE - COMPLETE TO MEET
"LEO WARRANTY" STANDARDS. REPLACE HEAD, OIL
PUMP, OIL COOLER AS WELL.

VMRS CODE: 01-045-007-001-03-44
01-045-019-001-03-44
01-045-002-004-03-44
01-045-009-001-03-99
01-045-012-001-03-99
01-043-004-001-03-44
01-043-004-074-03-34
01-044-003-001-03-05

CORRECTION: REPLACE WITH NEW-HEAD - CYLINDER, ENGINE-CYLINDER HEAD-
WORN

REPLACE WITH NEW-ENGINE KIT - PISTONS, CRANKSHAFT-OVERHAUL
KIT - ENGINE-WORN

REPLACE WITH NEW-LINER - CYLINDER-CYLINDER BLOCK &
CRANKCASE-WORN

REPLACE WITH NEW-OIL PUMP ASSEMBLY - ENGINE OIL-OIL PUMP &
DISTRIBUTION SYSTEM-REPLACED BEFORE FAILURE

REPLACE WITH NEW-COOLER - ENGINE OIL-REGULATOR - OIL
TEMPERATURE-REPLACED BEFORE FAILURE

REPLACE WITH NEW-TURBOCHARGER-TURBOCHARGER ASSEMBLY-WORN

REPLACE WITH NEW-ACTUATOR - TURBOCHARGER WASTEGATE-
TURBOCHARGER ASSEMBLY-ROUGH

REPLACE WITH NEW-FUEL PUMP ASSEMBLY-FUEL PUMP-ELONGATED,
STRETCHED

DRAINED COOLANT. REMOVE CAC PIPES AND AIR INTAKE. REMOVE
UPPER RADIATOR HOSE. FOUND SUPPORT BRACKET EYE BROKEN OFF
BUT CAN BE WELDED BACK. TOOK VENT LINE AND RESERVOIR WIRING
LOOSE. WENT TO REMOVE ACCESSORY BELT FOR AC COMPRESSOR AND
THE BELT SNAPPED. CHECKED AC COMPRESSOR PULLEY AND FOUND
LOTS OF PLAY AND WHEEL HARD TO TURN. GOT AC MACHINE AND
RECOVERED. ONLY GOT 2 LBS OUT OF SYSTEM. NEED TO REPLACE
COMPRESSOR AND BELT. REMOVED COMPRESSOR AND MAIN DRIVE BELT
AND FAN BLADE. REMOVED FAN HUB. WENT TO DISCONNECT AIR LINE
AND IT WAS SO BRITTLE IT CRACKED. GOT FAN HUB AND AC
COMPRESSOR BRACKET OFF. TOOK OEM HARNESS LOOSE AND LAYED
BEHIND ENGINE. TOOK EGR CROSSOVER LOOSE. DISCONNECTED
INJECTOR WIRING AND JAKE WIRING. STARTED REMOVING INTAKE
MANIFOLD BOLTS. MIDDLE OUTER LONG BOLT SEIZED AND BROKE OFF.
UNABLE TO GET INTAKE OUT WITH THE REST OF THE BOLT IN THERE.
SPRAYED PENETRATING OIL DOWN HOLE AND TRIED REVERSE DRILL
BIT. WOULD NOT MOVE. TRIED PRYING THE MANIFOLD UP AND IT
CRACKED IN THE CENTER. CHISELED OUT CENTER OF MANIFOLD AND
TURNED BOLT OUT WITH PLIERS. GOT MANIFOLD OUT. TOOK FUEL
LINES LOOSE. THE FCA CONNECTOR CRACKED DURING REMOVAL.
REMOVED FCA AND GOT PA ON PART. GOT FUEL LINES OUT AFTER
FREEING THEM FROM THE FEED TUBES. WHILE REMOVED FUEL LINES I
NOTICED PIN STICKING OUT OF THE SIDE OF THE FUEL PUMP BODY.
REMOVED FUEL PUMP HEAD AND FOUND THAT THE REAR TAPPET GUIDE
PIN HAD BACKED OUT BUT THE TAPPET HAD NOT SPUN YET. ADVISED
THAT IF WE PUSH THE PIN BACK IN IT MAY COME BACK OUT DOWN
THE ROAD. REMOVED CCV HOUSING, COOLANT FILTER BRACKET,

CONTINUED



68 Dealers in 16 States, www.mhc.com

SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE

1301 SOUTH HAMILTON CIRCLE

OLATHE, KS 66061

1-913-829-1444

REQUEST FOR PO

Customer Number:	48583	Phone: (913) 971-8878	R. O. Number:	R00213700156107
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Tax Status	Terms	P.O.#	Service Date	Date Printed
EXP	CHARGE	REQUIRED	12/17/2018	1/28/2019

OPERATION 5

LIFTING EYE. MOVED TO EXHAUST SIDE. TOOK EGR COOLER OFF, TURBO OUTLET AND ALL ASSOCIATED LINES, TURBO, EXHAUST MANIFOLD, EGR COOLER BRACKET. VALVE COVER, JAKES, ROCKER BOX, ROCKERS, PUSH RODS, INJECTORS, BRIDGES, HEAD BOLTS, TOOK PASSENGER TIRE OFF TO GET A FRAME IN TO LIFT HEAD OFF. PUT TIRE BACK ON AND SET TRUCK DOWN. DRAINED OIL, REMOVE OIL PAN AND PICKUP, CLEANED, REMOVED ALL PISTON COOLERS, CLEANED DECK AND CARBON RINGS, PUSHED ALL PISTONS OUT, REMOVED ALL LINERS, DISASSEMBLED RODS, REMOVED 1 2 3 5 6 7 MAIN CAPS AND ROLLED OUT BEARINGS. CLEANED ALL LOWER END PARTS. CLEANED UP BAY. GOT PARTS SORTED OUT AND BROUGHT TO BAY. ASSEMBLED PISTONS ON RODS. INSTALLED LINERS AND PRESSED. CHECKED LINER HEIGHT ALL IN SPEC. INSTALLED AND TORQUED ALL MAINS. INSTALLED PISTONS AND RODS AND TORQUED. INSTALLED ALL COOLERS. HAD HARD TIME WITH #6. INSTALL PICKUP TUBE. CLEAN PAN RAIL. INSTALL OIL PAN. REMOVED BELT TENSIONER, BALANCER, FRONT COVER, OIL PUMP. INSTALL AND TORQUE NEW OIL PUMP. CLEAN FRONT COVER AND GOT NEW FRONT MAIN. INSTALL COVER AND FRONT MAIN. PUT BALANCER BACK ON AND TENSIONER. GOT DRAIN CART. DRAINED OIL FILTER. REMOVE FILTER. REMOVE ALTERNATOR AND MOVE HARNESS. REMOVE EGR COOLER COOLANT LINE. REMOVED OIL COOLER HOUSING AND OIL COOLER. CLEAN HOUSING AND BLOCK. GET NEW COOLER AND INSTALL AND TORQUE. INSTALL NEW FILTER. INSTALL EGR COOLER LINE AND HARNESS. PUT ALTERNATOR BACK. REMOVED FUEL PUMP FOR REPLACEMENT. CLEAN DECK. OIL LIFTERS. SET HEAD GASKET. UNBOX NEW CYLINDER HEAD. SWAP ALL PARTS OVER TO NEW HEAD. PICK UP PASSENGER SIDE AND REMOVE TIRE. SET HEAD AND PUT TIRE BACK ON. PUT OLD HEAD IN BOX AND TURNED IN FOR CORE. TORQUE CYLINDER HEAD. ATTACH FUEL LINES AND REAR OF HEAD ITEMS. CLEAN INJECTORS AND FEED TUBES RE RING AND INSTALL AND TORQUE. INSTALLED NEW FUEL PUMP AND ATTACHED ALL LINES AND BRACKETS. INSTALL FILTER HOUSING AND AIR COMPRESSOR COOLANT LINE. INSTALL RAIL AND ALL FUEL LINES AND TORQUE. CLEAN ROCKER BOX AND INSTALL. CONNECT ALL INJECTORS. RUN OVERHEAD. INSTALL JAKE STUDS. SET JAKES AND SET MOUNTING. ADJUST JAKES. CLEAN AND INSTALL VALVE COVER. PUT NEW CRANKCASE FILTER IN HOUSING AND PUT ON. INSTALL INTAKE MANIFOLD AND EGR VALVE. ROUTE HARNESS ON INTAKE SIDE. INSTALL NEW SEAL IN FUEL PUMP NUT COVER AND PUT ON. READY TO START EXHAUST SIDE. INSTALLED EXHAUST MANIFOLD. INSTALLED NEW TURBO WITH NEW NUTS AND TORQUED TO SPEC. REMOVED LINES AND ACTUATOR FOR OLD TURBO. INSPECTED TURBO ACTUATOR. FOUND IT HARD TO TURN. AND THERE WAS WHAT LOOKED LIKE ELECTRIC MOTOR BUSHING MATERIAL ON/AND AROUND THE SECTOR GEAR. ADVISED ON NEEDING AN ACTUATOR. INSTALLED EGR COOLER BRACKET AND COOLER. INSTALLED CROSS OVER PIPE. INSTALLED FAN HUB AND FAN. RETURNED TURBO CORE. CLEANED BAY PICKED UP TOOLS. GOT NEW ACTUATOR S/N. INSTALLED NEW ACTUATOR. PERFORMED INSTALLATION AND CALIBRATION PROCEDURE. HOOKED UP COOLANT LINES. FILLED OIL WITH 30 QTS. FILLED COOLANT. TOPPED OFF. PRIMED FUEL SYSTEM AND STARTED ENGINE. LET ENGINE RUN FOR ABOUT 5 MINS. CHECKED FOR LEAKED. FOUND NONE. GOT NEW AC COMPRESSOR. INSTALLED NEW COMPRESSOR. INSTALLED

CONTINUED



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SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE

1301 SOUTH HAMILTON CIRCLE

OLATHE, KS 66061

1-913-829-1444

REQUEST FOR PO

Customer Number:	48583	Phone: (913) 971-8878	R. O. Number:	R00213700156107
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Tax Status	Terms	P.O.#	Service Date	Date Printed
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OPERATION 5

OLD FAN BELT. GOT THE CORRECT A/C BELT AND INSTALLED.
VACCUMMED AC FOR 30 MINS DUE TO IT BEING OPEN. FOUND THE
CHARGE STICKER. CHARGED WITH 6.5 LBS OF FREON. STARTED
ENGINE AND TRIED TO CHECK AC OPERATION. FOUND AC COMPRESSOR
NOT COMING ON. LOWERED CAB AND LADDER. CLEARED CODES.
PRINTED FEATURES AND PARAMETERS. NO ECM CALIBRATION FOR THIS
ENGINE. PUT OUTRIGGERS UP AND BACKED TRUCK OUT. CLEANED BAY.
RD TESTED. ENGINE RAN GOOD. NO LEAKS.

Labor Total -- 6,100.00

105FBC	LUBRIPLATE (03494)	1	6.31	6.31
3939352CUM	GASKET,OILCONN-SUC.	1	3.64	3.64
4024883	KIT,SEAL	1	56.78	56.78
85084	GRAY SILICONE	1	28.80	28.80
LF9009FLG	FILTER	1	49.10	49.10
5272819CUM	SEAL,RECTA.	1	1.42	1.42
4938761CUM	GASKET,EXH.	1	4.85	4.85
CV50628FLG	ELEMENT-CRANKCASE VENT	1	101.88	101.88
08880MMM	BRAKE CLEAN	3	2.99	8.97
3818824CUM	NUT-REGULAR HEXAGON	2	2.49	4.98
5297806	SEAL,D RIN.	2	1.95	3.90
4966447	GASKET,EXH.	1	12.31	12.31
3685612CUM	CLIP	2	5.85	11.70
CT05317	TIE WRAP BLACK 15.5	1	.17	.17
91200IMP	UNION QUICK 1/4 " A/B	1	5.72	5.72
3683144CUM	CLAMP-V BAND	1	40.49	40.49
4934278CUM	WASHER, SEALING	2	2.45	4.90
RF5100	COOLANT GALLON	2	7.99	15.98
9220TRP	CLAMP #20 1 1/8-1 5/8	1	1.66	1.66
42108IMP	LOCKNUT NYLOCK 5/16-	1	.12	.12
77612IMP	WASHER FLAT 5/16	1	.18	.18
RX5347975RXCUM	HEAD-CYLINDER	1	3,200.59	3,200.59
CX5347975RXCUM	HEAD-CYLIN DER	1	594.83	594.83
4983588CUM	PUMP-LUBRICATING OIL	1	245.28	245.28
5284362CUM	CORE-COOLER	1	199.94	199.94
4955530CUM	KIT-ENGINE PISTON	6	279.32	1,675.92
3950661CUM	BEARING,CO.	6	13.05	78.30
5404408CUM	LINER,CYLINDER	6	142.67	856.02
5286984CUM	STUD	2	6.87	13.74
3818824CUM	NUT-REGULAR HEXAGON	2	2.49	4.98
3966244CUM	BEARING,CONNECTING ROD	6	14.53	87.18
5332563CUM	GASKET,OIL.	1	46.28	46.28
3929011CUM	GASKET,LUB.	1	21.50	21.50
3918174CUM	GASKET,OIL.	1	15.43	15.43
RX4352531RXCUM	KIT,ICP TURBOCHARGER	1	2,991.21	2,991.21
CX4352531RXCUM	CORE TURBO	1	1,387.94	1,387.94
CR4352531RXCUM	CORE TURBO	1-	1,387.94	1,387.94
4955643CUM	GASKET SET-UPPER ENGIN	1	253.36	253.36
3284021	SCREW,HEX	2	72.52	145.04
3950661CUM	BEARING,CO.	6	13.05	78.30
CT05317	TIE WRAP BLACK 15.5	30	.17	5.10
4309410	SET,LOWER	1	254.57	254.57
CR5347975RXCUM	HEAD-CYLIN DER	1-	594.83	594.83

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SERVICING DEALERSHIP

OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE
1301 SOUTH HAMILTON CIRCLE
OLATHE, KS 66061
1-913-829-1444

REQUEST FOR PO

Customer Number: 48583	Phone: (913) 971-8878	R. O. Number: R00213700156107
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Tax Status	Terms	P.O.#	Service Date	Date Printed
EXP	CHARGE	REQUIRED	12/17/2018	1/28/2019

OPERATION 5

550045148	ROTT4TRIPRGL15W40CJ4	1	8	13.53	108.24
CT05317	TIE WRAP BLACK 15.5		12	.17	2.04
3945917CUM	SET,MAIN BEARING (STD)		1	205.77	205.77
-CUMMINS	NOW/LEO WARR 2YR/100		1	650.00	650.00
Parts Total --					11,502.65
Total Operation 5 --					17,602.65

OPERATION 6

COMPLAINT: CHECK AND ADVISE FOR A/C INOP
VMRS CODE: 01-001-000-000-06-00
CORRECTION: INSPECT-AIR CONDITIONING, HEATING & VENTILATING SYSTEM-AIR
CONDITIONING, HEATING & VENTILATING SYSTEM-NO FAILURE
DROPPED HEADLINER AND CHECKED FUSES, CHECKED FUSE IN THE
DRIVER SIDE FRAME RAIL AND FOUND THE MINI 10 AMP FUSE WAS
BAD. REPLACED FUSE, COMPRESSOR RUNS BUT NOT COOLING. HOOKED
UP AC MACHINE HAVE 0 PRESSURE IN SYSTEM PULLED INTO A VACUUM
AND IT DROPPED 10 IN HG IN 5 MIN HOOKED UP NITROGEN AND
PRESSURIZED USED SONIC EARS TO FIND LEAK UNPACKED FIRE TRUCK
AND FOUND HIGH SIDE LINE FROM COMPRESSOR TO CAB LEAKING GOT
OK TO TAKE TO VENDOR AND HAVE THEM FIX HOSE. GOT BACK
REINSTALLED HOSE SWAPPED OVER A CONNECTOR FROM ANOTHER AC
MACHINE SO I HAVE 2 LOW SIDE PORTS CONNECTOR VACUUMED DOWN
SYSTEM AND CHARGED WITH 6.5 LBS OF FREON RAN AND IS COOLING
GOOD AND PRESSURE LOOK GOOD SWAPPED FITTINGS BACK OVER AND
PACKED UP FIRE TRUCK

Labor Total -- 1,160.00

SUBLET	REBUILD HOPO#1406057	1	171.03	171.03
D2973-2367	COVER WRAP PLASIC	1	2.99	2.99
VALH10	134 ADAPTER	1	17.58	17.58

Parts Total -- 191.60

Total Operation 6 -- 1,351.60

OPERATION 7

COMPLAINT: ITEMS NOT INCLUDED IN ESTIMATE.
VMRS CODE: 01-999-000-000-AD-00
CORRECTION: ADDITIONAL-TOTAL VEHICLE COMPONENTS-TOTAL VEHICLE-NO
FAILURE

Labor Total -- .00

RX4954315RXCUM	PUMP-FUEL .	1	2,512.05	2,512.05
CX4954315RXCUM	PUMP-FUEL .	1	619.23	619.23
CR4954315RXCUM	PUMP-FUEL .	1-	693.97	693.97
4995027CUM	CONNECTOR-INTAKE AIR	1	706.68	706.68
K080545	8RIB BELT	1	57.93	57.93
D84-1000-6061620	BELT-POLY 6 RIBS X 162	1	58.57	58.57
3690067CUM	TENSIONER-BELT	1	270.32	270.32
4034122CUM	KIT-VG TUR ACT SERVICE	1	932.62	932.62

Parts Total -- 4,463.43

Total Operation 7 -- 4,463.43

CONTINUED



OZARK KENWORTH, INC., DBA

MHC KENWORTH - OLATHE
1301 SOUTH HAMILTON CIRCLE
OLATHE, KS 66061
1-913-829-1444

REQUEST FOR PO

* OPEN 24/7 FOR ALL MAKES SERVICE AND PARTS *

TOTAL DUE	27,406.81
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P.O. BOX 879269
KANSAS CITY, MO 64187-9269

☐ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☒ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Shari Pine

Date: January 24, 2019

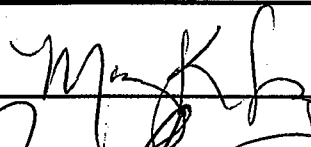
Department Contact: Austin Lamparter **E1 Doc No.:** ~~3-P-002-18~~ **Total Cost:**
\$25,810.60 700860

COMMODITY/SERVICE DESCRIPTION:

Relocation of Existing Kansas City Power & Light (KCP&L) Electric Facilities

CER/SOLE SOURCE JUSTIFICATION:

The City of Olathe entered into an agreement with KCP&L on June 5, 2018 to relocate existing overhead electrical lines at the Lone Elm Road and 167th Street intersection, in preparation for a street improvement project. The City was responsible to pay for the relocation as the facilities were within a private easement. KCP&L estimated the cost of this relocation to be \$54,933.70. Due to poor weather conditions and modifications to the plans the total cost for this relocation increased to \$80,744.30. Only KCP&L was capable to provide these relocations as they are their facilities.

Approved:  (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:
Approved:  (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.



FIRE, SECURITY & SOUND

December 12, 2018
 Bob Reynolds
 Facility Manager
 City of Olathe, Kansas
 Re: Lake Olathe Landing and Marina

Need a PO
 Charge to PN 4-C-020-17.64102
 MJLatka 2-4-19

Dear Bob,

Per your request and our discussions, I am pleased to offer this proposal to add access control to the doors in both the Landing and Marina buildings listed in the Scope of Work below. We also offer a line item alternate price to replace the stand-alone lock power timers and power supplies on the Marina restroom doors, thus centralizing locking control and time via the Lenel system.

This proposal and pricing is offered per the M.A.R.C. purchasing guidelines in the co-operative agreement on file with Jackson County. The proposal offered below also enables Olathe to centralize electric lock power in each building to the Lenel system and remove, if desired, the individual lock power supplies listed in the door hardware schedule. This simplifies the design, installation and maintenance and could reduce the cost of the project.

Scope of Work: Lake Olathe Landing

Qty	Description	P/N	Unit Price
Controllers and Power Supplies			
1	Altronix Trove Enclosure Kit w/Power and Distribution for 8 doors	T2MK7F8	\$ 541.25
1	Dual Reader Interface Module Main Controller (Series 2-Supports OSDP Readers)	LNL-2220	\$ 1,368.75
1	Dual Reader Interface Module (Series 3-Supports OSDP Readers)	LNL-1320	\$ 398.00
1	Reader Interface Module Main Controller (Series 3-Supports OSDP Readers)	LNL-1300	\$ 236.25
1	Lenel 16-Input Board	LNL-1100	\$ 618.75
1	COMNET Fiber to E-Net converter, MM, pair, for LNL-1320's	FDX60M1ABM	\$ 1,155.00
2	Battery 12VDC7AH	PS-1270	\$ 28.75
Door Access Hardware Set 1, Doors 101.1, 107.2			
2	HID R40 iClass Reader	920NTNNEK00000	\$ 325.00
4	Connect to EL Locks via harness/EPT provided and installed by others		\$ -
2	Interface to Automatic Openers provided and installed by others	TDM, PAM-1	\$ 500.00
4	Connect to REX Switch provided and installed by others		\$ -
4	Connect to DPS provided and installed by others		\$ -
Door Access Hardware Set 2, Doors 102.1, 102.2, 102.3			
6	Connect to DPS provided and installed by others		\$ -
Door Access Hardware Set 3, Doors 111.2			
1	HID R40 iClass Reader	920NTNNEK00000	\$ 162.50
1	Connect to EL Locks via harness/EPT provided and installed by others		\$ -
1	Connect to REX Switch provided and installed by others		\$ -
1	Connect to DPS provided and installed by others		\$ -
Door Access Hardware Set 4, Doors 105.2			
1	Connect to DPS provided and installed by others		\$ -
Door Access Hardware Set 6, Doors 103.1, 104.1, 111.1			
3	HID R40 iClass Reader	920NTNNEK00000	\$ 487.50
3	Connect to EL Locks via harness/Hinge provided and installed by others		\$ -
3	Connect to REX Switch provided and installed by others		\$ -
3	Connect to DPS provided and installed by others		\$ -
Door Access Hardware Set 8, Doors 106.1			
1	HID R40 iClass Reader	920NTNNEK00000	\$ 162.50
	Connect to EL Locks via harness/Hinge provided and installed by others		\$ -

1	Connect to REX Switch provided and installed by others		\$ -
2	Connect to DPS provided and installed by others		\$ -
	Cable & Miscellaneous		
600	Composite Cable		\$ 450.00
500	22/2 Input Cable		\$ 75.00
1	Fiber Jumper		\$ 66.25

Total Security Equipment Cost: \$6,646.50

Total Labor Cost for the above scope of work: Installation/Technician @ \$112.00/hr. x 97.35 hrs. \$10,903.20

Total Cost: \$17,549.70

Scope of Work: Lake Olathe Marina

Qty	Description	P/N	Unit Price
	Controllers and Power Supplies		
1	Altronix Trove Enclosure Kit w/Power and Distribution	T2MK7F8	\$ 541.25
2	Dual Reader Interface Module (Series 3-Supports OSDP Readers)	LNL-1320	\$ 398.00
2	Battery 12VDC7AH	PS-1270	\$ 28.75
	Door Access Hardware Set 1, Doors 102.1, 103.1		
2	HID R40 IClass Reader	920NTNNEK00000	\$ 325.00
2	Connect to EL Locks via harness/EPT provided and installed by others		\$ -
2	Connect to REX Switch provided and installed by others		\$ -
2	Connect to DPS provided and installed by others		\$ -
	Door Access Hardware Set 4, Doors 120.1		
1	HID R40 IClass Reader	920NTNNEK00000	\$ 162.50
1	Connect to EL Locks via harness/Hinge provided and installed by others		\$ -
1	Connect to REX Switch provided and installed by others		\$ -
1	Connect to DPS provided and installed by others		\$ -
	Cable & Miscellaneous		
400	Composite Cable		\$ 300.00
	22/2 Input Cable		\$ -
1	Fiber Jumper		\$ 31.25

Total Security Equipment Cost: \$1,867.75

Total Labor Cost for the above scope of work: Installation/Technician @ \$112.00/hr. x 34.75 hrs. \$3,892.00

Total Cost: \$5,795.75

Scope of Work: Lake Olathe Marina Rest Rooms Add to Lenex

Qty	Description	P/N	Unit Price
	Door Access Hardware Set 3, Doors 105.1, 106.1, 107.1, 108.1, 112.1, 113.1, 114.1, 115.1		

9745 Widmer Lenexa, KS 66215 913-677-5771 913-677-5772 Fax www.tedsystems.com

8	Connect to EL Locks via harness/EPT provided and installed by others		\$	-
1	Lenel 16-Relay Output Board	LNL-1200	\$	618.75
	Cable & Miscellaneous			
1000	22/2 AWG Cable		\$	150.00

Total Security Equipment Cost: \$1,867.75

Total Labor Cost for the above scope of work: Installation/Technician @ \$112.00/hr. x 31 hrs. \$3,472.00

Total Cost: \$4,321.75

We include in our proposal the following:

- Listed equipment
- Cable
- Listed Installation
- Testing
- Standard work hours, M-F, 8am-5pm
- Interfacing and helping Olathe's access control system programmer
- TED Systems LLC 1-year Parts and Labor Warranty for equipment and labor supplied by TED
- Manufacturer's Warranty terms available upon request
- Shipping

We exclude from our proposal the following:

- Equipment not specifically listed
- Installation of electric door hardware equipment listed as provided through others in Division 87100
- Conduit and back boxes
- 120VAC by electrical contractor
- Overtime labor
- Prevailing Wage
- PE Stamps and Permits
- Taxes

If you have any questions, or if there is anything I can help you with, please do not hesitate to call me at 913.677.5771 or you can reach me on my cell at 913.915.1961.

Best regards and thank you,

Glenn Garrison
TED Systems LLC

General Terms and Conditions of Sale

For goods and valuable consideration, the parties agree that the following terms and conditions contained herein are the sole terms and conditions of sales and/or service and represent the sole and complete agreement between the parties and supersede all prior oral and/or written representations, understandings, proposals, agreements, and communications regarding the subject matter hereof. The parties agree that no

Additional terms will be binding upon TED Systems LLC even if they appear on the Purchaser's formal purchase order, or any other documents unless signed by an authorized officer of TED Systems LLC.

1. **Validity-** *This proposal is valid for 30 days unless otherwise specified in writing by TED Systems LLC.*
2. **Payment Terms-** Payment terms are net 30 days from the date of the invoice where satisfactory open account credit has been established and maintained.
 - a. **Construction Projects:** Payment shall be made on monthly progress payments on or before the 10th day of each month for the value of work performed plus the materials suitably stored on or off site. Final payment shall be due and payable 30 days following completion of the project.
 - b. **End User Sales:** An initial deposit of 25% of the contract value shall be due at the time of contract agreement. An additional 40% shall be due at the time of receipt of the equipment. An additional 25% shall be due at a time determined by the progress of the installation. The final 10% shall be due within ten days of project completion.
 - c. No provision of this agreement shall serve to void our entitlement to timely payments for properly performed work or suitable stored equipment. TED Systems LLC may, at its discretion, assess interest at the maximum rate allowable by law or at the rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by TED Systems LLC in the pursuit of payment which is past due including, but not limited to, collection agency commissions and attorney fees.
 - d. Cancellation must be made in writing and recognize that TED Systems LLC is due fees for administrative, engineering, and other costs including all direct project costs incurred plus overhead and profit.
3. **Shipment-** All equipment is F.O.B the shipping point of origin.
4. **Security Interest-** The purchaser grants TED Systems LLC a security interest in all products and software until the purchaser has paid TED Systems LLC in full. In case of default of payment, TED Systems LLC shall have the right to take possession of the product, materials, or software and may retain all money paid hereunder as liquidate damages and rental for the said products, materials, and software. The purchaser agrees not to sell, prior to payment, mortgage, pledge, or lease the product, materials, or software without prior written permission of TED Systems LLC.
5. **Limitation of Warranty-** Material warranties are provided by the manufacturer. Purchaser recognizes that TED Systems LLC is not an insurer. TED Systems LLC only warrants our work to be free from defects in material and workmanship under normal use for one year. The purchaser's sole remedy under this warranty shall be limited to the repair or replacement of any product or material which TED Systems LLC determines to be defective. This warranty does not apply to any product, material, or software which has been subjected to abuse, mishandling, or improper use as determined by TED Systems LLC and is in lieu of all other warranties, merchantability or fitness for a particular application. TED Systems LLC shall not be liable for any indirect, incidental, economic, or consequential loss or damage to the purchaser or user of this product, material, or software arising out of, among other things, the operation or failure of the product, material, or software to operate, this agreement, the installation, use, design or function of any TED Systems LLC product, material, or software.
6. **Insurance Obligation-** It is understood and agreed by the Purchaser that TED Systems LLC is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the equipment, software or services, which form the basis of this Agreement, are delivered, assembled, installed, used or performed. TED Systems LLC total liability for all losses relating to products and services covered by this agreement shall not exceed \$100.00.
7. **Waiver of Subrogation-** Purchaser does hereby for itself and all other parties claiming under it release and discharge TED Systems LLC from and against all hazards covered by the Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or any other third party will have any right of subrogation against TED Systems LLC.
8. **Limit of Actions-** The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against TED Systems LLC, its employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, of cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period as stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 5 above.
9. **Drawings-** All drawings and wire diagrams provided by TED Systems LLC in connection with this Agreement are protected under United States Copyright Laws and intended solely for the use of the installing contractor as a general guide for installation of the System. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to TED Systems LLC at the time of the bid and are not intended to be System design or approval documents. TED Systems LLC is not a design professional. Under no circumstances is any clause in this Agreement or any actions taken by TED Systems LLC to be construed in such a way as to impose upon TED Systems LLC the duties or liabilities of a design professional.
10. **Change Orders-** This agreement can be modified, amended or altered only by an Agreement in writing, signed by either both parties or their duly authorized representatives.

Software License and Use- Software products provided by TED Systems LLC are licensed, not sold, to the customer by equipment manufacture or supplier and subject to manufactures or supplier's own terms and conditions. Customer shall maintain the software in strict confidence and shall disclose it only to its employees requiring access. Any software received by customer at any time is subject to this Agreement.

Force Majeure- TED Systems LLC shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond TED Systems LLC control.

Taxes, License, and Permits - the Purchaser is responsible for obtaining all licenses, and permits and for paying all applicable taxes and fees unless otherwise agreed to in writing.

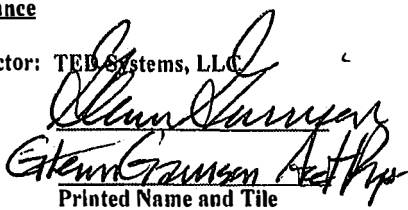
- Event of Default- Purchaser shall be in default of this Agreement upon the occurrence of , but not limited to, any of the following:
- a. The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement;
 - b. The Purchaser's failure to perform any obligation under this Agreement;
 - c. An order, judgment or decree entered, with the approval of consent of TED Systems LLC, by any court of competent jurisdiction, approving a petition seeking reorganization of the Purchaser or appointing a receiver, trustee, or liquidator (or other officer having power, under applicable law, similar to those of a receiver, trustee, or liquidator) of the Purchaser or of all or a major portion of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
 - d. The Purchaser fails to provide TED Systems LLC with adequate assurances of due performance under the Agreement, after receiving a written request for same from TED Systems LLC;
 - e. The Purchaser's financial position materially deteriorates; or
 - f. The Purchaser shall cease to do business as a going concern.


Acceptance

Contractor: TED Systems, LLC

OWNER: City of Olathe

Signed:


Eileen Grunman
Printed Name and Title

 B. Chan
Brad Chan Deputy Director Parks & Rec
Printed Name and Title

12/24/2019
Date

12/21/18
Date

☐ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☒ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: _____

Date: 1/16/2019

Department Contact: John Harris E1 Doc No.: 15876 Total Cost: \$20,000

COMMODITY/SERVICE DESCRIPTION:

Commercial Aquatic Services- Diving board repair

CER/SOLE SOURCE JUSTIFICATION:

Sending in 7 diving boards to be refinished. Each board will cost in the range of \$1500 to \$2500 to repair. We do not know the exact cost due to each board being different. If any of the boards are not repairable, we will have to purchase new boards. We will not know if they are repairable until Duriflex inspects the boards. The cost for shipping is included in the total price.

Approved:  (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:

Approved: _____ (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

City of Olathe, KS
 IFB #19-0018 - Message Boards
 Wednesday, January 30, 2019

				C-Hawkk Construction Inc Eudora, KS		American Signal Company Atlanta, GA		Streetwise, Inc. Grandview, MO	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Wanco WTMMB(A) Full Matrix Message Board	2	EA	\$ 17,150.00	\$ 34,300.00	\$ 14,325.00	\$ 28,650.00	\$ 18,380.00	\$ 36,760.00
		TOTAL			\$ 34,300.00		\$ 28,650.00		\$ 36,760.00
						*American Signal Company Brand			
						Spec called for no exceptions to Wanco			

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: _____**Date:** 2/5/2019**Department Contact:** Nate Baldwin**E1 Doc No.:** ⁰⁸ 700961**Total Cost:** \$48,514.00**COMMODITY/SERVICE DESCRIPTION:**

The project will include routine bridge inspections, maintenance recommendations, and prioritization of City of Olathe maintained bridges. The City of Olathe currently has 93 bridges on its inventory, 12 bridge decks carrying City roads over state routes that require deck only inspections, and 6 railroad bridges over City streets that require clearance checks.

CER/SOLE SOURCE JUSTIFICATION:

The state of Kansas requires that all bridges be inspected every two years. GBA has conducted numerous bridge inspections through Kansas, and has previously conducted biennial inspections of all of Olathe's bridges in a very satisfactory manner.

Approved: _____

(Department Director)

Approved: _____

(Procurement Manager)

Over \$25,000:**Approved:** _____

(City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Shari Pine

Date: 02/14/2019

Department Contact: Gloria Aust

E1 Doc No.:

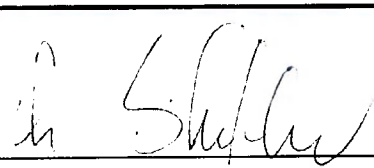
Total Cost: \$39,000.00

COMMODITY/SERVICE DESCRIPTION:

Professional Services for Initial Set-up: One-time set-up and configuration of licensed software in SmartWorks' hosting environment. Also Annual Hosting Fee for year 1.

CER/SOLE SOURCE JUSTIFICATION:

Currently SmartWorks is the vender for our Meter Data Management. The decision was made to move from on premise hosting to SmartWorks' Hosted Services to ease the responsibilty of maintenance and up keep for the City's in house IT department.

Approved:  2-20-19 (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:

Approved:  (City Manager)

Proposal Composite Score Sheet

Criteria	CBIZ		Mercer	
	Weight	Score	Weight	Score
Average		869		828



January 31, 2019

Exhibit "B"

CITY PROJECT

151st Street and Ridgeview Road

Geometric Improvements

Project No. 3-C-112-17

Cost Estimate 6" Plastic

North West Corner

Contractor Labor and Material:	\$ 23,100.00
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Company Labor:	\$ 1,200.00
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Indirect company labor, with overheads and benefits:	\$ 10,600.00
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Reimbursement @ 100%:	\$ 34,900.00
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INVOICE



Remit to:
Sirius Computer Solutions, Inc.
P.O. Box 202289
Dallas, Texas 75320-2289
(210) 369-8000

Invoice: IN 466598
Customer PO: 318611
Invoice Date: 03/19/19
Due Date: 04/18/19
Customer No: 21342
Terms: Net 30 Days

Bill To:
CITY OF OLATHE
ATTN: ACCOUNTS PAYABLE
PO BOX 768
OLATHE KS 66051-0768

Ship To:
CITY OF OLATHE
ATTN: CHAD JOHANSEN
135 S KANSAS AVE
IT SERVICE
OLATHE KS 66061-4434

Order No: 319820
Account Executive: Leonard M. Goebel

Oppty ID: 20190226-5981

Item Number	Description	Qty	Price	Extended Price
WS-C4506-E=	CISCO CAT4500 E-SERIES 6-SLOT CHASSIS, FAN, NO PS Serial Number(s): FXS2239Q27Z	1	2,884.75	2,884.75
WS-X45-SUP8L-E=	CATALYST 4500 E-SERIES SUPERVISOR 8L-E Serial Number(s): CAT2305L2JN	1	6,927.25	6,927.25
C4500E-IPB-S	CISCO IOS IP BASE - LIC - UPG FROM CISCO IOS LAN BASE - FOR	1	0.00	0.00
C4500E-LIC-PAK	CISCO BASE PRODUCT ACTIVATION KEY - LIC - 1 ENGINE - FOR CAT	1	0.00	0.00
S45EUK9-S8-38E	CAT4500E SUP8E UNIVERSAL CRYPTO IMAGE	1	0.00	0.00
SFP-10G-SR-S=	CISCO - SFP+ TRANSCEIVER MODUL E - 10GBASE-SR - LC/PC MULTI-M Serial Number(s): AVD2251DEDF AVD2251DEEA	2	385.00	770.00
WS-X4748RJ45V_E-RF	CAT 4500E 48-PT POE 802.3AT. 10/100/1000 RJ45 REMANUFACTURE Serial Number(s): 403478	1	3,151.85	3,151.85

* - taxable
no symbol - non-taxable
- solution may contain taxable and non-taxable items

Continued

INVOICE



Remit to:
 Sirius Computer Solutions, Inc.
 P.O. Box 202289
 Dallas, Texas 75320-2289
 (210) 369-8000

Invoice: IN 466598
 Customer PO: 318611
 Invoice Date: 03/19/19
 Due Date: 04/18/19
 Customer No: 21342
 Terms: Net 30 Days
 Order No: 319820
 Account Executive: Leonard M. Goebel

Bill To:
 CITY OF OLATHE

Ship To:
 CITY OF OLATHE

Item Number	Description	Qty	Price	Extended Price
WS-X4724-SFP-E-RF	CATALYST 4500 E-SERIES 24-PORT GE (SFP) REMANUFACTURED Serial Number(s): CAT2148L2WR	1	7,008.00	7,008.00
PWR-C45-1300ACV-RF	CISCO CAT4500 1300W AC P/S (DA TA & POE) REMANUF Serial Number(s): SNI1715AT8N SNI1716ATC6	2	350.40	700.80
CAB-C19-CBN	CISCO JUMPER - PWR CBL (250 VA C) - IEC 320 EN 60320 C20 - IE	2	0.00	0.00
CAB-US520-C19-US=	NEMA 5-20 TO IEC-C19 14FT US	2	23.10	46.20
GLC-LH-SMD-RF	REFURBISHED 1000BASE-LX/LH SFP TRANSCIEVER MODULE MMF/SMF 131 Serial Number(s): ACW22381APY AVJ220832HU	2	348.65	697.30
GLC-SX-MMD-RF	1000BASE-SX SFP XCOVER MODULE MMF 850nm DOM REFURBISHED Serial Number(s): AGJ2235RBDK AGJ2235RBDT AGJ2235RBE2 AGJ2235RBE5 AGJ2235RBEJ AGJ2235RC6M AGJ2235RC9A AGJ2235RC9B AGJ2235RC9L AGJ2235RC9P AGJ2235RC9R AGJ2235RC9Z	15	175.20	2,628.00

* - taxable

no symbol - non-taxable

- solution may contain taxable and non-taxable items

Continued



INVOICE

Remit to:
Sirius Computer Solutions, Inc.
P.O. Box 202289
Dallas, Texas 75320-2289
(210) 369-8000

Invoice: IN 466598
Customer PO: 318611
Invoice Date: 03/19/19
Due Date: 04/18/19
Customer No: 21342
Terms: Net 30 Days
Order No: 319820
Account Executive: Leonard M. Goebel

Bill To:
CITY OF OLATHE

Ship To:
CITY OF OLATHE

Item Number	Description	Qty	Price	Extended Price
	AGJ2235RCAB FNS17461UCD FNS22291S1J			
WS-C2960X48LPDL-RF	CISCO CAT2960X48GIGE POE370W 2 X10G SFP+LANBASE REMANUF Serial Number(s): FCW1835A1N7	1	2,451.05	2,451.05
CAB-16AWG-AC	CISCO-AC PWR CORD, 16AWG	1	0.00	0.00

* - taxable
no symbol - non-taxable
- solution may contain taxable and non-taxable items

Taxable \$ 0.00
Non-Taxable \$ 27,265.20

Subtotal \$ 27,265.20
Shipping and Handling \$ 0.00
Tax \$ 0.00
Amount Due \$ 27,265.20



Turf Etc.
1051 Se Century Dr
Lees Summit, MO 64081-3281 US

Frontier Park REVISED With 1 In. Pad AND 2 In. Pad And Excavation Of Current Surface

Issued Date: March 5, 2019

Estimate ID #: E086244
Project: Frontier Park

Customer
Lisa Donnelly
15501 Indian Creek Parkway
Olathe, KS 66062 US

Company: Frontier Park
Cell Phone: (913) 207-6575

Product	Description	Quantity	Unit	Price	Total
SYNTIPEDE 343 (18)	width: 15'0"	3195.00	SF	4.99	15,943.05
Playground Safety Foam 2"	4 ft x 6 ft	46.00	EA	39.60	1,821.60
Playground Safety Foam 1"	4 ft x 6 ft	100.00	EA	33.60	3,360.00
Freight		1.00	EA	543.15	543.15
Installation		2810.00	SF	7.26	20,400.60
<i>Subtotal</i>					42068.40
Total					42,068.40

Billing Address
, US

Installation Address
15501 Indian Creek Parkway
Olathe, KS 66062 US

Sales Rep
Paul Held Phone: 816-886-2747
E-mail: pheld@synlawn.com

Notes
Certified proposal number from National IPA R16221-KS-30105. 3% processing fee will be added for credit cards. Please send tax exempt certificate.

NIPA R162201*

X

Customer signature

Date



Technical Equipment Co., Inc.
810-A N.W. Main Street
Lee's Summit, Missouri 64086-9353 United States
Phone: 1-816-525-1350 Fax: 1-816-525-3844

Quote Form

Attention:

City of Olathe
27065 West 83rd St.
Lenexa, Kansas 66227 United States
Phone: 913-971-5546

Date: 2/20/2019**Project Name:** Olathe 75Q20 gearbox exchange
with motor**Quote Number:** 150451810**Rep Reference Number:** 56C-011119-19

Parts for Model Number(s): 75Q20
Reference Serial Number(s): R9870018600501
Reference Order Number(s): 700186

Item No	Product	Description	Quantity	Price Each
	7080 Series Gearbox	Gearbox Program: Exchange Program	1	\$25,196.00
Details:	75Q20 @ 84.0 RPM, 21.5 Ratio 1800 RPM Nominal Input Speed CW Rotation Exchange Program Conditions: To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order. The Core Charge associated to your specific model Exchange Reducer is: \$2500			
	70 Core Charge	70 Core Charge	1	\$0.01
1	Special	Estimate for labor and travel time and travel expenses to commission 75Q mixer. Charges will be summarized on completion of the trip and will reflect actual time and expenses, per published rates.	1	\$3,715.00
	RG28927100	PSP ELECTRIC MOTOR	1	\$2,009.00
	835625PSP	DRIVE ASSM 254T 7.5/15HP	1	\$2,740.00
Total (US Dollars):				\$33,660.01



Quotation

30 Lackman Road
Olathe, KS 66219

E-mail: donna@jamarshall.com

Telephone: 913-599-4700
Fax: 913-599-4838

To: City of Olathe
Daniela Grandos-Montiel

Date: March 7, 2019
Terms: Net 15 Days
F.O.B.: Destination

eller Stations

Quantity	Description	Unit \$	Extended \$
<u>Tellers - Non-Height Adjustable</u>		\$ 2,170.28	\$ 8,681.10
3	30x72 Standing height tables		
1	30x72 Sitting height table		
1	30x48 Standing height table		
2	Tackable Privacy Screens		
4	Storage lockers with box/box/file pedestal, wardrobe closet and hinged door storage		
4	Dual monitor arms		
4	Verus Work Stools		
	Delivery and Installation, including 4 cash drawers		\$ 1,500.00
	Total Non-Height Adjustable Option		<u>\$ 10,181.10</u>
<u>Storage Wall</u>			
3	72" Hinged door overhead cabinets; 216" total		\$ 6,438.02
2	36" 3-drawer lateral files; 216" total		
4	36" Storage cases w/ 2 adjustable shelves		
2	108" common tops to sit on top of laterals; 216" total		
	Delivery and Installation		\$ 630.00
	Total Storage Wall		<u>\$ 7,068.02</u>
<u>Seating</u>			
3	Herman Miller Verus Work Stool	\$ 545.50	\$ 1,636.50
1	Herman Miller Verus Task Chair	\$ 472.00	\$ 472.00
4	Adj. Arms, Seat Depth & Lumbar		<u>\$ 2,108.50</u>
	Gr. 2 Fabric		
<u>Construction</u>			
1	Demo 18' of bases & upper cabinets; patch drywall & paint as required; demo countertops & partial height partition under center countertops; demo existing electrical in partial height wall; raise (2) outlets at cabinet location; relocate (2) door release buttons; support trans top & polish stone edge; install owner provide carpet & base; remove existing drywall & surface mounted ballistic as required Provide & install existing ballistic panel behind drywall to complete		<u>\$ 12,198.82</u>

uniform drywall detail including drywall taping & paint

Total for all	\$	31,629.94
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Prices firm for 30 days and could be subject to change thereafter.

Quotation is subject to applicable State and Local Sales Taxes



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver; Daniel Yoza

SUBJECT: Report on Ordinance No. 19-XX concerning amendments to the animal nuisance Ordinance, O.M.C. 8.10.010.

ITEM DESCRIPTION:

Staff has prepared draft Ordinance 19-XX (Attachment A) which makes two minor changes to O.M.C. 8.10.010. The first change is to remove the word “barking” and add “snapping” in Subsection (B). Subsection (B) defines “scheduled” animal nuisances which are the minor offenses which may be resolved without a court appearance. Barking remains a public offense in Subsection (C), which defines more serious animal nuisances. The second change is to add the offense of biting or attacking a person to the list of animal nuisances. This offense is added to O.M.C. 8.10.010 to clarify that there are cases where there should be a lower level offense for biting or attacking than the dangerous dog procedure in O.M.C. 8.10.110. This procedure is very extensive and could result in confining or euthanizing the animal. Adding biting or attacking a person to the list of animal nuisances gives the Municipal Judge the ability order a fine in the case of a minor bite where the dangerous dog procedure is not appropriate.

SUMMARY:

Ordinance 19-XX amends O.M.C. 8.10.010 pertaining to Animal nuisance.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Accept the report. Unless directed otherwise, staff will prepare the Ordinance for formal consideration on May 21, 2019.

ATTACHMENT(S):

Attachment A: Ordinance 19-XX - Animal Nuisance

ORDINANCE NO. 19-XX

AN ORDINANCE AMENDING OLATHE MUNICIPAL CODE SECTION 8.10.010
PERTAINING TO ANIMAL NUISANCE AND REPEALING THE EXISTING
SECTION.

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

SECTION ONE: Section 8.10.010 of the Olathe Municipal Code is hereby
amended to read as follows:

“8.10.010 Nuisance Prohibited.

(A) It shall be unlawful for the owner or harbinger of any
animal to cause or permit such animal to perform, create or engage
in any animal nuisance. Any animal found acting in any way
forbidden by this title, in the determination of the animal control
officer, shall hereby be declared a nuisance and its owner or
harbinger shall be subject to citation.

(B) “Scheduled Fine Animal Nuisance” is when:

- (1) A dog is in public and not controlled;
- (2) An animal ~~moles~~~~ts~~~~—or~~ disturbs a persons by
chasing, ~~barking~~, snapping, or lunging;
- (3) An animal creates noxious or offensive odors;
- (4) An animal is on public property and obstructs or
interferes with vehicular or pedestrian traffic;
- (5) An animal impedes solid waste collection by
ripping a solid waste bag or tipping over a solid waste
container; or
- (6) Any violation of O.M.C. 8.06.010, 8.06.100,
~~8.08.095~~, 8.10.020 or 8.10.030 occurs.

ATTACHMENT A

(C) "Mandatory Court Appearance Animal Nuisance" is when:

(1) an animal barks, whines, howls, brays, cries or makes other noises excessively so as to cause annoyance, disturbance or discomfort to any reasonable person of normal auditory sensitivity ~~who resides in~~ at a residence structure which is within one thousand (1000) yards of the property on which the animal is kept or harbored;

(2) an animal creates an insect breeding and/or attraction site due to an accumulation of excreta;

(3) an animal threatens or causes a condition which endangers public health, safety, or welfare;

(4) an animal bites or attacks ~~other~~ another animals;

(5) an animal bites or attacks a person, or

~~(5)~~ (6) any other violation of this title, which is not a scheduled nuisance as defined in subsection (B), occurs."

SECTION TWO: Existing Section 8.10.010 is hereby repealed.

SECTION THREE: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2019.

SIGNED by the Mayor this _____ day of _____, 2019.

Mayor

ATTEST:

ATTACHMENT A

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Fire

STAFF CONTACT: Jeff DeGraffenreid / Mark Wassom

SUBJECT: Discussion regarding proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes relating to building, residential, existing buildings, plumbing, mechanical, fuel gas, electrical, energy conservation, swimming pool, property maintenance and fire codes.

ITEM DESCRIPTION:

Proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes.

SUMMARY:

The proposed adoption and amendment of the 2018 building codes was presented at the Council meeting on April 2, 2019. During this presentation, several questions were raised, and additional information was requested for several of the proposed amendments. Since the last meeting, staff has met with or discussed questions with several of the council members and has compiled information on cost impacts of the proposed amendments.

Staff will provide a brief presentation to review questions received and to provide high-level cost estimates on code amendments. We will reserve the majority of the time for discussion on the proposed amendments to address any further questions.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Discussion (30 Minutes)

ATTACHMENT(S):

A: Code Update - Cursory Cost Analysis



OLATHE FIRE DEPARTMENT

Fire Administration ▪ 1225 S. Hamilton Circle ▪ Olathe, KS 66061
Main: (913) 971-7900 ▪ www.olatheks.org/fire



MEMORANDUM:

Olathe Fire Department – Community Risk Reduction Section Building Codes Division

TO: Michael Wilkes, City Manager
Jeff DeGraffenreid, Fire Chief

FROM: Mark Wassom, Assistant Chief / Chief Building Official

DATE: April 10, 2019

SUBJECT: **2018 Building Codes Adoption – Cursory Cost Analysis**

Introduction:

The Building Codes Division presented information pertaining to the adoption and amendment of the 2018 International Codes, with the exception of the 2018 Energy Conservation Code (IECC). The IECC is proposed to remain as the 2012 Edition. During this presentation, several questions were raised pertaining to the cost of adopting new codes.

Estimating the cost of code changes is incredibly difficult due to the large number of variables and unique features of each and every project. The City would not have the resources to perform a comprehensive study individually, but several different organizations prepare reports on different subjects within the codes. A large portion of our permitting and construction work is residential; therefore we can utilize documents prepared by the National Association of Home Builders for residential construction. We will separately send two documents to the City Council pertaining to residential cost in the 2018 codes. One covers single family residences and the other covers multi-family townhome and apartment projects.

The documents do a good job of summarizing cost comparisons for many conditions found in residential construction. In reviewing these documents, we can find examples of things that cost more in newer codes, but we also find many examples of things that cost less with the new requirements. We know that new code requirements are often related to fire and life safety. It is important to recognize that building officials, builders and trade associations involved in the code revision process also propose many changes that will result in cost savings to builders and home/building owners. Changes in technology, materials, construction methods and general construction process and philosophy can result in cost savings in newer codes. Staff has also made a concerted effort to coordinate proposed changes with the local industry to minimize costs in code amendments. Compromises in energy codes especially save a significant amount of construction cost.

Analysis of the cost estimates for the overall changes in codes from 2012 to 2018 editions are too complex, so we will rely upon the research of trade associations. This document will focus on the cost impacts of the proposed amendments to the model codes. We will outline several subjects and describe the cost impacts of these changes.

Cost Analysis of Significant Changes:

1) International Building Code (IBC)

- a) **107.1.1 – Plans for one- and two-family dwellings will require architect and engineer seals for designs.**
 - i) The majority of plans we receive are already stamped by engineers/architects due to performance based structural designs. For those that do not, we believe this would cost \$200-\$1,000 additional during design of the home, depending upon the size and complexity of the design.
- b) **107.2.9 – Code footprint drawings are required for certain occupancies where required by the State Fire Marshal's Office.**
 - i) This is already required by the State; therefore, this does not have a cost impact.
- c) **423.5 – Storm shelter areas are required for R-1, R-2, R-3, R-4 residential, I-1 and I-2 institutional occupancies.**
 - i) Basements and rooms commonly provided below the front steps in residential buildings are considered to provide the required storm protection, therefore additional storm shelters will not be required. This requirement will primarily impact townhomes and apartments.
 - ii) Modular storm shelters for individual dwelling units that will shelter 5-6 persons range from \$4,900 to \$5,600 installed (tornadotoughshelters.com). Shelters that are built into the home during construction would likely be lower cost as they would be integrated into the structure as it is built.
 - iii) We are not able to estimate the cost for sheltering in an apartment or hospital environment as it would be highly dependent upon building features and design. Integration of a storm shelter will add cost to these projects.
- d) **[F] 903.2.9(6) – The threshold for fire sprinkler protection for S-1 mini storage reduced to 2,500 SF.**
 - i) The cost for dry-pipe fire sprinkler systems is frequently estimated at \$2.50 to \$5.00 per square foot. These systems will be relatively simple in layout and piping but will require a heated room for riser equipment that is not currently in most designs. A lot of cost is in the service tap and trenching for the underground mains. Projects with multiple small buildings would benefit from an economy of scale and duplicated design, therefore square foot cost would go down. Cost is also dependent upon building size. Cost per square foot goes down as building size increases.
- e) **[F] 903.3.1.2.1 – Sprinkler protection shall be provided for balconies and decks of multi-family dwelling buildings, regardless of construction type.**
 - i) This is already common practice because it is currently required for apartment buildings of combustible construction. That is the predominate construction type in this area. We would estimate that adding these sprinklers would be approximately \$200 - \$500 per head for the rare projects that don't already have them.

- f) **[F] 903.3.1.2.1 – Sprinkler protection, or other measures required for combustible attics of multi-family dwelling buildings, regardless of height.**
 - i) This requirement will be difficult to estimate since building designs can vary greatly in layout and complexity. New systems and design methods are available that can make attic projection very simple with only a single pipe down the center. Other more complex roofs may have more complex designs. We would estimate a dry-pipe sprinkler system in an attic to be approximately \$2.50 / square foot for piping. The system will also require a dry-valve and compressor that will cost approximately \$6,000.
- g) **903.3.1.2.4 – Sprinkler protection for attached garages in multi-family residential.**
 - i) Adding a dry-barrel sprinkler to an attached garage would be estimated at \$200 - \$500 per sprinkler / unit. Most attached garages in townhomes and apartments can be protected with a single sprinkler per garage bay.
- h) **903.3.1.3.1 – Sprinkler protection for attached garages in townhomes.**
 - i) Adding a dry-barrel sprinkler to an attached garage would be estimated at \$200 - \$500 per sprinkler / unit. Most attached garages in townhomes and apartments can be protected with a single sprinkler per garage bay.
- i) **903.3.5.3 – Main control valve for fire sprinkler systems.**
 - i) This will only affect projects that have the backflow preventer for the fire sprinkler system outside the building in a vault. It will allow the fire department to turn off sprinkler systems more quickly once the fire is out to reduce water damage. The cost of this additional valve is approximately \$600.
- j) **903.4.3 – Floor control valves for sprinkler systems in 3 or more story buildings.**
 - i) Adding a floor control valve assembly would add approximately \$1,000 per floor. These are currently required for buildings generally 7 stories and higher. The valves would be added to buildings from 3-7 stories.
- k) **3001.6 – Elevator certificates will be required for occupancy and annual inspections. Additional requirements for permits and fees have been deleted.**
 - i) This change reduces costs for our businesses. They were previously required to pay a \$30 annual fee per elevator. This change will remove that fee and will allow all elevator inspection certificates to be uploaded through our inspection reporting system (Compliance Engine) for \$12 per building (not per elevator).

2) International Residential Code (IRC)

- a) **R303.4 – Modification of mechanical ventilation requirements.**
 - i) This existing amendment lowers builder and consumer cost as compared to the prescriptive code. This change is estimated to save consumers approximately \$650, in addition to avoiding the cost of operating ventilation on an ongoing basis. Estimates of annual ventilation power cost are approximately \$100/year.

- b) **R313.1 – Automatic fire sprinkler systems are required in multi-family dwelling units with 3 or more units. This will apply to townhome projects with 3 or more units.**
- i) We have estimates ranging from approximately \$7,000 - \$8,000 per unit for fire sprinklers in townhomes. Since the entire building is provided with a single service entrance and riser, the cost would go down per unit for larger buildings.
 - ii) The addition of fire sprinklers, however, provides other allowances that help to offset the cost. Examples are:
 - (1) The reduction of the fire wall fire resistance rating from 2-hours to 1-hour. In the NAHB analysis for an average design, the end townhouse (with a single fire wall) has a reduction of approximately \$2,550 and the mid-unit (two fire walls) has a reduction of approximately \$5,100.
 - (2) There is a potential reduction in the number of egress windows in the basement, for residences that have more than one bedroom in the basement. Without sprinklers, an escape window is required in each bedroom. In a sprinklered residence, only one is required for the entire basement. Each escape window eliminated is estimated to reduce cost by \$1,555.
 - (3) Elimination of additional protection for wood I-joists and trusses. This has been estimated to add an average of \$500-\$600 that would be saved if the townhome was provided with fire sprinklers.
 - (4) Additional allowances are permitted for fire department access, fire flow and the quantity of fire hydrants for sprinklered townhome developments.
 - iii) With these allowances and exceptions gained by providing fire sprinklers, the cost of the fire sprinkler system is nearly offset. Additional savings are commonly available for the owners in reductions of insurance premiums. Common reductions are 10%-15%. The gains in fire protection and life safety provided by the fire sprinkler system are significant.
- c) **R319 – Illumination of address numbers is required.**
- i) This requirement simply states that street address numbers are to be placed near exterior lighting fixtures that are already required. They are not required to be illuminated at all times; they are to be illuminated when the homeowner turns the exterior lights on. This amendment only stipulates the arrangement of components that are already provided, therefore there is no cost impact.
- d) **R323.2 – A storm shelter area or basement is required in residential occupancies.**
- i) Basements and rooms commonly provided below the front steps in residential buildings are considered to provide the required storm protection, therefore additional storm shelters will not be required. This requirement will primarily impact townhomes and apartments.
 - ii) Modular storm shelters for individual dwelling units that will shelter 5-6 persons range from \$4,900 to \$5,600 installed (tornadotoughshelters.com). Shelters that are built into the home during construction would likely be lower cost as they would be integrated into the structure as it is built.
- e) **N1101.13 – Home Energy Rating System (HERS) energy code compliance method rating modified from 85 to 80.**
- i) Allowing the use of the Home Energy Rating System is a cost saving, performance-based design approach that the City placed into the 2012 codes before it was adopted nationally. It is now in the 2018 codes, although at a much lower score. We have modified the passing score consistently across the metro Kansas City area in cooperation with the local construction industry. The average

HERS rating for homes using this method averaged approximately 76 last year. Improvements in energy efficiency are often consumer driven, therefore performance typically exceeds requirements. This change in the HERS score is not expected to have a cost impact since most homes already rate below this number.

- f) **E3902.2, E3902.5 – Additional exceptions are provided for GFCI electrical receptacles.**
 - i) This change is estimated to save consumers approximately \$25 for each GFCI outlet avoided.

3) International Existing Building Code (IEBC)

- a) No significant changes

4) International Plumbing Code (IPC)

- a) **403.1 – Exceptions are added for service sinks; reducing the number of occupancies where they are required.**
 - i) This change will eliminate service sinks for some small occupancies. The cost savings is estimated at \$500.
- b) **410.4 – Provisions are added allowing more substitutions for drinking fountains.**
 - i) This change will allow reductions in the number of drinking fountains. Each drinking fountain is estimated to cost approximately \$2300 installed, therefore reducing the number required can result in significant savings.

5) International Mechanical Code (IMC)

- a) No significant changes.

6) International Fuel Gas Code (IFGC)

- a) No significant changes.

7) National Electrical Code (NEC)

- a) **210.8(A)(2) and 210.8(A)(5) – Additional exceptions are provided for GFCI receptacles in basements and garages.**
 - i) This change is estimated to save consumers approximately \$25 for each GFCI outlet avoided.

8) International Energy Conservation Code (IECC)

- a) The Energy Code will remain as the 2012 Edition at this time. Only minor changes are proposed, and the intent is to maintain current approach. There is a cost savings in the decision to not adopt the 2018 energy code.

9) International Swimming Pool and Spa Code (ISPSC)

- a) **305.4 – An additional provision is provided permitting the use of a home security system in lieu of a separate alarm for doors and windows leading to a pool area.**

- i) This will provide an additional option for those that already have a home security system. It does not change the requirement for door and window alarms, therefore there is no increased cost over current requirements. In some cases, there could be a cost reduction if some homeowners utilize their alarm system rather than purchasing an additional alarm system.

10) International Property Maintenance Code (IPMC)

- a) No technical changes are proposed, and there are no significant changes in the standard, therefore this does not have a cost impact.

11) International Fire Code (IFC)

- i) **105.6 – Operational permit requirements are modified. New operational permits are required for Special Amusement Buildings and Mobile Food Preparation Vehicles.**
 - (1) This will add permits for mobile food trucks and special amusement buildings. Fees are not established for these permits at this time, however similar annual permits are currently \$100 per year. These fees will need to be considered and set in the comprehensive fee schedule next year.
- b) **308.1.4 – Open flame cooking appliances prohibited on combustible balconies and decks in multi-family occupancies. Gas cooking appliances are permitted when fire sprinklers are provided.**
 - i) This amendment will provide greater flexibility for use of gas grills when balconies are protected by sprinklers. There is no cost impact to the building or consumer.
- c) **407.5, 407.6 – HMMP and HMIS are required for facilities requiring a hazardous materials permit.**
 - i) These plans will be required to be presented during design/permit application for hazardous materials facilities. Cost will depend upon complexity, but we would estimate engineering consultant costs for this document to be \$500 - \$2,500.
- d) **1103.5.1 – Group A-2 retroactive fire sprinkler requirements. Date of compliance is set at December 31, 2020.**
 - i) Adding fire sprinklers to an existing facility could range from \$3.00 to \$5.00 per square foot. Our amendment simply sets the effective date farther into the future. At this time, we are working to identify locations in our City where this will apply.
- e) **1103.5.3 – Group I-2 retroactive fire sprinkler requirements. Date of compliance is set at December 31, 2020.**
 - i) Adding fire sprinklers to an existing facility could range from \$3.00 to \$5.00 per square foot. Our amendment simply sets the effective date farther into the future. At this time, we are working to identify locations in our City where this will apply.
- f) **3310.1 – Fire access is required during construction before combustible construction commences.**
 - i) This amendment should not have a cost impact but may modify the sequence in which construction projects will follow. It requires the roadways and paved surfaces to be constructed at the beginning of the project rather than late in the project.
- g) **Appendix D – fire apparatus turnaround requirements for cul-de-sacs reduced to 78-foot diameter.**
 - i) Change in cul-de-sac diameter has been estimated to save \$18,000 in construction costs.

Other amendments reducing costs for builders/owners:

- a) Revisions to foundation requirements by allowing the Johnson County Foundation Standard.
- b) Existing energy conservation amendments reduce construction and consumer cost. The Kansas City HBA has estimated that amendments pertaining to Residential Codes save the consumer approximately \$6,100 per home. These modifications include, but are not limited to:
 - i) Reduction in exterior wall thickness and insulation.
 - ii) Removal of mandatory commissioning requirements.
 - iii) Removal of mandatory mechanical system testing.
 - iv) Removal of mandatory air leakage testing (although this is performed under the voluntary HERS design performance design method).
 - v) Modification of mechanical ventilation requirements.
 - vi) Permitting the continued use of building cavities for return air.
- c) Removal of retroactive photoluminescent exit path marking materials.
- d) Modification of crowd manager requirements.

This memo was intended to summarize the cost impact of the significant amendments proposed in the codes. As you can see, some will result in increased cost while others will actually reduce cost of construction. As mentioned previously, we will also send the Council two documents outlining the cost impacts of the codes overall for residential construction. Please remember though, these documents will address the code as written and will not address the amendments that we have implemented, both existing and new, that relieve some of the requirements and associated costs based upon our local construction practices.

Staff will provide this report and hold a discussion session to address further questions at the April 16 Council meeting. We then plan to return on May 6th for a vote on these proposed adoptions and amendments. Please do not hesitate to contact me if you require any further information on these proposals.

Sincerely,



Mark S. Wassom, P.E., FM, CBO
Assistant Chief of Community Risk Reduction / Chief Building Official



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 5/7/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: This presentation provides Council with information on the proposed design for the new Park Maintenance Facility building.

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 approved an agreement with McCownGordon Construction to provide, along with The Clark Enersen Partners, Design/Build services for the Park Maintenance Facility Improvements Project. The project is proceeding on a "fast-track" schedule to construct a new location for the Park Maintenance operation which, due to sale of the property, is scheduled to be displaced within the next twelve months.

The Design/Build team has met with the City stakeholders numerous times to assess the 70-acre parcel, to evaluate space needs and to determine an appropriate construction budget. Subsequent working sessions were held to develop a functional, cost-effective design.

The McCownGordon/Clark Enersen team will present to the City Council the design development plans. This presentation will focus on providing the City Council an understanding of the project design, including the site layout, the building exterior, and the interior spaces. Input and direction received from the City Council will be incorporated into the final construction documents.

The Park Maintenance Facilities Improvements Project design and construction schedule tentatively accommodates a May 2020 closing date for the sale of the existing Spruce St. campus.

The following is the schedule of upcoming activities for this project:

- Neighborhood Meeting May 14, 2019
- Complete Package 1 Design - Site Infrastructure & Structural Steel Spring 2019
- Council Approval of GMP Contract for Package 1 Summer 2019
- Complete Package 2 Design - Building Construction Summer 2019

MEETING DATE: 5/7/2019

- Council Approval of GMP Contract for Package 2 Summer 2019
- Substantial Completion/Occupancy/Move-In April 2020

FINANCIAL IMPACT:

Proposed 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:

Staff requests the City Council provide feedback and direction related to the design presented.

ATTACHMENT(S):

- A: Design Presentation
- B: Project Fact Sheet
- C: Project Location Map

OLATHE PARKS MAINTENANCE FACILITY

CITY COUNCIL PRESENTATION

May 7, 2019

Chad Foster, AIA

Senior Building Design Project Manager





Garage Bays

Storage/Shop

Office/Meeting

➔ FIRST FLOOR PLAN

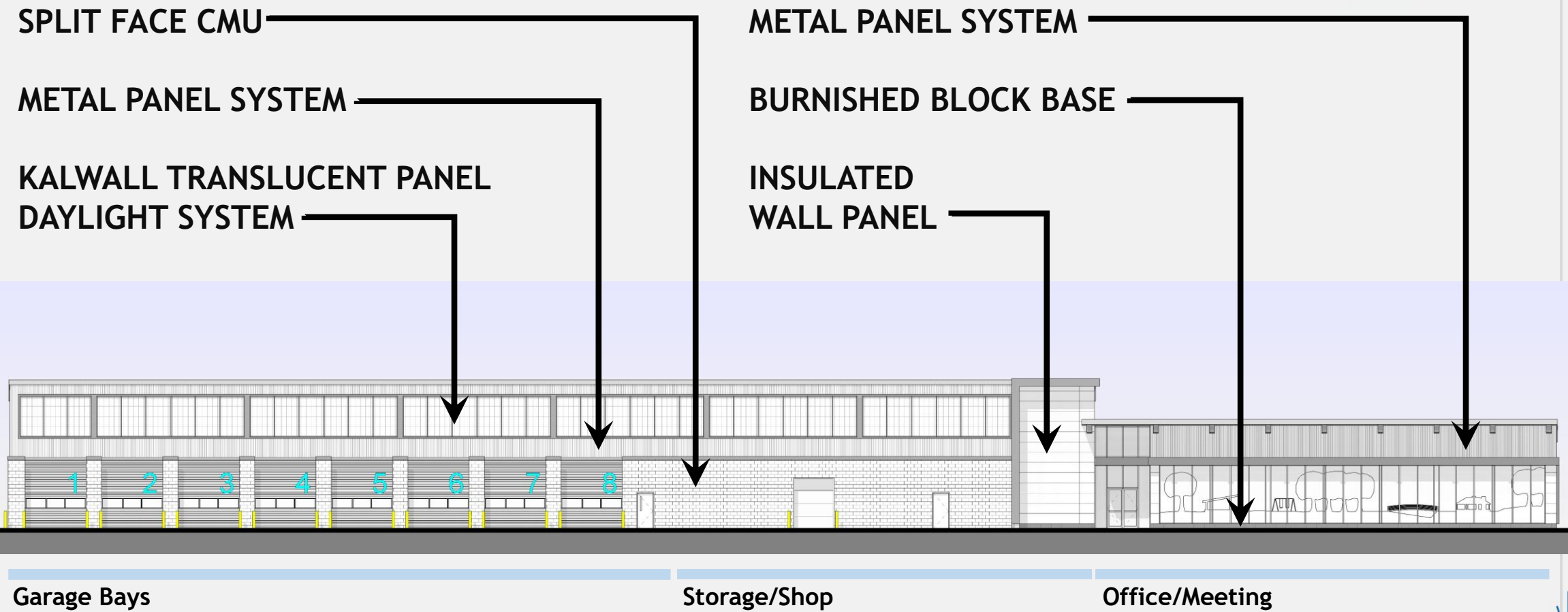


Garage Bays

Storage/Shop

Office/Meeting

➡ **MEZZANINE FLOOR PLAN**



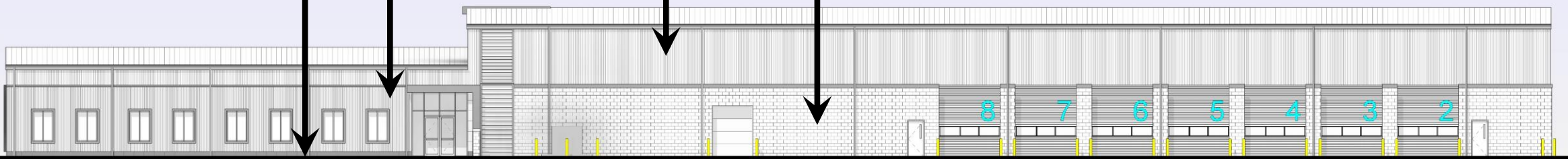
SOUTH ELEVATION

METAL PANEL
SYSTEM

BURNISHED BLOCK
BASE

METAL PANEL SYSTEM

SPLIT FACE CMU



Office/Meeting

Storage/Shop

Garage Bays

NORTH ELEVATION

BURNISHED BLOCK BASE

METAL PANEL
SYSTEM

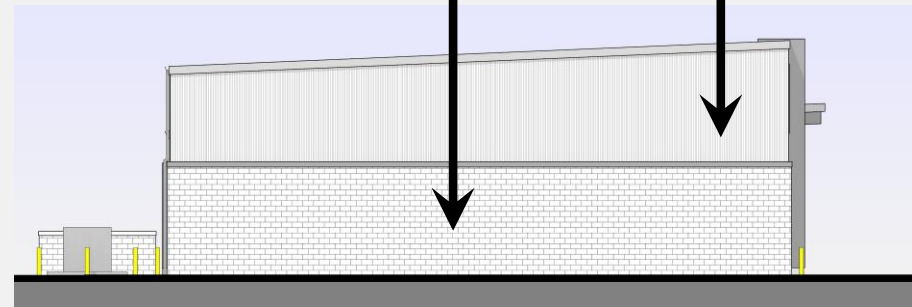
INSULATED
WALL PANEL



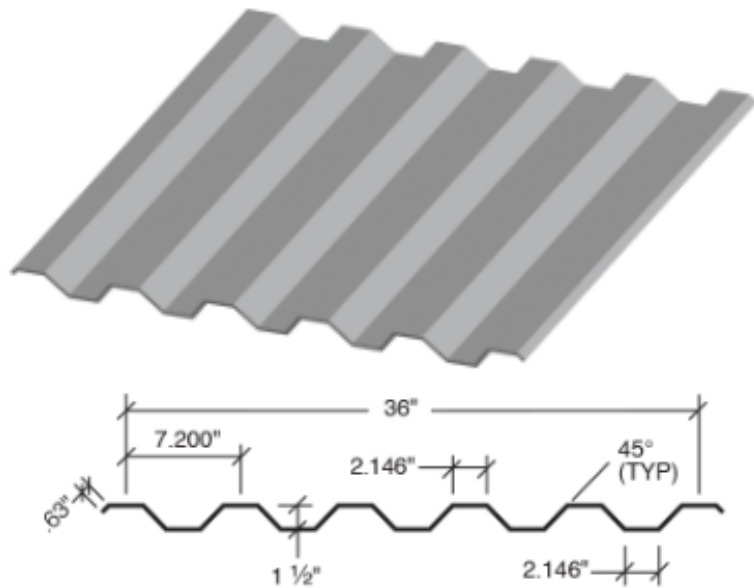
EAST ELEVATION

METAL PANEL SYSTEM

SPLIT FACED CMU



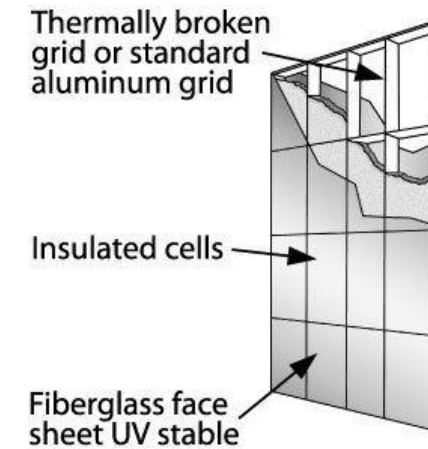
WEST ELEVATION



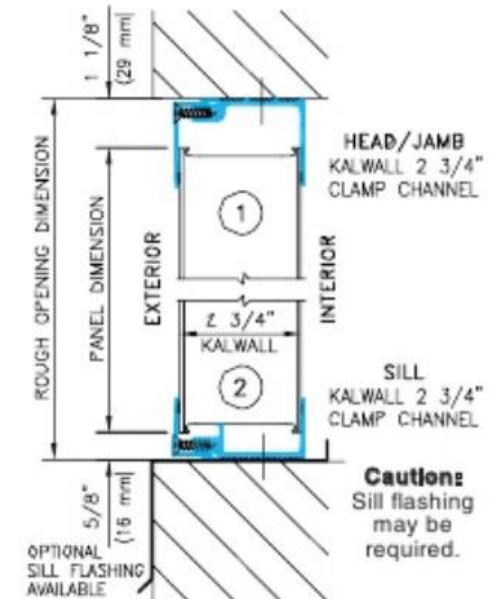
METAL PANEL SYSTEM



INSULATED METAL PANEL SYSTEM



KALWALL TRANSLUCENT PANEL DAYLIGHTING SYSTEM



EXTERIOR MATERIAL PALLET



BURNISHED BLOCK MASONRY



SPLIT FACED CMU MASONRY

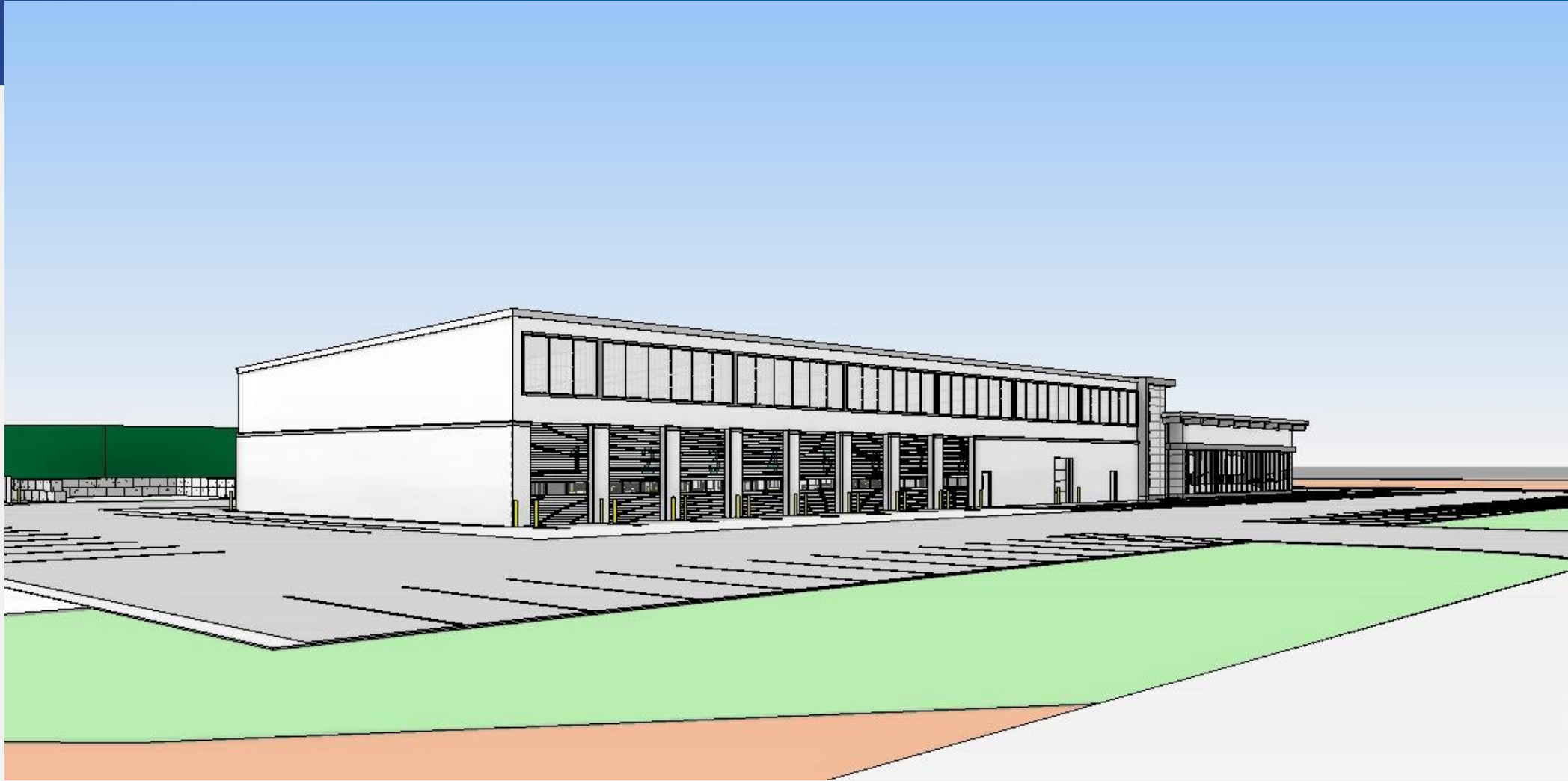
EXTERIOR MATERIAL PALLET

PROJECT SCHEDULE MILESTONES:

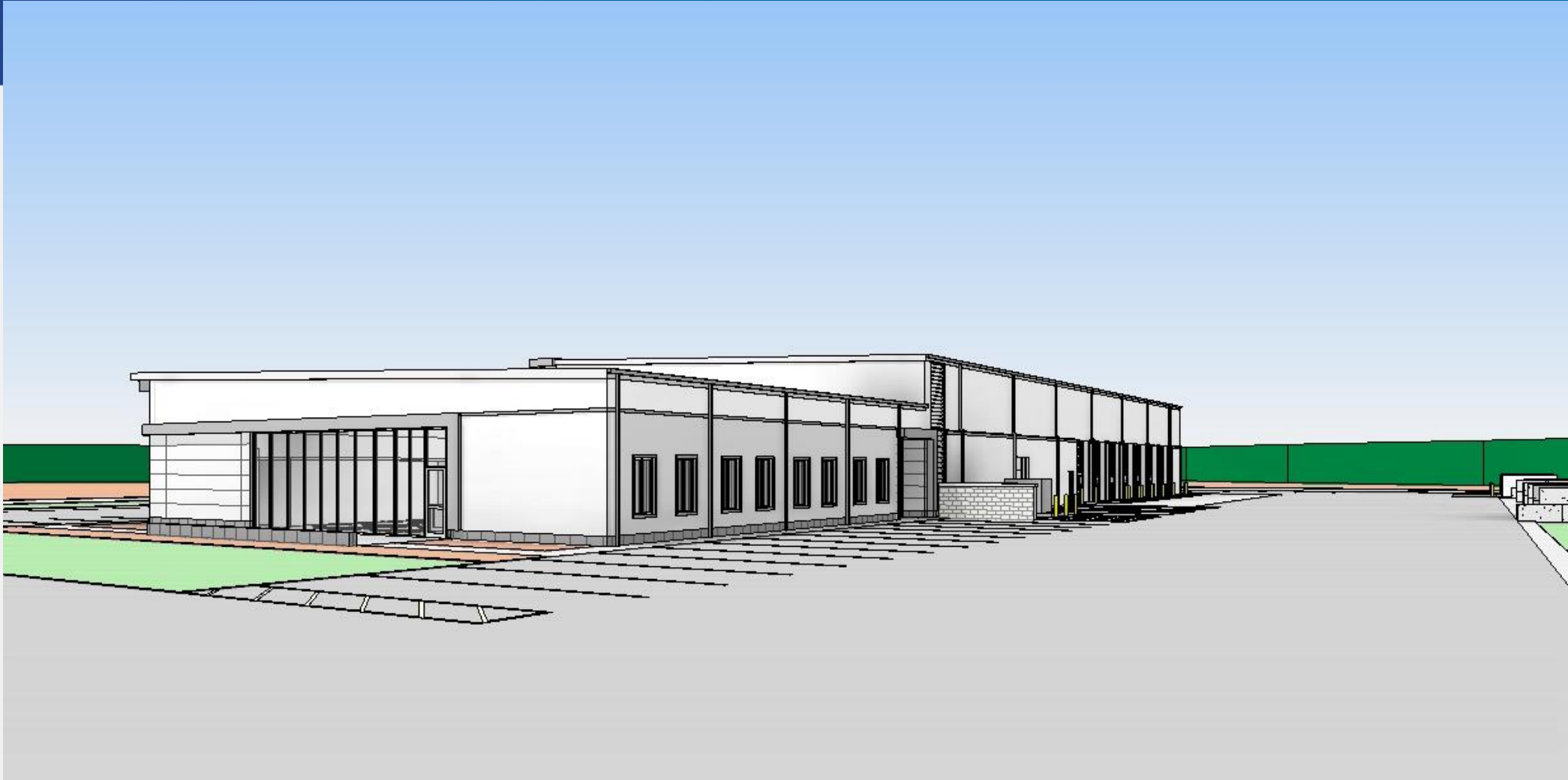
- **Neighborhood Meeting** **May 14, 2019**
- **Complete Package 1 Design** **Spring 2019**
 - Site Infrastructure & Structural Steel
- **Council Approval of GMP Contract for Package 1** **Summer 2019**
- **Complete package 2 Design** **Summer 2019**
 - Building Construction
- **Council Approval of GPM Contract for Package 2** **Summer 2019**
- **Substantial Completion/Occupancy/Move-In** **April 2020**



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE



EXTERIOR PERSPECTIVE

QUESTIONS:



PROJECT FACT SHEET
PARK MAINTENANCE FACILITIES IMPROVEMENTS PROJECT
PN 6-C-001-18
May 7, 2019

Project Manager: Beth Wright / Chad Foster

Description: This project is for the design and construction of a new Park Maintenance Facilities and associated site infrastructure on land west of and adjacent to the City's Public Works campus.

Justification: The Parks Operations division is currently located 404 N. K-7 Highway. Due to a redevelopment opportunity with the property, the City has determined it is necessary to construct a new facility for this division.

Schedule:	Item	Date
Programming		12-31-2018
Contract Award – Design-Build Team		11-6-2018
Design & Guaranteed Maximum Price (GMP)	Site & Structural Steel	Summer 2019
	Buildings	Summer 2019
Construction Start		Summer 2019
Construction Completion		Spring 2020

Council Actions:	Date	Amount
Authorization – Park Maintenance	11-6-2018	\$5,000,000
Authorization – Infrastructure	11-6-2018	\$2,450,000
Design-Build Agreement	11-6-2018	\$418,600
Presentation	3-19-2019	N/A
Presentation	4-16-2019	N/A
Presentation	5-7-2019	N/A

Proposed Funding Sources:	Amount	CIP Year
Cash	\$2,000,000	2019
General Obligation Bonds	\$9,500,000	2021

Proposed Expenditures:	Budget	Amount to Date
Staff Costs	\$230,000	\$24,343
Planning and Design Services	\$700,000	\$143,655
Site Infrastructure & Building Construction	\$8,425,000	\$0
Inspection/Testing	\$140,000	\$0
FF&E/IT/Miscellaneous & Contingency	\$1,380,000	\$0
Materials for Site Structures	\$625,000	\$0
Total	\$11,500,000	\$167,998

**PARK MAINTENANCE FACILITIES IMPROVEMENTS PROJECT
PN 6-C-001-18
PROJECT LOCATION MAP**

