

Information Technology open house and tour, 135 S. Kansas Ave., 5:30 P.M. - 6:30 P.M.

# 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 acquisition of property in north Olathe (Conley Street).

Staff Contact: Ron Shaver

**B.** Preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) regarding the acquisition of property in west Olathe (Park Street).

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, 2019 as "Asian-Pacific American Heritage Month."

**Staff Contact**: Kim Delana

**B.** Presentation of City employee awards.

**Staff Contact:** Michael Wilkes

# 7. CONSENT AGENDA

The items listed below are considered to be routine by the City Council and may be approved in one motion. These may include items that have been reviewed by the City Council in a prior planning session. There will be no separate discussion unless a Councilmember requests that an item be removed from the consent agenda and considered separately.

**A.** Consideration of approval of the City Council meeting minutes of May 7, 2019.

**Staff Contact:** Dianna Wright and Brenda Long

- B. Consideration of private club licenses for Shadow Glen Golf Club at 26000 Shadow Glen Drive and Grumpy's at 879 S. Parker.
   Staff Contact: Dianna Wright and Brenda Long
- C. Consideration of a new drinking establishment license for Blackbob Bar, LLC, d/b/a The Bar Olathe located at 14871 W. 151st Street and a renewal for GHC North Olathe Operator, LLC, d/b/a Genesis Health Club located at 17800 W. 106th Street.
  Staff Contact: Dianna Wright and Brenda Long
- Consideration of a Subaward Agreement between Kansas City Area Transportation Authority (KCATA) and the City of Olathe for an Enhanced Mobility of Seniors and Individuals with Disabilities Program grant for Olathe's Taxi Voucher Program.
   Staff Contact: Michael Meadors and Kathy Rankin
- E. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Church of the Resurrection West, Second Plat (FP19-0007) containing 1 lot on 19.76± acres; located at 24000 W. Valley Parkway. Planning Commission recommends approval 6 to 0.

**Staff Contact:** Aimee Nassif and Sean Pendley

- F. Request for the acceptance of the dedication of land for public easements and vacation of existing public easements for a final plat for Mentum (FP19-0001) including 16 commercial lots, 2 lots for apartments, and 1 common tract on 105.5± acres; located west of Harrison Street, between 151st Street and Southpark Boulevard. Planning Commission recommends approval 7 to 0.

  Staff Contact: Aimee Nassif and Sean Pendley
- **G.** Consideration of Consent Calendar.

**Staff Contact:** Mary Jaeger and Beth Wright

H. Consideration of Resolution No. 19-1036 authorizing the Park Maintenance Facilities Improvements Project, PN 6-C-001-18; and repealing Resolution 18-1098 and Resolution 18-1099.
 Staff Contact: Mary Jaeger and Beth Wright

I. Consideration of a Professional Services Agreement with HDR Engineering, Inc. for design of the Old 56 Hwy Arterial Mill and Overlay Project, PN 3-P-001-20.

**Staff Contact:** Mary Jaeger and Beth Wright

- Consideration of Engineer's Estimate, acceptance of bids and award of contract to Amino Brothers Co., Inc. for construction of the Church Street Improvements Project, PN 3-R-001-19.
   Staff Contact: Mary Jaeger and Beth Wright
  - Consideration of Resolution No. 19-1037 authorizing a survey and description of land or interest to be condemned for the 159th Street and

Black Bob Road Improvements Project, PN 3-C-006-16.

Staff Contact: Mary Jaeger, Ron Shaver and Beth Wright

L. Consideration of an Agreement with Johnson County for design of the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

Staff Contact: Mary Jaeger and Beth Wright

**M.** Acceptance of bid and consideration of award of contract to Bobcat for the replacement of a T770 T4 Compact Track Loader for the Parks and Recreation Department.

Staff Contact: Michael Meadors and Amy Tharnish

# 8. NEW BUSINESS-PUBLIC WORKS

K.

A. Consideration of Ordinance No. 19-17 approving an engineer's survey and authorizing the acquisition of land for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.

**Staff Contact**: Mary Jaeger, Ron Shaver and Beth Wright

Action needed: Consider a motion to approve or deny

#### 9. NEW BUSINESS-ADMINISTRATION

**A.** Consideration of Ordinance No. 19-18 concerning amendments to the animal nuisance Ordinance, O.M.C. 8.10.010.

Staff Contact: Ron Shaver and Daniel Yoza

Action needed: Consider a motion to approve or deny

# 10. NEW CITY COUNCIL BUSINESS

#### 11. END OF TELEVISED SESSION

# 12. GENERAL ISSUES AND CONCERNS OF CITIZENS

# 13. CONVENE FOR PLANNING SESSION

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

# A. REPORTS

1. Report on a request by JDC North Olathe Properties, LLC for a master resolution for a business park, and a first project under the master resolution for an industrial warehouse in the Olathe Commerce Park and for issuance of industrial revenue bonds and tax phase-in for the construction of a 21,400 sq. ft. industrial warehouse on approximately 6.5 acres at the southeast corner of Dennis Avenue and the future Pine Street.

**Staff Contact**: Dianna Wright and Emily Vincent

2. Report regarding a health check of the existing technical infrastructure rating the usability, reliability and age was completed. The report defines a timeline, budget and approach to addressing priorities.

Staff Contact: Mike Sirna

3. Report on Ordinance 19-XX amending Olathe Municipal Code Section 130.05.050 pertaining to utility and meter damage and repealing the existing section.

**Staff Contact:** Mary Jaeger, Ron Shaver and Alan Shorthouse

**4.** Report on the final design for the Municipal Court Security Enhancements Project, PN 7-C-001-19.

**Staff Contact:** Mary Jaeger and Beth Wright

# B. DISCUSSION ITEMS

1. Informational update on the final design and artist selection for the City's Downtown Street Mural Project at the intersection of Park and Cherry streets. (15 mins.)

Staff Contact: Aimee Nassif and Emily Carrillo

**2.** Legal Department Activities and Initiatives. (15 mins.)

Staff Contact: Ron Shaver

#### 14. ADDITIONAL ITEMS

# 15. ADJOURNMENT

# **PROCLAMATION**

WHEREAS, Asian Americans and Pacific Islanders have had a significant

influence on our country, through our history, our culture, and our

success today; and

**WHEREAS,** Olathe is proud to be home to so many incredible Asian-Americans

and Pacific Islanders who have helped shaped the foundation of our great community, and laid out the path for our continued prosperity;

and

**WHEREAS**, Asian American Heritage Week began in our country in 1978,

before May was permanently designated as "Asian Pacific

American Heritage Month" in 1992; and

**WHEREAS,** In honor of Asian Pacific American Heritage Month, cities across

our nation will celebrate with cultural, artistic, educational, and

historical community events and activities; and

**WHEREAS,** Our City is dedicated to celebrating our residents' accomplishments

and contributions and thanking them for helping to make us who we

are today.

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

# ASIAN PACIFIC AMERICAN HERITAGE MONTH

in Olathe, urging all citizens to join in observing this month by learning about and celebrating Asian Americans' and Pacific Islanders' history and culture.

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

Michael Copeland, Mayor

Emily K. **Va**ncent, City Clerk



# City of Olathe

# **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** City Manager's Office **STAFF CONTACT:** Michael Wilkes

**SUBJECT:** Presentation of City employee awards.

#### ITEM DESCRIPTION:

Presentation of City employee awards

# SUMMARY:

The annual Public Service Recognition Week (PSRW) Employee Awards will be presented at the City Council meeting. The awards include:

# Spirit of the City Award

This award recognizes an individual employee whose performance or actions have gone beyond reasonable expectations for the job. This individual is characterized by the heart of a servant and this is what motivates their actions. This employee not only does things "right", but does the "right" thing. They bring a unique and inspiring attitude to their job duties and work environment while motivating others by their example. The actions of this employee enhance the image of other employees and the City organization.

# VVM (Vision, Values, Mission) Award

Recognizes an individual group who regularly demonstrates the core values of Leadership through Service, Teamwork, Customer Service, Learning and Communication while representing the City of Olathe. This employee (or group of employees) enhances their work environment, positively affects the actions of their co-workers, and motivates others while exemplifying these core values.

# **Good Samaritan Award**

Recognizes individuals who went above and beyond their traditional job duties to put their lives on the line to help others in need.

FINANCIAL IMPACT	Γ:
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N/A

# **ACTION NEEDED:**

Present awards to City employees

# ATTACHMENT(S):

N/A



# City of Olathe

# **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**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 May 7, 2019.

# **SUMMARY:**

Attached are the City Council meeting minutes of May 7, 2019 for Council consideration of approval.

# FINANCIAL IMPACT:

None

# **ACTION NEEDED:**

Approval of the City Council meeting minutes of May 7, 2019.

# ATTACHMENT(S):

A. 05-07-19 Council Minutes



City of Olathe City Council 100 E. Santa Fe | Council Chamber Tuesday | May 7, 2019 | 6:30 PM

# 1. CALL TO ORDER

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

**Absent:** Campbell

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

# 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.

Motion by Randall and seconded by Bacon to recess into an 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 159th and Black Bob Road improvements Project, PN 3-C-006-16 for 25 minutes.

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

**Absent:** Campbell

**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.

Motion by Randall seconded by Bacon to recess into an 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 acquisition of property in northwest Olathe for 25 minutes.

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

**Absent:** Campbell

#### 3. RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 7:00 p.m.

Executive Session Item A - Motion by Randall, seconded by Bacon to authorize

staff to acquire the public right-of-way and easements necessary to construct the 159th and Black Bob Road improvements Project, PN 3-C-006-16, as directed by the Governing Body. Motion passed 6-0

Executive Session Item B - Motion by Randall, seconded by Bacon to authorize staff to proceed with the strategies as discussed with and directed by the Governing Body. Motion passed 6-0

- 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."
    Mayor Copeland read the proclamation and presented it to Park Services Coordinator Brian Nilges, 2018 Public Service Award recipient, on behalf of all his fellow employees.
  - B. Consideration of Resolution No. 19-1031 appointing members to the Persons with Disabilities Advisory Board.
    Mayor Copeland presented certificates of reappointment to Mark Cameron, Donna Holsten and Perry "PJ" Trammell. Claire Reagan and Jawanda Mast were presented with certificates of appointment. Michelle Brown was reappointed to serve, but was not present.

Mark Gash, Persons with Disabilities Advisory Board Chair, made comments regarding the appointees and their willingness to serve.

Motion by Randall, seconded by Bacon, to approve Resolution No. 19-1031. The motion carried by the following vote:

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

Absent: Campbell

Consideration of Resolution No. 19-1032 appointing a new member to the Olathe Human Relations Commission.
 Mayor Copeland presented a certificate of appointment to Jorge

Santana recognizing his appointment to serve on the Human Relations Commission.

Hector Silva, Olathe Human Relations Commission Chair, welcomed

Jorge to the Commission.

Motion by Randall, seconded by Bacon, to approve Resolution No. 19-1032. The motion carried by the following vote:

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

Absent: Campbell

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

Mayor Copeland announced that Tom Glinstra was reappointed to serve on the Library board but was unable to attend council meeting to be recognized.

Motion by Randall, seconded by Bacon, to approve Resolution No. 19-1033. The motion carried by the following vote:

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

Absent: Campbell

#### 7. PUBLIC HEARINGS

A. Consideration of a public hearing to identify needs for the 2020
 Community Development Block Grant (CDBG) funding.
 Mayor Copeland opened the public hearing and invited comments.

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

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

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

**Absent:** Campbell

# 8. CONSENT AGENDA

Councilmember Brownlee requested item H be removed for separate consideration and vote.

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

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

Absent: Campbell

**A.** Consideration of approval of the City Council meeting minutes of April 16, 2019.

**Approved** 

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.
Approved

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

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. Approved

- 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. Approved
- 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.

  Approved
- **G.** Consideration of Consent Calendar.

Approved

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.

Councilmember Brownlee questioned what the anticipated completion date would be and what was being considered to alleviate congestion during this project since it is such a high traffic intersection.

Deputy Public Works Director, Beth Wright, said the project would extend into the fall, but would not begin until after Memorial Day to avoid school traffic. She also said they were using a qualified contractor who understood the need to expedite the project.

Ms. Brownlee asked if any thought had been given to working through the night. Ms. Wright said that was possible as well as possibly offering incentives to avoid delays.

Motion by Randall, seconded by Bacon to approve consent item H. The vote carried by the following vote:

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

Absent: Campbell

- 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.
  Approved
- 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.

Approved

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.

**Approved** 

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.

Approved

#### 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.

Planner Dan Fernandez gave a brief presentation giving an overview of the property at 154th and Brentwood.

Councilmember McCoy asked questions regarding the number of total units to be built.

Councilmember Vogt asked if concerns that were raised such as trash receptacles being moved would be addressed in the final development plan. She also asked what other developments she could compare this project to so she could assess the quality. Councilmember Bacon wanted to know the percentage of units that would have a garage.

Mr. Fernandez addressed each of their concerns and then invited Aaron March, Counsel for the applicant, to the podium to address the Council.

Mr. March thanked staff and neighbors for working together to address all concerns and to make this development a success. He indicated all current buildings are being painted and will be upgraded to make them look like the new ones being built. He also indicated driveways and trash receptacles would be moved per suggestions of staff.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 19-15, RZ19-0001. The motion carried by the following vote:

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

Absent: Campbell

**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.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-16. The motion carried by the following vote:

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

Absent: Campbell

# 10. NEW CITY COUNCIL BUSINESS

Councilmember McCoy recognized the 18 new firemen and first responders. He said he feels privileged to live in Olathe.

Councilmember Randall expressed appreciation for the Scouting Open House he was able to attend. He also shared about the Parks & Rec activity guide and the many activities that are available for Olathe citizens of all ages.

# 11. END OF TELEVISED SESSION

# 12. GENERAL ISSUES AND CONCERNS OF CITIZENS

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

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

Angie Powers, 1721 W. Spruce Street, Olathe, spoke in support of an LGBTQ non-discrimination ordinance.

Angela Schweller, 19769 W. 107th Street, Olathe, spoke in support of passing a non-discrimination ordinance.

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

# 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

- Quarterly Procurement Report.
   The report was accepted, and no presentation was given.
- 2. Report on Ordinance No. 19-XX concerning amendments to the animal nuisance Ordinance, O.M.C. 8.10.010.

  The report was accepted, and no presentation was given.

#### B. DISCUSSION ITEMS

 Proposed amendments to Titles 15 and 16 of the Olathe Municipal Code concerning adoption and amendment of the 2018 International Codes.

Assistant Fire Chief Wassom completed a presentation addressing questions from councilmembers as a follow up to the previous presentation on April 2nd. There was considerable discussion regarding a variety of issues and Assistant Fire Chief Wassom provided detailed answers to each concern and question.

Home Builders Association Executive Vice President, William

Ruder, expressed appreciation and gratitude for the collaborative environment the City has created regarding the building codes. Mr. Ruder expressed the desire for affordability and attainability for home buyers. He thanked the council and staff for the on-going dialogue regarding codes.

Discussion on the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.
Senior Build Design Project Manager, Chad Foster, Chris Hess with McGownGordon Construction and Rick Wise with Clark Enersen Partners, completed a presentation of the conceptual design for the proposed park maintenance facility. There was discussion regarding the functionality, cost for infrastructure and the longevity of the facility. Chad Foster answered questions and addressed the concerns of the councilmembers. Parks and Rec Director, Michael Meadors, also answered questions.

# 14. ADDITIONAL ITEMS

Councilmember McCoy expressed concerns regarding events he has attended with other organizations and he felt misinformation was being shared.

Councilmember Vogt thanked Mr. McCoy for speaking up.

Councilmember Randall also thanked Mr. McCoy and applauded the City's transparency. He also shared City Council "puns."

Councilmember Brownlee expressed gratitude for the stormwater management team.

# 15. ADJOURNMENT

The meeting adjourned at 8:59 P.M.

Brenda D. Long
Assistant City Clerk



# City of Olathe

# **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

SUBJECT: Consideration of private club licenses for Shadow Glen Golf Club at 26000 Shadow Glen

Drive and Grumpy's at 879 S. Parker.

# ITEM DESCRIPTION:

Consideration of private club licenses for Shadow Glen Golf Club at 26000 Shadow Glen Drive and Grumpy's at 879 S. Parker.

# **SUMMARY:**

The applications for the businesses noted below have been submitted for private club licenses in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The applications are available in the City Clerk's office for review.

Shadow Glen Golf Club

26000 Shadow Glen

Olathe, KS 66061

Grumpy's

879 S. Parker

Olathe, KS 66061

# **FINANCIAL IMPACT:**

The license fees as established in Title 7 of the Olathe Municipal Code in the amount of \$500.00 for private clubs have been collected for these license applications.

# **ACTION NEEDED:**

Approve these applications for a license as part of the consent agenda.

# ATTACHMENT(S):

- A. Shadow Glen Golf Club staff recommendations
- B. Grumpy's staff recommendations

From: Brenda Long

**Sent:** Friday, May 3, 2019 5:17 PM **To:** Rrachelle Breckenridge

**Subject:** PCL - Shadow Glen Golf Club 04-29-19 **Attachments:** PCL - Shadow Glen Golf Club 04-29-19.pdf

Tracking: Recipient Response

Rrachelle Breckenridge Approve: 5/6/2019 11:03 AM

I have received the approvals for Shadow Glen's Liquor License. Please use the voting tab to provide your recommendation.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

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







From: Brenda Long

**Sent:** Tuesday, April 30, 2019 3:24 PM

To: Benjamin Laxton; Curtis Bowman; David Bryant; Dennis Pine; GIS Shared; James Gorham; Jo Prochko;

Rrachelle Breckenridge

**Subject:** Shadow Glen Golf Club

**Attachments:** PCL - Shadow Glen Golf Club 04-29-19.pdf

Tracking: Recipient Response

Benjamin Laxton

Curtis Bowman

Approve: 5/1/2019 11:36 AM

Approve: 5/1/2019 7:14 AM

Approve: 5/3/2019 4:03 PM

James Gorham

Approve: 5/2/2019 3:13 PM

Ignore the first email and use this one. Forgot the voting tab!

Please use the voting tab to make comments and recommendations for the attached application by May 6.

Thank you.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







# **RECEIVED**

APR 2 9 2019

# **CITY OF OLATHE**



# CITY OF OLATHE CITY CLERK OFFICE

# PRIVATE CLUB LICENSE APPLICATION

Date: _	4/24/19	Busi	ness Phone:_	913	3 74-22	99	
Name	of Applicant:	Shadow G	Len Goli	F Cl	46		
Busine	ess Address of	Applicant: <u>&amp; 6000</u>	ShadowGla	en Dr.	Olathe City	KS State	6606/ <b>Z</b> ip
E-mail	Address of Ap	plicant (optional):	j'Cochre.	n @ 5	hadowyh	eniorg	
Legal o	description of p	remises: <u>Pr/v</u>	ate golf	club			
Owner	of premises (if	different than ap	plicant): <i>m</i> _	e m be,	rowned c	lub	
Addres	ss of owner of p	oremises:					<del></del>
					City	State	Zip
items	required that i	must accompan	y this applica	ition:			
The bi	separately D. License Fe	newed State of I after issuance I ee (\$500.00 – 2-y rivate Clubs auth NDRED DOLLAF	by the state) rear licensing orized by K.S	We w I <b>perio</b> .A. Sup	11) send wk d)	in receiv	red
All app	olications for ne	w or renewal city Governing Body.	licenses shal	l be su			
TO TH TRUTH		Y KNOWLEDGE	THE ABOVE	INFO	RMATION IS	CORRECT	AND
<u>Jc</u> Name	of Applicant (P	rint Please)	· · · · ·	State	e of <u> </u>	nsas	
Signat	Joynelos	hu		Cou	nty of _ ろし	nnson	
	ub Azcou	ntant	·	Nota	July & E	W.	
	Notal	JUDY F. EVANS y Public - State of Kansas	SEAL	Swo This	rn and subso	ribed before	e me this

From: Brenda Long

Sent:Friday, May 3, 2019 5:16 PMTo:Rrachelle BreckenridgeSubject:PCL - Grumpys LLC 04-26-19Attachments:PCL - Grumpys LLC 04-26-19.pdf

Tracking: Recipient Response

Rrachelle Breckenridge Approve: 5/6/2019 10:22 AM

I have received all the approvals for Grumpy's liquor license. Please use the voting tab to provide your recommendation.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







From: Curtis Bowman

**Sent:** Monday, April 29, 2019 12:28 PM

**To:** Brenda Long

**Subject:** RE: PCL - Grumpys LLC 04-26-19

Follow Up Flag: Follow up Flag Status: Flagged

# Approved



Sergeant Curtis Bowman - Professional Standards Unit

501 E. Old 56 Hwy, Olathe, KS 66061

**Desk** – (913) 971-7783

Email - cbowman@olatheks.org

From: Brenda Long

Sent: Monday, April 29, 2019 10:30 AM

**To:** Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dennis Pine <DPine@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rrachelle Breckenridge

<RRBreckenridge@OLATHEKS.ORG>
Subject: RE: PCL - Grumpys LLC 04-26-19

Let's try this again.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







From: Brenda Long

Sent: Monday, April 29, 2019 10:07 AM

**To:** Benjamin Laxton <<u>BALaxton@OLATHEKS.ORG</u>>; Curtis Bowman <<u>CBowman@OLATHEKS.ORG</u>>; David Bryant <<u>DFBryant@OLATHEKS.ORG</u>>; Dennis Pine <<u>DPine@OLATHEKS.ORG</u>>; GIS Shared <<u>GISShared@OLATHEKS.ORG</u>>; James Gorham <<u>JLGorham@OLATHEKS.ORG</u>>; Jo Prochko <<u>JProchko@OLATHEKS.ORG</u>>; Rrachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

Subject: RE: PCL - Grumpys LLC 04-26-19

Attached is a more complete application. There was a document omitted that I overlooked.

Thanks!

**From:** Benjamin Laxton

**Sent:** Monday, April 29, 2019 11:15 AM

**To:** Brenda Long

Cc: Timothy Linot; Marcia Cline
Subject: RE: PCL - Grumpys LLC 04-26-19

Attachments: PCL - Grumpys LLC 04-26-19.pdf; Approve: PCL - Grumpys LLC 04-26-19

Brenda,

We still recommend approval per my previous email (attached). Thanks for the updated file.

Benjamin Laxton, P.E., Fire Protection Engineer

(913) 971-9849 | OlatheKS.org

Fire | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







From: Brenda Long <BDLong@OLATHEKS.ORG>

**Sent:** April 29, 2019 10:30 AM

**To:** Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dennis Pine <DPine@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rrachelle Breckenridge

<RRBreckenridge@OLATHEKS.ORG>
Subject: RE: PCL - Grumpys LLC 04-26-19

Let's try this again.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







From: Brenda Long

Sent: Monday, April 29, 2019 10:07 AM

**To:** Benjamin Laxton <<u>BALaxton@OLATHEKS.ORG</u>>; Curtis Bowman <<u>CBowman@OLATHEKS.ORG</u>>; David Bryant <<u>DFBryant@OLATHEKS.ORG</u>>; Dennis Pine <<u>DPine@OLATHEKS.ORG</u>>; GIS Shared <<u>GISShared@OLATHEKS.ORG</u>>; James Gorham <<u>JLGorham@OLATHEKS.ORG</u>>; Jo Prochko <<u>JProchko@OLATHEKS.ORG</u>>; Rrachelle Breckenridge

<<u>RRBreckenridge@OLATHEKS.ORG</u>> **Subject:** RE: PCL - Grumpys LLC 04-26-19

Attached is a more complete application. There was a document omitted that I overlooked.

From: James Gorham

Sent: Friday, May 3, 2019 9:56 AM

To: Brenda Long

**Subject:** Private Club Liquor License

**Follow Up Flag:** Follow up Flag Status: Flagged

# I'm good with this if you are,

James Gorham, Community Enhancement Officer (913) 971-9889 | OlatheKS.org Fire | City of Olathe, Kansas Setting the Standard for Excellence in Public Service







From: **GIS Shared** 

Sent: Friday, May 3, 2019 4:10 PM

To: Brenda Long Cc: Jared Daniel

Approved PCL - Grumpys LLC 04-26-19 Subject:

**Follow Up Flag:** Follow up Flag Status: Flagged

**Grumpys LLC DBA Grumpys** 879 S PARKER ST Zoning C-3 Ordinance 346-C 200 ft School or Church Buffer Clear

Betsy Pike, GIS Tech (913) 971-9105 | OlatheKS.org

Public Works | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







From: Brenda Long <BDLong@OLATHEKS.ORG>

Sent: Monday, April 29, 2019 10:30 AM

To: Benjamin Laxton <BALaxton@OLATHEKS.ORG>; Curtis Bowman <CBowman@OLATHEKS.ORG>; David Bryant <DFBryant@OLATHEKS.ORG>; Dennis Pine <DPine@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Jo Prochko <JProchko@OLATHEKS.ORG>; Rrachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>

Subject: RE: PCL - Grumpys LLC 04-26-19

Let's try this again.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service







# **RECEIVED**

APR 2 6 2019

# **CITY OF OLATHE**



# CITY OF OLATHE CITY CLERK OFFICE

# PRIVATE CLUB LICENSE APPLICATION

Date: 427119 Business Phone:	913)780-0240			
Name of Applicant: ASMEU HICKS (E	rumpus)			
Business Address of Applicant: 879 S. Parker Olathe KS Glottol City State Zip				
E-mail Address of Applicant (optional): <u>OMILLER</u> Legal description of premises: <u>Class B</u>				
Owner of premises (if different than applicant):Address of owner of premises: 439 N. NUHUM	1 Ave Bonner Springs KS 1601Z City State Zip			
Items required that must accompany this applica	tion:			
A. Site Plan: Attach a drawing of the premother buildings, structures, parking are sidewalks within 200 feet. The site plan spaces, seating capacity and number of B. Copy of Kansas Liquor License Applica C. Copy of renewed State of Kansas Privates separately after issuance by the state)  D. License Fee (\$500.00 – 2 year licensing)	as, public or private streets, and should include the number of parking femployees servicing the largest shift. In the control of the submitted period)			
The biennial fee for Private Clubs authorized by K.S. and fixed at <b>FIVE HUNDRED DOLLARS</b> (\$500.00).	A. Supp. 41-2622 is hereby established			
All applications for new or renewal city licenses shall consideration by the Governing Body. No license fee	be submitted to the City Clerk for e shall be refunded for any reason.			
TO THE BEST OF MY KNOWLEDGE, THE ABOVE TRUTHFUL.	INFORMATION IS CORRECT AND			
AShluy HICKS Name of Applicant (Print Please)	State of Kansas			
Signature  Title	County of Johnson Jolene Brodeles Notary			
SEAL	Sworn and subscribed before me this  This April, 20_19			





# City of Olathe

# **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

**SUBJECT:** Consideration of a new drinking establishment license for Blackbob Bar, LLC, d/b/a The Bar Olathe located at 14871 W. 151st Street and a renewal for GHC North Olathe Operator, LLC,

d/b/a Genesis Health Club located at 17800 W. 106th Street.

#### ITEM DESCRIPTION:

Consideration of a new drinking establishment license for Blackbob Bar, LLC, d/b/a The Bar Olathe located at 14871 W. 151st Street and a renewal for GHC North Olathe Operator, LLC, d/b/a Genesis Health Club located at 17800 W. 106<sup>th</sup> Street.

# SUMMARY:

The applications for the businesses noted below have been submitted for drinking establishment licenses in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The applications are available in the City Clerk's office for review.

- Blackbob Bar, LLC d/b/a The Bar Olathe 14871 W. 151<sup>st</sup> Street Olathe, KS 66062
- GHC North Olathe Operator, LLC d/b/a Genesis Health Clubs
   17800 W. 106<sup>th</sup> Street Olathe, KS 66061

# FINANCIAL IMPACT:

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

# **ACTION NEEDED:**

Approve these applications for a license as part of the consent agenda

# ATTACHMENT(S):

- A. Blackbob Bar Staff Recommendations
- B. Genesis Health Club Staff Recommendations

From: Brenda Long

**Sent:** Wednesday, May 8, 2019 10:14 AM

**To:** Benjamin Laxton; Curtis Bowman; Dennis Pine; GIS Shared; James Gorham; Rrachelle Breckenridge

**Subject:** The Bar Olathe - New Drinking Establishment

**Attachments:** DEL - The Bar Olathe 05-06-19.pdf

Rrachelle Breckenridge

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 5/10/2019 10:52 AM
	Curtis Bowman	Approve: 5/14/2019 2:27 PM
	GIS Shared	Approve: 5/10/2019 2:40 PM
	James Gorham	Approve: 5/10/2019 2:30 PM

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, May 13.

Approve: 5/16/2019 9:06 PM

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

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







# **CITY OF OLATHE**



# **DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION**

Date: 4/29/19	Business Phone: 816-268-2434
Name of Applicant: Blackb	ob Bar, LLC DBA The Bar Olathe (Eric Gonsher)
Business Address of Applica	nt: 4520 Madison Ave., Ste. 300, KC, MO 64111
E-mail Address of Applicant	(optional): egonsher@rhjohnson.com
Legal description of premises	s: Lot 5, BLACK BOB 151 SHOPS, a subdivision
	Johnson County, Kansas. (1487) W 15-11 BLACKBA
Owner of premises (if differe	nt than applicant):Blackbob 151, LLC
Address of owner of premise	4520 Madison Ave., Ste. 300, KC, MO 64111
	City State Zip
Items required that must a	ccompany this application:
spaces, seating of B. Copy of Kansas I. Copy of renewed submitted separa D. License Fee (\$500)  The biennial fee for Drinking established and fixed at FIVE	200 feet. The site plan should include the number of parking capacity and number of employees servicing the largest shift. Liquor License Application State of Kansas drinking establishment license (May be stely after issuance by the state) 0.00 – 2 year licensing period)  Establishments authorized by K.S.A. Supp. 41-2622 is hereby E HUNDRED DOLLARS (\$500.00). All applications for new or e submitted to the City Clerk for consideration by the Governing e refunded for any reason.
TRUTHFUL.	WLEDGE, THE ABOVE INFORMATION IS CORRECT AND
EDIC GONSHER	State of Missowi
Name of Applicant (Print Plea	
Signature	County of Jackson
	EXBOB BAR, LIE
Title	Notary
SCARLETT RENEE I Notary Public - Nota State of Missou Commissioned for Jacks My Commission Expires: A Commission Number: 1	ry Seal unity son County spril 24, 2021 SEAL This 15th day of May ,2019
Commission Number: 1	RECEIVED

MAY 0 6 2019

CITY OF OLATHE CITY CLERK OFFICE

From: Brenda Long

**Sent:** Thursday, April 25, 2019 5:12 PM

To: Benjamin Laxton; Curtis Bowman; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James

Gorham; Jo Prochko; Rrachelle Breckenridge

**Subject:** DEL- Genesis Health Clubs 04-25-19 **Attachments:** DEL - Genesis Health Clubs 04-25-19.pdf

Tracking: Recipient Response

Benjamin Laxton Approve: 4/26/2019 7:30 AM
Curtis Bowman Approve: 4/29/2019 6:27 AM
Dianna Wright Approve: 4/25/2019 5:19 PM
GIS Shared Approve: 5/16/2019 7:49 AM
James Gorham Approve: 5/17/2019 12:00 PM
Rrachelle Breckenridge Approve: 5/17/2019 2:00 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by May 2<sup>nd</sup>.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service









# City of Olathe

# **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Parks & Recreation

STAFF CONTACT: Michael Meadors; Kathy Rankin

**SUBJECT:** Consideration of a Subaward Agreement between Kansas City Area Transportation Authority (KCATA) and City of Olathe for an Enhanced Mobility of Seniors and Individuals with

Disabilities Program grant for Olathe's Taxi Voucher Program.

# **ITEM DESCRIPTION:**

Consideration of a Subaward Agreement between Kansas City Area Transportation Authority (KCATA) and the City of Olathe for an Enhanced Mobility of Seniors and Individuals with Disabilities Program grant for Olathe's Taxi Voucher Program.

# **SUMMARY:**

The Taxi Voucher Program under the Housing Services Division provides affordable and dependable transportation services to Olathe seniors and individuals with disabilities needing transportation for work, medical or to meet personal needs. In 2018, 40,027 one-way rides were provided to Olathe Taxi Voucher Program participants.

The City of Olathe as a subrecipient of a Kansas City Area Transportation Authority (KCATA) grant received from the Federal Transit Administration known as MO-2017-011-01 has been awarded to the Taxi Voucher Program. Olathe's program is consistent with the region's Coordinated Public Transit-Human Service Plan.

The program is being awarded \$550,000 to provide one-way trip costs for disabled citizens (seniors and individuals with disabilities) transportation for personal, medical, and/or work- or work-related trips. The grant is for two years starting December of 2018 and ending in December of 2020. The grant requires a dollar for dollar match (in-kind or hard cost) from the city. The City utilizes General Funds and revenue from the sale of taxi rides as their match for the grant.

# FINANCIAL IMPACT:

\$550,000 in federal funds will be matched with \$550,000 from the City of Olathe General Funds and revenue from the sale of taxi rides.

# **ACTION NEEDED:**

Staff recommends approval of the subaward agreement between KCATA and the City of Olathe.

# ATTACHMENT(S):

Subaward Agreement between KCATA and the City of Olathe.



April 22, 2019

Kathy Rankin City of Olathe P.O. Box 768 Olathe, KS 66051-0768

RE: FY 2017-2018 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funding Award for the City of Olathe

Dear Kathy,

Enclosed please find the Subrecipient Agreement between your agency and the KCATA for the FY 2017-2018 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funds for the subject project.

Please have an Authorized Official of your agency sign the agreement and the following certifications also enclosed:

- FY 2019 Certifications and Assurances
- Financial Certification of Matching Funds
- Certification for Civil Rights Complaint Status
- Single Audit Certification
- Equal Employment Opportunity (EEO) Certification
- FTA Drug and Alcohol Certification

Please return the original Subrecipient Agreement and the certifications to KCATA. Be sure to keep a copy of the agreements and certifications for your files.

Upon receipt of the signed original agreements and certifications, your agency will be sent copies of the Quarterly Performance Report forms. Instructions for preparing the forms will also be included. The capital equipment procurement will not start until agreements and certifications have been signed and returned.

If you have any other questions, please contact Tracey Logan, Finance Compliance Officer at 816-346-0225 or via email at tlogan@kcata.org.

Sincerely,

Tracey Logan

Finance Compliance Officer

**Enclosures** 

# KANSAS CITY AREA TRANSPORTATION AUTHORITY

# SUBAWARD GRANT AGREEMENT

(1) Pass- Through Entity	(2) Subrecipient	
Kansas City Area Transportation Authority	City of Olathe, Kansas	
(3) Federal Awarding Agency	(4) Subrecipient's Project Number	
Federal Transit Administration	GEM1715	
(5) CFDA Program Number & Name	(6) Federal Award Identification Number (FAIN)	
20.513 Enhanced Mobility of Seniors and Individuals with Disabilities Program	MO-2017-011-01	
(7) Federal Award Authorization Date	(8) Subrecipient's DUNS Number	
3/28/2019	076264647	
(9) Research & Development Subaward	(10) Subrecipient's Indirect Cost Rate	
Not R & D Subaward	This subaward does not include indirect cost rate.	
(11) Subaward Period of Performance	riter terrenderend y t. Telepokute of the repertury to the repertury to the commence of the commence of the comment	
December 12, 2018 through December	r 30, 2020	
(12) Federal \$ Obligated by this Action by	KCATA to the Subrecipient	
\$550,000	MERSKER L. C	
(13) Total Federal \$ Obligated to the Subr Obligation	ecipient by KCATA, Including Current	
\$581,599		
(14) Total Federal Award \$ Committed to	the Subrecipient by KCATA	
\$581,599	** ** ** ** ** ** ** ** ** ** ** ** **	
(15) Federal Subaward Project Description		
TAXI VOUCHER PROGRAM for operating demand response transportation service to Ol		

# SUBAWARD AGREEMENT BETWEEN

# KANSAS CITY AREA TRANSPORTATION AUTHORITY AND CITY OF OLATHE FOR

**Enhanced Mobility of Seniors and Individuals with Disabilities Program:** 

# 1) City of Olathe Taxi Voucher Program

#### CFDA 20.513

THIS SUBAWARD AGREEMENT (hereafter AGREEMENT) is made by and between the KANSAS CITY AREA TRANSPORTATION AUTHORITY (hereafter "KCATA"), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17<sup>th</sup> Street, Kansas City, Missouri, and the CITY OF OLATHE (hereafter "SUBRECIPIENT") with offices at 200 E. Santa Fe Street, Olathe, Kansas, 66061.

#### WITNESSETH:

WHEREAS, the KCATA, the designated recipient of Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (hereafter "Enhanced Mobility"), and the SUBRECIPIENT, pursuant to the provisions of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (hereafter "MAP-21) and the Fixing America's Surface Transportation Act (FAST ACT) and any amendments thereto, are authorized to enter into this agreement pertaining to federal funding committed for Enhanced Mobility funding under the jurisdiction of the KCATA; and

WHEREAS, KCATA is the primary recipient of funding under Federal Transit Administration (hereafter "FTA") Project MO-2017-011-01, and the responsible entity for the disbursement of federal project funding; and

WHEREAS, the SUBRECIPIENT's project, City of Olathe Taxi Voucher Program (hereafter "PROJECT") is consistent with the region's Coordinated Public Transit-Human Service Plan; and the SUBRECIPIENT's project detailed below is included in grant MO-2017-011-01;

Description of Project	FTA Code	Federal Funds Ceiling	% Federal Participation
Olathe Taxi Coupon/ Voucher Program	30.09.01	\$550,000	50%

**NOW, THEREFORE,** in consideration of these mutual covenants and promises herein set forth, the KCATA and the SUBRECIPIENT agree as follows:

- 1. This AGREEMENT is effective as of FTA's Kansas STIP and pre-award authority date of December 12, 2018 and entered into on the last date affixed below by the signatory KCATA and the SUBRECIPIENT. PROJECTS are expected to begin no later than 120 days after the contract start date. This AGREEMENT shall remain in effect until December 30, 2020, unless terminated or otherwise modified in an Amendment.
- 2. The SUBRECIPIENT shall proceed with implementation of the PROJECT, as detailed in KCATA's grant application, MO-2017-011-01. The SUBRECIPIENT shall at all times comply with all applicable FTA requirements and guidelines as outlined in Appendix A of this Agreement. In the event of any noncompliance with FTA requirements and guidelines that creates an obligation to repay grant funds to the FTA, it will be the SUBRECIPIENT's obligation to make such repayment, and the SUBRECIPIENT will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
- 3. THE KCATA shall reimburse the SUBRECIPIENT for eligible costs of implementing said PROJECT at the participation rate and subject to the funding ceiling delineated above. The SUBRECIPIENT shall submit reimbursement requests to KCATA no more frequently than monthly. All costs to be reimbursed under this AGREEMENT shall be supported by sufficient documentation evidencing that those costs were specifically incurred and paid. Documentation shall clearly indicate that the SUBRECIPIENT has provided its minimum required 50% local match of funding. All documentation of reimbursable costs and local match shall be clearly identified and readily accessible.
- **4.** The SUBRECIPIENT agrees to supply quarterly reports required by KCATA, utilizing report forms supplied or approved by the KCATA. Quarterly Reports shall be submitted by the 15<sup>th</sup> of the month following calendar quarters ending in December, March, June and September. These reports include: Program Performance Report reporting applicable program performance measures, Activity Report and Project Expenditure Report.

All reports and submissions from the SUBRECIPIENT concerning this AGREEMENT shall be sent to:

Tracey Logan KCATA 1200 E 18<sup>th</sup> Street Kansas City, MO 64108

Communications regarding this AGREEMENT shall be exchanged with Tracey Logan, (816) 346-0225 or via email <a href="mailto:tlogan@kcata.org">tlogan@kcata.org</a>.

- 5. The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the KCATA within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
- 6. The SUBRECIPIENT binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this AGREEMENT. The SUBRECIPIENT shall not sign, sublet or transfer their interest in this AGREEMENT without the written consent of KCATA.
- 7. This AGREEMENT represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.
- **8.** KCATA's grant application, MO-2017-011-01, Master Agreement and Certifications and Assurances documents hereto attached, and all applicable Federal, State and Local statutes and regulations are incorporated into this AGREEMENT by this reference and are binding upon the SUBRECIPIENT.

The FTA has issued a guidance circular for the Enhanced Mobility program, FTA Circular 9070.1G. This circular is available on the FTA website at:

https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities

Chapter eight of the circular summarizes applicable FTA and other Federal requirements.

9. The following Appendices are attached hereto as part of this AGREEMENT. This AGREEMENT and any amendments issued hereafter constitute the entire AGREEMENT between the KCATA and the SUBRECIPIENT.

Appendix A - Contract Conditions/Federal Requirements

Appendix B - MO-2017-011-01 Grant Agreement

Appendix C - Master Agreement

Appendix D - FTA Certifications and Assurances

- 10. This subaward is not for research or development.
- 11. This subaward does not include indirect cost.

# KANSAS CITY AREA TRANSPORTATION AUTHORITY

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

# FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), as amended and the Fixing America's Surface Transportation Act (FAST Act). Only one certification per sponsoring agency is necessary.

Project Title:	City of Olathe Taxi Voucher Program
Non-Federal Amount:	550,000
Sponsoring Agency:	City of Olathe
Chief Elected Official (or	Chief Executive Officer):
Name (print):	Michael Copeland, Mayor
Signature:	
Date:	
Chief Financial Officer:	
Name (print):	Dianna Wright
Signature:	
Date:	·
DUNS Number:	076264647
Central Contractor Registry (CCR) Expiration Date:	

# KANSAS CITY AREA TRANSPORATION AUTHORITY SINGLE AUDIT CERTIFICATION FORM

Organ	ization:	City of	Dathe	Fiscal Year I	End: <u>12 / 31 /2019</u>
Award	l #(s):	roject #	MO-2017-011-0	1	
<b>X</b> _	we have ex	cceeded the feder der 2 CFR 200 (r	ral expenditure threshold of some previously referred to as OM defined in 2 CFR 200 to the a	\$750,000. We will have	111
	We did not	exceed the \$750	,000 federal expenditure thre Fill out schedule below)		2 CFR 200 audit to be
SECTION	ON I - This s	ection must be fil	led out by subrecipients NOT Federal Funds	required to have A-1	33 audit as applicable:
<u>Federa</u>	l Grantor	Pass-through Grantor	Program Name & CFDA Number	Award Number	Expenditures
					<u>DAPORAITUICS</u>
		Total I	Tederal Expenditures for th	nis Fiscal Year	\$
SECTIO	ON II - This	section must be	completed by ALL subrec	ipients	
	ed Signature	<u> </u>	Printed Name	). McDonald	
Sex Title	tion A	coounta	Date	· .	
P.O. Mailing A	Box 71 Address:	<u> </u>	Olathe City, State	Ks	<u>66051-076</u> 8 Zip Code
Email Ad	dress:	olatheks.	913-97 Phone Number	11-8667	Fax Number

Completed forms must be submitted annually, within 45 days after the end of your organizations fiscal year to:

Tracey Logan KCATA 1350 East 17<sup>th</sup> Street Kansas City, MO 64108

#### LOBBYING CERTIFICATION FORM

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE:				
TITLE:	Mayor			
DATE:	3			

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

			September 1990 - September 1990	
Type of Federal Action:	Status of Fede	eral Action:	Report Type:	ya saja
a. contract Grant cooperative agreement loan loan guarantee loan insurance	a. bid/offer/a initial award		a. Initial filing material change For Material Change Only: year	en de la companya de La companya de la companya de
	tine of the second		quarter date of last report	
Name and Address of Reporting Entity:			y in No. 4 is Subawardee, Enter Na	me and Address
Prime Subawardee Tier		of Prime:		
Triffie Gubawardee Hei	(if known)	Literatura de la composición	CARNO TRANSPORT OF THE STREET	Salver and the
Congressional District, if known:		Johnson and Laborate Principles	<ul> <li>Approximate the second of the s</li></ul>	gen Samue My
Congressional District, il Micwir.	医皮肤炎 维尔克克	Congressional District,	if known:	ela de la compositione de la com
Federal Department/Agency:			Name/Description:	
		CFDA Number, if applic	cable:	evel e e e
Federal Action Number, if known:		Award Amount, ii	f known:	
		<b>\$</b>	and the second second	· · · · · · · · · · · · · · · · · · ·
<ul> <li>a. Name and Address of Lobbying Registrar (if individual, last name, first name, MI):</li> </ul>	nt	Individual Perform 10a) (last name, first r	ming Services (including address if name, MI)	different from
11 Information requested through this form is auth U.S.C., section 1352. This disclosure of lobby material representation of fact upon which reliable.	ring activities is a Sance was placed	ignature:		-
by the tier above when this transaction was into. This disclosure is required pursuant to This information will be reported to the Congres	31 U.S.C. 1352. Pss semi-annually	rint Name:		
and will be available for public inspection. Any to file the required disclosure shall be subject to not less than \$10,000 and not more than \$1 such failure.	o a civil penalty of	itle:ielephone No.:	Date:	
Federal Use Only			Authorized for Local R	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection in OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# KANSAS CITY AREA TRANSPORTATION AUTHORITY

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

## CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

THIS IS TO CERTIFY THAT City of Olathe
(Subrecipient)
X I hereby certify that our organization <b>DOES NOT</b> have any pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.
I hereby certify that our organization <b>DOES</b> have (provide number) pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.
Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub-recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.
To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, or gender.
Subrecipient's Authorized Representative:
Signature Date:
Print Name Michael Copeland, Mayor

## KANSAS CITY AREA TRANSPORTATION AUTHORITY

# Enhanced Mobility of Seniors and Individuals with Disabilities Program (§ 5310)

## **CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

THIS IS	TO CERTIFY THAT C: ty of Olathe (Name of Subrecipient)
X	IS REQUIRED to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:
	<ul> <li>Employs 100 or more transit-related employees*, and</li> <li>Receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year; or</li> </ul>
	<ul> <li>Receives planning assistance in excess of \$250,000</li> </ul>
	A copy of our Equal Employment Opportunity Program is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.
	IS NOT REQUIRED to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.
Subrecipie	ent's Authorized Representative:
Signature _	Date
Printed Na	me Michael Copeland Title Mayor

<sup>\*</sup> A transit-related employee is an employee of an FTA applicant, recipient or subrecipient who is involved in any aspect of an agency's mass transit operation funded by FTA.

## ADA CERTIFICATION FOR NOT-FOR-PROFIT

Certification	of Fa	uival	ent	Sen	/ice
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certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1. Response time
- 2. Fares
- 3. Geographic service areas
- 4. Hours and days of service
- 5. Restrictions on trip purpose
- 6. Availability of information and reservation capability and
- 7 Constraints on capacity or service availability.

In accordance with 49 CFR 37.103 not-for-profit organizations operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office. This certification is valid for no longer than one year from its date of filing.

Michael Name of Official	Copeland
Signature	
<u>Mayor</u>	
Title •	e de la companya de La companya de la co
Date	70 - 70 - 70 - 70 - 70 - 70 - 70 - 70 -

# KANSAS CITY AREA TRANSPORTATION AUTHORITY CERTIFICATION AND ASSURANCE

## FTA DRUG AND ALCOHOL TESTING REGULATIONS

## ALCOHOL MISUSE AND PROHIBITED DRUG USE

Note: Recipients that receive only Section 5310 program assistance are not subject to Federal Transit Administration's (FTA) drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382). Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

## **SECTION I**

THIS IS	TO CERTIFY THAT (Name of Subrecipient)
	IS NOT REQUIRED to comply with the FTA Drug and Alcohol Testing Regulations because our agency only receives Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds and is thereby not subject to FTA's drug and alcohol testing rules.
If your ag Section II	IS REQUIRED to comply with the FTA Drug and Alcohol Testing Regulations. gency is subject to the FTA Drug and Alcohol Testing Regulations, please complete and return to KCATA.
Subrecipie	ent's Authorized Representative:
Signature_	Date
Printed Nar	me Michael Copeland Title Mayor

## **SECTION II**

## CONTRACTOR / SUB-CONTRACTOR COMPLIANCE GUIDELINES

For purposes of this compliance program, safety sensitive employees are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

- 1. operating a revenue service vehicle, including when not in revenue service;
- operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
- 3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
- 4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
- 5. carrying a firearm for security purposes or
- 6. Contractor employees that stand in the shoes of transit system employees.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

## NOTE:

- All <u>contractors</u> (1<sup>st</sup> Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions
  are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.
- All <u>subcontractors</u> (2<sup>nd</sup> Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.

## EXCLUSION - Second Tier Maintenance Contractors

- This specific exclusion exists only in relation to maintenance subcontractors because of the specific and unique nature of these vendors. This exclusion does not pertain to any other safety-sensitive subcontractors (e.g. operations, security).
  - [ ] CERTIFICATION & ASSURANCE OF COMPLIANCE I have determined that our Company will be engaged in one or more safety-sensitive functions listed above and must comply with FTA and DOT regulations
  - CERTIFICATION & ASSURANCE OF NON-COMPLIANCE I have determined that our company will not be engaging in any of the safety-sensitive functions listed above and must not comply with FTA or DOT regulations.

Please check one and only one box above to verify Compliance or Non-Compliance with FTA and/or DOT regulations and sign below. (If you are selecting the Certification & Assurance of Compliance box please complete the attached *Contractor Checklist for Drug and Alcohol Program*. Please return all originals along with this original document to the Procurement Department. Non-responsiveness shall result in suspension of contract and/or performance of services and/or non-payment of outstanding invoices.

(CONTRACTOR)	(KCATA)		
By	Ву		
(SIGNATURE)	(SIGNATURE)		
Name Michael Copeland	Gaylord Salisbury II		
Title Mayor	Director of Procurement		
Date	Date		

Kansas City Area Transportation Authority

#### PROCEDURES AND IMPLEMENTATION

- 1. The Procurement Department shall ensure that all Invitations for Bid (IFB), Request for Proposals (RFP), or Request for Quotes (RFQ) for services that include the performance of safety-sensitive functions as defined above shall include provisions requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The KCATA reserves the right to audit the contractor's drug and alcohol testing program prior to the start of work.
- 2. Prior to the start of work, the contractor must certify and assure to the Procurement Department that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the agreement. A copy of the signed certification shall be sent to the DOT Administrator in the Public Safety & Security Department.
- 3. Each covered contractor shall send an annual drug and alcohol Management Information System (MIS) report to the DOT Administrator. The annual report must be submitted no later than the 1<sup>st</sup> of March following the close of the year. Continued payment of contractor invoices by the KCATA is contingent upon contractor submission of the required report on a timely basis and compliance with FTA mandated rules. The report shall be addressed as follows

Kansas City Area Transportation Authority
1350 East 17<sup>th</sup> Street
Kansas City, MO 64108
Attn: Amy Chambers DOT Administrator – Public Safety & Security Department

- 4. The DOT Administrator of the Loss Prevention & Control Department shall be responsible for filing the contractor's annual report with the FTA, along with KCATA's own testing data. The reports shall be submitted to the FTA no later than March 15<sup>th</sup> of each year.
- 5. The covered contractor shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the annual reports as described above are submitted on time.
- 6. On a biennial (every two years) basis, the DOT Administrator shall audit contractor compliance, which may include site visits, and report adverse findings to the Procurement Department. The Procurement Department shall advise the contractor of any adverse findings.
- 7. The contractor shall be responsible for ensuring that corrective actions have been taken in a timely basis and reported back to the Procurement Department. The Procurement Department shall notify the DOT Administrator of corrective action.

## KANSAS CITY AREA TRANSPORTATION AUTHORITY

## Enhanced Mobility of Seniors and Individuals with Disabilities Program (§ 5310)

## CERTIFICATION OF DISADVANTAGE BUISNESS ENTERPRISE (DBE) PROGRAM REQUIREMENT

THIS IS T	TO CERTIFY THAT C: ty of Olathe
	(Nante of Subrecipient)
	IS REQUIRED to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1.
	<ul> <li>The agency receives funding from Federal Transit Administration (FTA).</li> <li>The agency will spend \$250,000 or more of FTA grant money for anything except labor costs and purchasing new transit vehicles</li> </ul>
	A copy of our DBE Program is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.
_ <b>X</b>	<b>IS NOT REQUIRED</b> to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because the agency falls <u>below</u> the above listed criteria.
Subrecipi	ent's Authorized Representative:
Signature	Date
Printed Na	me Michael Copeland Title Mayor

SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.

- 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. §5332, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
- 3. <u>Disabilities.</u> In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against individuals on the basis of disability. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
- C. ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. SUBRECIPIENT also agrees to comply with any implementing requirements FTA may issue.
- D. Environmental Justice. Except as the Federal Government determines otherwise in writing, the SUBRECIPIENT agrees to promote environmental justice by:

## Appendix A Contract Conditions/Federal Requirements

## 1. BREACH OF CONTRACT; REMEDIES

- A. If SUBRECIPIENT shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SUBRECIPIENT shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## 2. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the SUBRECIPIENT agrees to comply with provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- **B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
  - Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, et seq., and Federal transit laws at 49 U.S.C. §5332, the SUBRECIPIENT agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The

- 1. Following and facilitating compliance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, and
- 2. Following DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997.
- E. SUBRECIPIENT understands that it is required to include this Article in all SUB-AGREEMENTS. Failure by the SUBRECIPIENT to carry out these requirements or to include these requirements in any SUB-AGREEMENT is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the SUBRECIPIENT from future awards as non-responsible.

## 3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 15.0 percent. A separate contract goal has not been established for this AGREEMENT.
- B. The SUBRECIPIENT shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SUBRECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as KCATA deems appropriate. Each subcontract the SUBRECIPIENT signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The SUBRECIPIENT may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may be given if the SUBRECIPIENT has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SUBRECIPIENT must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The SUBRECIPIENT must give the DBE five days to respond to the SUBRECIPIENT's notice and advise KCATA and the SUBRECIPIENT of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the SUBRECIPIENT's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

## 4. EMPLOYEE PROTECTIONS

- A. Public Transportation Employee Protective Arrangements (Standard). To the extent that the FTA determines that transit operations are involved, the SUBRECIPIENT agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.
- B. Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation). If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SUBRECIPIENT agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor ("DOL") guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SUBRECIPIENT agrees to comply with U.S. DOL's certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

## 5. ENVIRONMENTAL REGULATIONS

- A. <u>Clean Water</u>. The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq*. The SUBRECIPIENT agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. The SUBRECIPIENT understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. <u>Energy Conservation</u>. The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The SUBRECIPIENT agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.

- C. Clean Air Requirements for Transit Operations. The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SUBRECIPIENT agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.:"Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600. The SUBRECIPIENT agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. <u>Recovered Materials/Recycled Products</u>. To the extent practicable and economically feasible, the SUBRECIPIENT agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

## 6. FEDERAL REQUIREMENTS

A. Changes. SUBRECIPIENT shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT between KCATA and FTA (FTA MA (24) dated October 1, 2017), as they may be amended or promulgated from time to time during the term of this AGREEMENT. SUBRECIPIENTs' failure to so comply shall constitute a material breach of this AGREEMENT. SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

## B. Debarment and Suspension Certification.

- 1. The SUBRECIPIENT shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- 2. The SUBRECIPIENT, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal

Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.

- 3. The SUBRECIPIENT agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- 4. The SUBRECIPIENT agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- 5. The SUBRECIPIENT agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at <a href="https://www.sam.gov.">www.sam.gov.</a>
- C. Disclaimer of Federal Government Obligation or Liability. The SUBRECIPIENT, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SUBRECIPIENT, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.
- D. Incorporation of Federal Transit Administration (FTA) Terms. The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.
- E. Annual Audits. The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the KCATA within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
  - 1) The SUBRECIPIENT shall permit the KCATA and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SUBRECIPIENT as part of the project, all transportation services rendered by

- the SUBRECIPIENT by the use of such vehicles, facilities and equipment, and all relevant project data and records.
- 2) In addition, the KCATA and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal business hours and as often as the KCATA or the FTA deems necessary, all of the SUBRECIPIENT's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SUBRECIPIENT retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SUBRECIPIENT for three (3) years from the date of final payment to facilitate any audits or inspections.
- F. Federal Funding Accountability and Transparency Act of 2006. The SUBRECIPIENT shall comply with all reporting requirements of the Federal Funding Accountability and Transparence Act (FFATA) of 2006, as amended. This AGREEMENT is subject to the award terms within 2 CFR Part 170.
- G. National Intelligent Transportation Systems Architecture and Standards. The SUBRECIPIENT agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and SUBRECIPIENT agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

## 7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The SUBRECIPIENT acknowledges that the provisions of 49 U.S.C. Section 5323(1) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.
- B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SUBRECIPIENT certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification,

the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT to the extent the Federal Government deems appropriate.

- C. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SUBRECIPIENT the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SUBRECIPIENT agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

## 9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

## 10. INDEMNIFICATION

A. To the fullest extent permitted by law, SUBRECIPIENT agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SUBRECIPIENT, SUBRECIPIENT'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this section, by an employee or SUBRECIPIENT, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SUBRECIPIENT, SUBRECIPIENT'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SUBRECIPIENT arising out of or resulting from the acts of SUBRECIPIENT in performing work under this AGREEMENT, SUBRECIPIENT shall promptly notify KCATA of such suit.
- C. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of SUBRECIPIENT, SUBRECIPIENT'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SUBRECIPIENT has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the SUBRECIPIENT advance notice of any proposed compromise or settlement.
- D. KCATA shall permit SUBRECIPIENT to participate in the defense of any such action or suit through counsel chosen by the SUBRECIPIENT, provided that the fees and expenses of such counsel shall be borne by SUBRECIPIENT. If KCATA permits SUBRECIPIENT to undertake, conduct and control the conduct and settlement of such action or suit, SUBRECIPIENT shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. SUBRECIPIENT shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

## 11. LOBBYING

- A. The SUBRECIPIENT is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J) and 49 CFR part 20. The SUBRECIPIENT agrees to comply with this requirement throughout the term of the AGREEMENT.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

#### 12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SUBRECIPIENT agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

## 13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SUBRECIPIENT agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

## 14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SUBRECIPIENT, KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

## 15. RECORD RETENTION AND ACCESS

- A. The SUBRECIPIENT agrees that, during the course of this AGREEMENT and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this AGREEMENT, the SUBRECIPIENT agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The SUBRECIPIENT shall permit KCATA, the Federal Transit Administration and

Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SUBRECIPIENT relating to its performance under this AGREEMENT.

C. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## 16. PROCUREMENT

- A. The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third-party procurements.
- B. The SUBRECIPIENT agrees to comply with U.S. DOT third party procurement regulations, specifically 49 CFR §§ 19.40 19.48, 49 U.S.C. 53, the Uniform Guidance (also referred to as the "Super Circular," found at 2 CFR 200, replacing and superseding FTA's Common Grant Rules found at 49 CFR 18), and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

## 17. SEAT BELT USE POLICY

The SUBRECIPIENT is encouraged to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

## 18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

## 19. TERMINATION

A. **Termination for Convenience.** The KCATA may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in KCATA's best interest. Upon such termination the SUBRECIPIENT shall be entitled to compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.

B. **Termination for Default.** If the SUBRECIPIENT fails to perform in the manner called for in the AGREEMENT, or if the SUBRECIPIENT fails to comply with any other provisions of the AGREEMENT, KCATA may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the SUBRECIPIENT is in default. The SUBRECIPIENT will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

- C. Funding Contingency. This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SUBRECIPIENT agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the Agreement.
- D. Opportunity to Cure. KCATA in its sole discretion may, in the case of a termination for breach or default, allow the SUBRECIPIENT an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SUBRECIPIENT fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, KCATA shall have the right to terminate the AGREEMENT without any further obligation to SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.
- E. Waiver of Remedies for any Breach. In the event that KCATA elects to waive its remedies for any breach by SUBRECIPIENT of any covenant, term or condition of this AGREEMENT, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

## 20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, KCATA encourages its SUBRECIPIENTS to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

## 21. TRANSIT OPERATION RESTRICTIONS

A. Charter Service Operation. The SUBRECIPIENT agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SUBRECIPIENTs and SUBRECIPIENTs of FTA assistance are prohibited from providing

charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.

- B. **Buy America** The SUBRECIPIENT agrees to abide by the provisions of the Buy America requirements in 49 U.S.C. § 5323(j), 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.\*** SUBRECIPIENTS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
  - 1. The SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
  - 2. The SUBRECIPIENT agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
  - 3. If the SUBRECIPIENT is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the SUBRECIPIENT for safety-sensitive duties. SUBRECIPIENTs that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
  - D. Substance Abuse/Drug-Free Workplace. The SUBRECIPIENT to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 et seq., the U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, "Government-wide Federal Transit Laws," specifically 49 U.S.C. § 5331, as amended by MAP-21.
- E. **School Bus Operations.** The SUBRECIPIENT will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).
- F. **Protection of Animals**. A third-party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3,

## G. Reporting Requirements.

- 1. The SUBRECIPIENT agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, KCATA is required to report to the FTA annually program performance measures and activities. Accordingly, the SUBRECIPIENT agrees to provide KCATA with any additional or follow-up information reasonably requested by KCATA, in order to meet KCATA's FTA reporting requirements
- 2. The SUBRECIPIENT agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630, which includes various reports required for FTA's national transit database. The SUBRECIPIENT shall submit the requested information to KCATA no later than April 1st for the previous calendar year.
- 3. SUBRECIPIENT's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SUBRECIPIENT shall be liable to KCATA for any federal funds not allocated to KCATA due to a lack of, or deficient data, or improper procedures used by the SUBRECIPIENT.

<sup>\*</sup> **Drug and Alcohol Testing.** SUBRECIPIENTs that receive <u>only</u> Section 5310 program assistance are not subject to FTA's drug and alcohol testing rules but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382).

# APPENDIX C - FTA SECTION 5310 - ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

## MO-2017-011-01

## **MASTER AGREEMENT**

WEBSITE LINK TO COMPLETE DOCUMENTS AND REQUIREMENTS:

 $\frac{https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2019}{agreement-fiscal-year-2019}$ 

# APPENDIX D - FTA SECTION 5310 - ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

## FY 2019

## ANNUAL CERTIFICATIONS AND ASSURANCES

WEBSITE LINK TO COMPLETE DOCUMENT AND REQUIREMENTS:

 $\frac{https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and$ 

## APPENDIX E - KCATA Property Management Standards

CHAPTER 53 (5310) OF TITLE 49, UNITED STATES CODE

**GENERAL**: Local Grantees are responsible to ensure that each vehicle is maintained in accordance with vehicle manufacturer's standards and to maintain the equipment at a high level of cleanliness, safety and mechanical soundness. Any neglect or misuse of equipment will be the responsibility of the local organization. Thus, local Grantees will be financially responsible if the vehicle cannot be resold at its fair market value.

INSURANCE: To protect the federal interest of equipment funded under Title 49 USC Chapter 53, KCATA requires the recipients to maintain in an amount and form satisfactory to KCATA such insurance as will be adequate to protect the federal share of the equipment throughout its useful life and/or in case of accident. If permitted by law, Grantees may maintain a self-insurance program in lieu of purchasing insurance coverage. Grantees shall verify compliance with this section by submitting a copy of its certificate of insurance, or self-insured, a copy of its self-insurance plan.

**REQUEST TO DISPOSE OF VEHICLE(S) OR EQUIPMENT:** Grantees are required to submit a written request for an inspection of the vehicle(s) or equipment they wish to dispose of, to be conducted by KCATA staff. This inspection will determine if the useful life of the vehicle(s) or equipment has been reached. Minimum standards for vehicle useful life are listed below:

Vans straight or modified 4 years or 100,000 miles

Mini-buses 7 years or 150,000 miles

School Buses 150,000 miles

**DISPOSITION PROCEDURE:** A recipient may dispose of a vehicle in either of two (2) ways;

- 1) A vehicle may be sold outright to a third party through a variety of approved processes, including advertised sealed bids, auto auction or the average of three (3) competent appraisals.
- 2) A vehicle may be sold by the recipient to itself. In this case the implicit price to be paid by the recipient will be the average wholesale value of the vehicle as specified in the most recent National Automobile Dealers Association (hereinafter, "NADA") Official Used Car Guide.

**REPLACEMENT GUIDELINES FOR FEDERAL FUNDING:** All vehicles must meet the above mentioned minimum mileage standards as of the date the applications are due at KCATA. A representative from KCATA may determine the vehicle's eligibility for early replacement upon written request for an on-site evaluation of the vehicles' condition.

## APPENDIX F - List of Equipment Purchased/Leased

The Kansas City Area Transportation Authority (KCATA) and the SUB-AWARDEES acknowledge the following transportation equipment purchased and/or leased under Agreement MO-2017-011-01.

The equipment listed in this Appendix is subject to all terms and conditions of the Agreement and this appendix is appended to and made part of said Agreement. APPENDX F shall be amended as necessary by the KCATA's representative notifying the Subrecipient in writing, as to the assignment of vehicle(s) or equipment purchased and/or leased under this Agreement by identification number and area to be served.

Description of vehicle(s)		Assignment Area	Vehicle I.D. #		
		,			
Total Cost:	\$				
Federal Share:	\$				
Local Share:	5				



## City of Olathe

## **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Public Works, Planning Division **STAFF CONTACT:** Sean Pendley, Senior Planner

**SUBJECT:** FP19-0007: Church of the Resurrection West Second Plat, Applicant: Travis Morgan;

Church of the Resurrection

## ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for **Church of the Resurrection West, Second Plat** (FP19-0007) containing 1 lot on 19.76± acres; located at 24000 W. Valley Parkway. Planning Commission recommends approval 6 to 0.

## SUMMARY:

The subject property was rezoned from County R-2 and County R-3 to Business Park in July 2010 (RZ-10-0009). The final plat is dedicating land for public use for utility easements, stormwater quality/quantity easements, and tree preservation easements. A portion of the subject property was originally platted in July 2010 following the rezoning. This final plat is a replat to include additional area to accommodate a proposed expansion and remaining church property.

The subject property is located within a Benefit District (32398) for streets; therefore, the final plat is exempt any street excise taxes. Final plats are subject to a traffic signal excise tax of \$0.0098 per square foot of land for business park zoning, less land dedicated for arterial street right-of-way. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat. Based on the net plat area (10.05± acres), the total excise tax for traffic signals is **\$4,290.39** 

The Planning Commission approved the final plat with a 6-0 vote on May 13, 2019, as stipulated in the meeting minutes.

## FINANCIAL IMPACT:

None

#### **ACTION NEEDED:**

- Accept the dedication of land for public purposes for Church of the Resurrection West (FP19-0007).
- 2. Reject the dedication of land for public purposes for Church of the Resurrection West, and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.

## ATTACHMENT(S):

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



## STAFF REPORT

Planning Commission Meeting: May 13, 2019

Application: FP19-0007: Final Plat for Church of the Resurrection West, 2<sup>nd</sup>

**Location:** 24000 W. Valley Parkway

Owner/Applicant: Travis Morgan, Church of the Resurrection

**Engineer:** Doug Ubben, Phelps Engineering, Inc.

**Staff Contact:** Shelby Ferguson, Planning Consultant

Acres:  $\underline{19.76 \pm acres}$  Proposed Use: Church

**Zoning**: BP **Lots**:  $\underline{1}$ 

Tracts:  $\underline{0}$ 

#### 1. Comments:

This is a request for approval of a final plat for the Church of the Resurrection West Second, a replat of 19.76± acres, located at 24000 W. Valley Parkway. The subject property was rezoned (RZ10-0009) from County R-2 and County R-3 to Business Park (BP) in July 2010. A portion of the subject site was originally platted in July 2010 (FP10-0012). The proposed replat includes additional area to accommodate a proposed expansion and remaining church property.



Aerial view of the subject property (outlined in blue)



View of subject property and existing church building, looking north

## 2. Final Plat Review:

- a. <u>Lots/Tracts</u> The plat includes one lot for phase 3 of the church expansion. An existing Tree Preservation Easement (TPE) exists along the east property line. An additional TPE has been located in the middle of the site south of the existing utility easements along the north property line.
- b. <u>Utilities/Municipal Services</u> The subject property is located in the City of Olathe sewer service area and the Johnson County WaterOne service area. The required utility and sanitary sewer easements are being dedicated with this replat.
- c. <u>Streets</u> The subject property is part of the existing Church of the Resurrection development which has access from a private drive at the southeast corner of the property to W. Valley Parkway. The proposed expansion will add a second private access drive located at the southwest corner of the property connecting to W. Valley Parkway. The required street right-of-way for Valley Parkway has been previously dedicated.

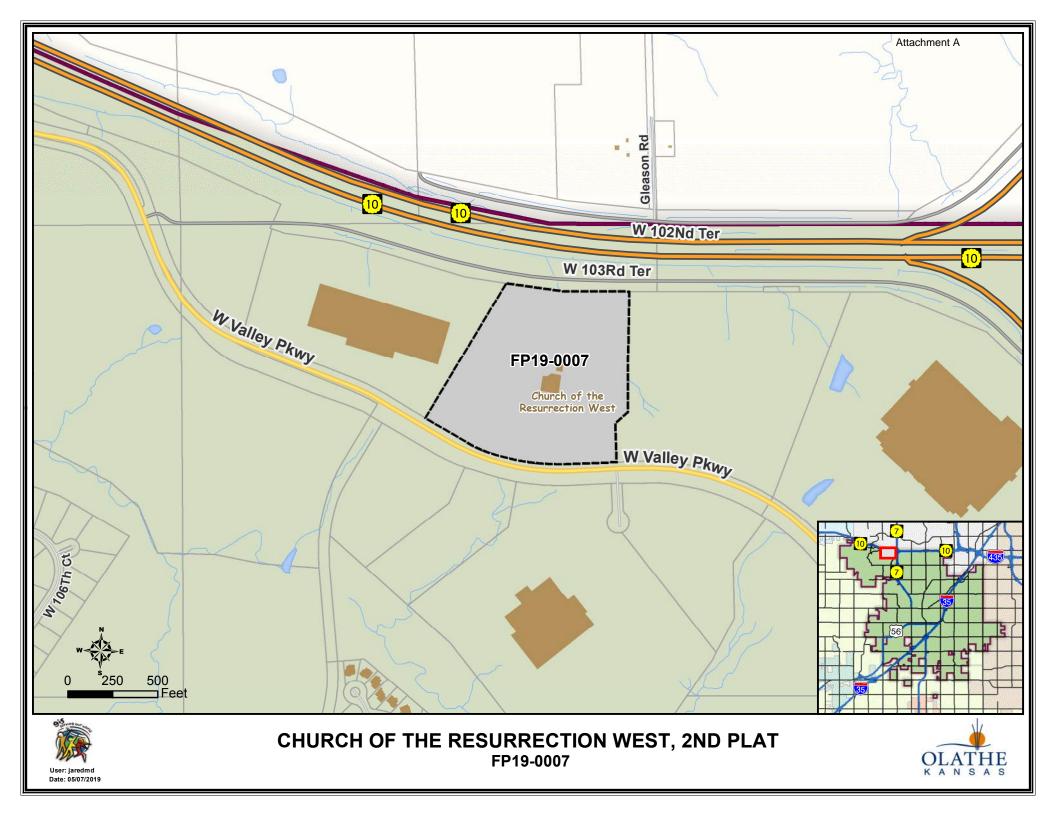
## 3. Street and Signal Excise Taxes:

The subject property is located within a Benefit District (32398) for streets; therefore, the final plat is exempt from any street excise taxes. Final plats are subject to a traffic signal excise tax of 0.0098 per square foot of land for business park zoning, less land dedicated for arterial street right-of-way. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat. Based on the net plat area ( $10.05 \pm acres$ ), the total excise tax for traffic signals is 4.290.39.

## 4. Staff Recommendation:

Staff recommends approval of FP19-0007 with the following stipulations:

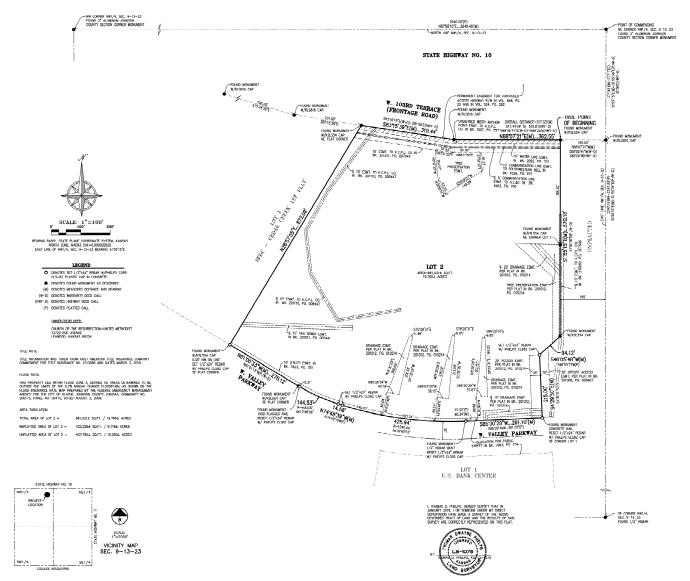
- a. The final plat is subject to traffic signal excise tax of **\$4,290.39**. The required excise tax shall be submitted to the Planning Division prior to recording the final plat.
- b. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.



## CHURCH OF THE RESURRECTION WEST, SECOND PLAT

Attachment A

PART OF THE NW1/4 OF SECTION 9, TOWNSHIP 13 S, RANGE 23 E AND A REPLAT OF ALL OF LOT 1, CHURCH OF THE RESURRECTION WEST, FIRST PLAT CITY OF OLATHE, JOHNSON COUNTY, KANSAS



#### LEGAL DESCRIPTION

This is a survey and subdivision of part of the NEL/4 of Section 9, Townsing 13, 6, Rospe 23 E, and a resurvey and resubdivision of all of Lot 1, CHRICK OF The RESIDENCTION WEST, FREST PLAT, or administration of the City of Distilla, Advanced County, Komes, more preliabely described on follows. Describing 14 the Neutral counter of the NEW 24/4 of all Section 9, themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9, themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9, themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9, themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9, themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9.5 th plants 24/4 themes 2.5 th 20 TT, deeply librarial from 6 the NEW 24/4 of all Section 9.5 th plants 24/4 themes 2.5 th 20 TT, deeply librarial 9.5 th 20

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "CHURCH OF THE RESURRECTION WEST, SECOND PLAT".

#### DEDICATION

An essement to lay, construct, after, repoir, repoirs and operate one or more sever likes and all appurationoses convenient for the collection of earthery second, over and through those ores destinated as "conting" severe essement" or "Staff on this plot, logother with the right ingress and egyess over and through adjoining land as may be reasonably necessary to access sold essement and is hereby dedicated to the Gifty of Bottle, Autonom. Courty, Komson or their costigue.

An easement or license is hereby granted to the City of Clathe, Johnson County, Konses, to locate, construct and maintain or authorize the location, construction or maintenance and use of storm seems lines and surface drainage facilities, including maintains, fields, pipes, drains, etc., upon, over, and under those cross outlined hereon and designated on this plat or 50°E." or "Drainage Easement".

Notice: This site includes Stermwater Treatment Feelities, as defined and regulated in the Ulothe Municipal Code, Restrictions on the use or alteration of the solid Facilities may apply. This property is also subject to the obligations and requirements of the Stermwater Treatment Facility Molintenines. Agreement approved by the City.\*

An experient or license in seriety desicated to the City of Glatha, to enter upon, over and arous those areas sufficed and designated on this joil on "Irac Preservation becomen" or "Ir-X". Trees about not be removed from a tree preservation scenarior without the Utility of Clatha's permission, unless such trees are dead, diseased or pose of threat to the public or adjacent property. The property owner, or their designated, and the representation consomert, including but not limited to the removal or the tree preservation consomert, including but not limited to the removal or the property. diseased trees or trees posing a threat to the public or adjacent property.

In accordance with KSA 12-512b, all rights, obligations, reservations, easements, or interests not shown on this plat shall be vacated as to use and as to title, upon filing or recording of this plat.

#### CONSENT TO LEVY

The understand proprietor of the shows described but the property of the shows the shows the property of the shows the shows the property of the shows and thoroughfores, or ports thereof, for public use, from the lies and effect of any special assessment, and that the amount of such described property of the shows the shows

EXECUTION  N TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed on this day of 20
CHURCH OF THE RESURRECTION-UNITED METHODIST
3y
ACKNOWLEDGEMENT
STATE OF KANSAS )
COUNTY OF JOHNSON )
BE IT REMEMBERED that on this day of, 20, before me, the undersigned, a Notary Public in and for sold
County and State, came of Church of the Recurrection—United Methodist, who is personally knot on the State person who executed, as such officer, the within Instrument on behalf of sold corporation, and such person discha
N 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:

Approved by the Governing Body of the City of Olathe, Kansas, this \_\_\_\_ day of\_\_\_\_\_

Mayer: Michael F. Coneland

CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING — LS-82 ENCINEERING — E-391 Deputy City Clerk: David F. Bryant III. MMC CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING 2007/00/128 PHELPS ENGINEERING, INC. 1220 N. Winchester

Olathe, Kansas 66061

(913) 393 1155 Fax (913) 393-1166





## **MINUTES**

Planning Commission Meeting: May 13, 2019

Application:	FP19-0007: Request approval for a final plat for Church of the Resurrection West, Second Plat containing 1 lot on 19.76± acres; located at 24000 W. Valley Parkway.
	Fairway.

A motion to approve FP19-0007 on the Consent Agenda was made by Comm. Corcoran and seconded by Comm. Sutherland and passed with a vote of 6 to 0, with the following staff stipulations:

- a. The final plat is subject to traffic signal excise tax of **\$4,290.39**. The required excise tax shall be submitted to the Planning Division prior to recording the final plat.
- b. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.



# City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Public Works, Planning Division

STAFF CONTACT: Sean Pendley, AICP, Senior Planner

**SUBJECT:** FP19-0001 Final plat for Mentum; Applicant: Lynn Woodbury; Woodbury Corporation

#### ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and vacation of existing public easements for a final plat for **Mentum** (FP19-0001) including 16 commercial lots, 2 lots for apartments, and 1 common tract on 105.5± acres; located west of Harrison Street, between 151<sup>st</sup> Street and Southpark Boulevard. Planning Commission recommends approval 7 to 0

## SUMMARY:

The following application is a final plat and vacation of public utility easements for Mentum, including 16 commercial lots and two lots for apartments on 105.5± acres. The final plat for Mentum is a replat of part of The Great Mall property. A rezoning to Planned District and preliminary development plan for Mentum was approved on February 5, 2019. The proposed final plat will establish new lots, internal streets and easements for utilities and access.

The easements for water lines, sanitary sewer, and utilities to be vacated are identified on Sheet 2 of the final plat. There are other easements that will need to be vacated in the future by separate instrument following relocation of utilities. No existing drainage easements will be vacated with this final plat. The plat includes language for Drainage Easements (D/E) and stormwater treatment facilities per UDO requirements. The applicant mailed public notice letters to surrounding property owners for the easements to be vacated according to Unified Development Ordinance (UDO) requirements.

There is no new public street right-of-way to be dedicated with the plat. The existing private road around the site (Tract A) will remain and Access Easements (A/E) are identified for the proposed internal private street serving the residential and commercial lots. The property is currently platted; therefore, the final plat is exempt from street and traffic signal excise taxes.

On April 22, 2019, the Planning Commission considered the application for final plat for Mentum and held a public hearing for the public easements to be vacated. Nobody spoke at the hearing and the Commission voted 7-0 to approve the final plat for Mentum with stipulations as shown in the meeting minutes.

#### FINANCIAL IMPACT:

None

## **ACTION NEEDED:**

1. Accept the dedication of public easements and vacation of public utility easements for Mentum as stipulated.

## **MEETING DATE: 5/21/2019**

2. Reject the easements and vacation of public utility easements and return the final plat to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.

# ATTACHMENT(S):

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



#### STAFF REPORT

Planning Commission Meeting: April 22, 2019

Application FP19-0001: Final Plat for Mentum, including vacation of public

utility easements

**Location** West of Harrison Street, between 151st Street and Southpark Boulevard

Owner David Harrison, Great Olathe Center, LLC

Applicant Joshua Woodbury, Woodbury Corporation

**Engineer** Judd Claussen, Phelps Engineering

**Staff Contact** Sean Pendley, Senior Planner

Site Area: 105.5± acres Proposed Commercial/ Multi-family

**Use:** Residential

Lots: Apartments – 2 lots Current PD (Planned District)

Commercial – 16 lots Zoning:

Tracts: 1

Streets/Right-of-way: **Southpark Boulevard Harrison Street Local Streets** N/A Existing 60' (½ street) 60' (total) **Proposed** N/A N/A 45'-90' (private) Required 60' (1/2 street) 60' (total) N/A

#### 1. Comments:

The following application is a final plat and vacation of public utility easements for Mentum, including 16 commercial lots and two lots for apartments on 105.5± acres. The subject property is located west of Harrison Street, between 151st Street and Southpark Boulevard.

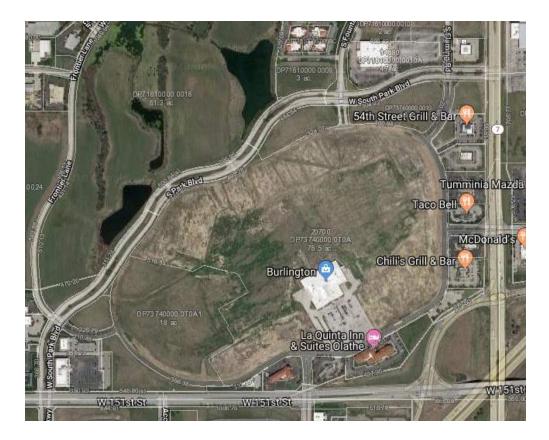
There are existing public easements that will be vacated with the proposed final plat and this requires a public hearing according to Unified Development Ordinance (UDO) requirements. The final plat is a replat of part of The Great Mall property. A rezoning to Planned District and preliminary development plan for Mentum was approved on February 5, 2019. The proposed final plat will establish new lots, internal streets and easements for utilities and access.

#### 2. Public Notice:

The applicant mailed public notice letters to surrounding property owners and submitted signed affidavits for the easements to be vacated per *Unified Development Ordinance* (*UDO*) requirements. Staff has not received any concerns regarding the proposed vacation for the drainage easement.

#### 3. Plat Review:

- a. <u>Lots/Tracts</u> The plat includes 16 commercial lots, two lots for apartments, and one common tract for the existing private ring road. The layout of the streets and lots are consistent with the approved preliminary development plan for Mentum.
- b. <u>Public Utilities</u> The property is located in the City of Olathe water and sewer service areas. There are several existing utility easements that will be vacated with the proposed replat. The easements for water lines, sanitary sewer, and utilities to be vacated are identified on Sheet 2 of the final plat. There are other easements that will need to be vacated by separate instrument following relocation of existing utilities.



Aerial map of subject area

c. <u>Streets/ Right-of-Way</u> – There is no new public street right-of-way to be dedicated with the plat. Tract A is the existing private ring road around the site and Access Easements (A/E) are identified for the proposed internal private street serving the residential and commercial lots. The existing Access Easement in Lot 7 will need to be vacated and a new A/E will need to be dedicated between Lots 7 and 8 to maintain access to Lot 2.

The plat includes street names for the existing ring road and new internal private streets. The developer will be responsible for construction and maintenance of the private streets and an agreement for ownership and maintenance of the streets will be recorded with the final plat.

d. <u>Stormwater/Detention</u> – There are existing drainage easements through the site and existing regional detention basins are located on the north side of Southpark
Boulevard that serve the proposed development area. The plat includes language for Drainage Easements (D/E) and stormwater treatment facilities per *UDO* requirements.



View of Southpark Boulevard – looking northeast to site

#### 4. Excise Taxes:

The property is currently platted, therefore the final plat is exempt from street and traffic signal excise taxes.

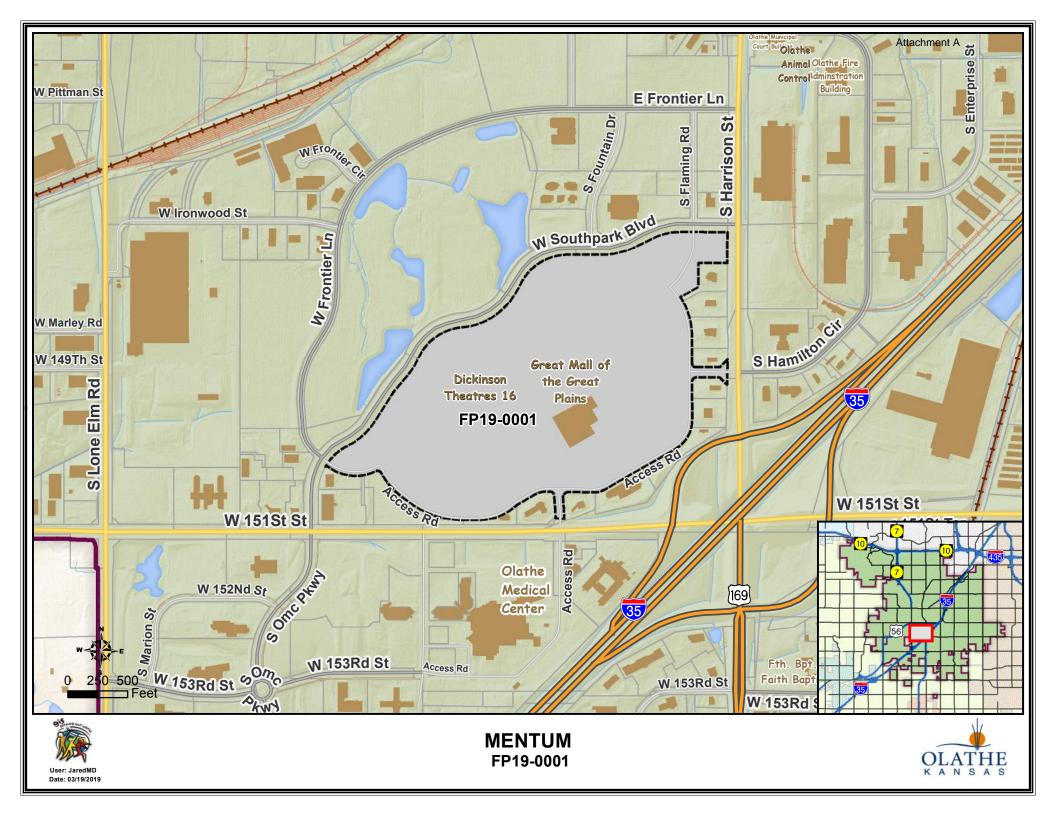
#### 5. Staff Recommendation:

Staff recommends approval of the final plat (FP19-0001) with the following stipulations:

- a. Final site development plans for the respective lots shall be approved prior to review of building permit applications.
- b. The final plat shall include all required utility easements and Book and Page numbers for Access Easements (A/E) at the time of recording.
- c. The existing Access Easement (A/E) in Lot 7 shall be vacated and a new A/E shall be dedicated between Lots 7 and 8 to maintain access to Lot 2.

FP19-0001 April 22, 2019 Page 4

- d. An agreement for ownership and maintenance of the private streets and Access Easements shall be recorded with the final plat.
- e. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.



SOUTH FARK BLVD R=653.65

(N. PLAT UNE W PLS SEE CAF

S3953427E 272.66 304.22

-9 60' A/E

PHO. 1/2' REBAR SOUTH PARK BLVD PHO. 1/2' REBAR

W/ 8LS 932 CAP M85'52'42"W

240.56

N90'00'00"W

-561\*33'33"W...172.75'

LOT 6 THE GREAT MALL

LOT 5

THE GREAT

- MALL -S0'00'00'E...215.98'

LOT 4 FNO. 1/2" REBAR W/ RLS 1067 CAP.

N9000000°E

TRACT A A/

F. MEADOW I.N.

200.50\*

N90'00'00"E

R=30.00'...47.12'

LOT 3

LOT 2 NATA

LOT AREAS ARCEL AREA (S.F.) AREA (AC.)

PLAT 4597133.11 105:5367

RACT A 287572.08 6.6017 348799.81 8.4075

> 50093.66 1,1500

70632.52 1,6215

10 46788.35 1,0741

15 50353.33 1.3856

16 95427.63 2.1907

18 486171.75 11.1610

97743.27 2,2439

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25747017 5.9107 254142.63 5.4527

395420.80 9,4775

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360763.30 8.3820

424363.43 9.7420

59598.88 1.5978

529005.60 12,0754

175062.94 3.9730

/ =90°00'00'

-FND. 1/2<sup>L</sup> REBAR W/ FLS 932 CAF 0.3°N

-N45 '00' 00"E... 92.20'

157.69 S1'30'34"\

52.23

FND. 1/2" REBA W/ CLS 20 CAF 84.37"

N45'00'00"W

S1'31'05"W

W/ RLS 932 CAP 0.3N

A = 92°00'00' R=30.00'...47.12'

-SO'00'00"E...197.00"

LØT 2 THE GREAT

MAII. 2ND PLAT

R=521.61

E. MEADOW LN

FMC. 1/2" REBAR N63"16 21"E

9

-£75' A/E

RESURVEY AND REPLAT OF LOTS 9, 10, 11, 12 AND TRACT A, THE GREAT MALL, AND LOT 1, THE GREAT MALL, 2ND PLAT, BOTH PLATTED SUBDIVISIONS OF LAND IN THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE CITY OF CLATHE, JOHNSON COUNTY, KANSAS

10

12

-€ 92° A/E

t=152.03'...81.35'-\<sup>3</sup>.

E ARROWHEAD DR

\$88\*59'47"F

LOT 15 L=95°52'57"

∆ =4°52'34

A =11°34'19

R=45.00'...76.09"

R=1954.24'...166.31' SEE DETAIL "A"

FND. 1/2" REBAR

R=50.00'...10.10'

NB2\*54'01"W...73.75

204.10' 204.06'(P)

N85'57'49"E...25.56

13

2

SEE DETAIL "B"

H2401'30"W-65.77'

#### Attachment A

Resurvey and replat of Lote 9, 10, 11, 12 and Treat A, THE GREAT MALL, and Lot 1. THE GREAT MALL, 2ND PLAT, both plotted subdivisions in the City of Olathe, Jannson County, Kansos, containing 106,5193, process, species of

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the morner shown on the accompanying plat, which subdivision and plat shall hereafter be

The undersigned proprietors of the property shown on this plet do herozy dedicate for sublic use and public ways and thoroughfares, all parcies and parts of land indicated on saic plot as streets, tercoses, places, roads, drives, lares, overtues, and callay, not heretotare dedicated.

The undersigned provisions of said property shown on this pilet on hereby cettly that, at prinr editing opening regions and the principle of the property of the principle of the property of the principle of the

The indestigated proprietors of the power describer tool of land heatby agree and consert tool the Board of Courty Commissioners of Johann County, Konses, and the City of Delby, Alahann Courty the Board of Courty Commissioners of Johann County, Konses, and the City of Delby, Alahann Courty American Court of Courty of Courty

An easement or license is hereby granted to the City of Clothe, Johnson County, Kansas, to locate

An experient to lay, construct, after, repair, replace and operate one or more sever lines and appartances convenient for the collection of scrilarly severe, over and through house arms designated as "Scrilarly Sews Experient" (Septem with the right of legienes and agrees over and through colphing land as may be recomply necessary to occess said occernant one is marely dedicated to the Concellation 40m Sewer District of Africano County, Canasso or their assignates.

An essement or license is hereby granted fic the City of Cleithe, Johnson County, Kansas, to locate, construct one mentation or euthorize the location, construction or maintenance and use of sortiony sever lines and surface dreinage facilities, including manhales, Helts, pipes, drain, etc., upen, over, and under those cross actified hereon and designated on this plot as "DZ" or "brainage Ecoserrent".

Notice. This after includes Sommories Treatment Feditive, as caffeed one regulated in the Court-Manicipal Code. Restrictions on the use or direction of the sold Fedities may page 1748 in 2004 to lobe subject to the obligations and requirements of the Stormwolder Treatment facility Maintenance Agreement opportunity to Stormwolder and the Stormwolder Treatment facility Maintenance Agreement opportunity to Stormwolder and the Stormwolder Treatment facility Maintenance

RESTRICTION Process and properties in this addition shall be received by the Deckerdion of Restrictions for "Mentum", with histmannel is recorded in the Office of the Register of Deeds of Jahace Courty, Koraos, and which shall hereby become a part of the decipation of this plat as theory that yet for the many the process of the shall be recorded by set for the record of the plat as theory that yet for the record of the plat as the process of the shall be recorded by set for the process of the shall be recorded by set for the process of the shall be recorded by set for the process of the shall be recorded by set for the process of the shall be recorded by set for the process of the shall be recorded by the shall

CONSENT TO LETY

The undesigned proprietors of the above obscribed lond heavy agree and consent that the Board of County Commissioners of Johnson County, Cossas, and the City of Cottee, cohrests County, Kossas, and the City of Cottee, cohrests County, Kossas, and propriets thereof, for Explainus, from the lem and effect of or pascial assessment and that the emaint of upper table propriets the control of the

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on

\_\_\_ day of \_\_

David Harrison, Member STATE OF KANSAS COUNTY OF JOHNSON

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year las-

Notary Public:\_\_\_\_\_\_ Ny Appointment Expires:

APPROVALS

Approved by the Flamning Commission of the City of Olathe, Johnson County, Konsas, this \_

Chairmon: C.S. Vakas

Approved by the Governing Body of the City of Diothe, Konsas, this \_\_\_\_ day of,

Mayor: Michael E. Capeloro

CERTRICATE OF AUTHORIZATION KANSAS LAND SURVEYING — LS-82 ENGINEERING — E-391 CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-200700 128

#### FLOOD NOTE:

FND. 1/2\* PEBAR 0.4'N

LOT 1

SOUTHPARK

FIRST PLAT

THE SUBJECT PROPERTY LIES ENTIRELY WITHIN ZONE X, DIFFNED AS AREAS DETERNINGD TO BE OUTSIDE THE CLOX ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMPRECING MANAGEMENT ACRORDED FOR THE CITY OF CLOTHE COMMUNITY OF ADDITIONAL CONTRACTION CONTRACTS.

N69'51'25'W...254C.89

TRACT A

Δ =84°05'15'

R=35.00'...51.37'-

567'05'32 W...21.25'

Ŧ

VICINITY MAP

TRACT A

DETAIL \*A" SCALE: 1"=50"

4 ioi . 100 ioi 100 io TRACT A

DETAIL "B" SCALE: 1"=50"

NA COR 104 2

R=35.00'...29.69'

120' R/W

60'

SOUTHPARK MEDICAL PLAZA HIRD PLAT W. LINE LOT

R=50.00\*

SW COR. N82"54"01"W

LOT 14

SE COR

N32'54'01"w

FEARING BASIS: RECORDED PLAT OF "THE GREAT WALL

A=16°24'50'

R=560.00'...160.43'-

-N34314204 33 44

N5576'53"W...86.22"

THE GREAT MAIL

NO. 1/2' REBAR-

151ST STREET

PND. 1/2" REBAR-W/ RLS 932 CAP 0.3N Δ=7"35"17"

R=440.00'...58.27';

FND. 1/2" REBAR-W/ RLS 932 CAP 0.3"N

TITLE INFORMATION SHOWN HEREIN WAS TAKEN FROW OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO MITASH-132077 AND WITH AN EFFECTIVE OLD OLD STEPS OF 3.2 (2012 20) OLD. REVISION ANJMENT AND STATEMENT OF THE STEP OLD STATEMENT OF THE STATEMENT OF THE

W. ARROWHEAD DR.

117.87

N89 54'23"W

LEGEND

J/E DENOTES UTLITY EASEMENT

5/E DENOTES SANITARY SEWER EASEMENT A/E DENOTES ACCESS EASEMENT

17

N24101 30°W

B.L. DENOTES BUILDING LINE D/E DENGTES CRAINAGE EASEMENT /\_/E DENGTES WATER LINE EASEMENT

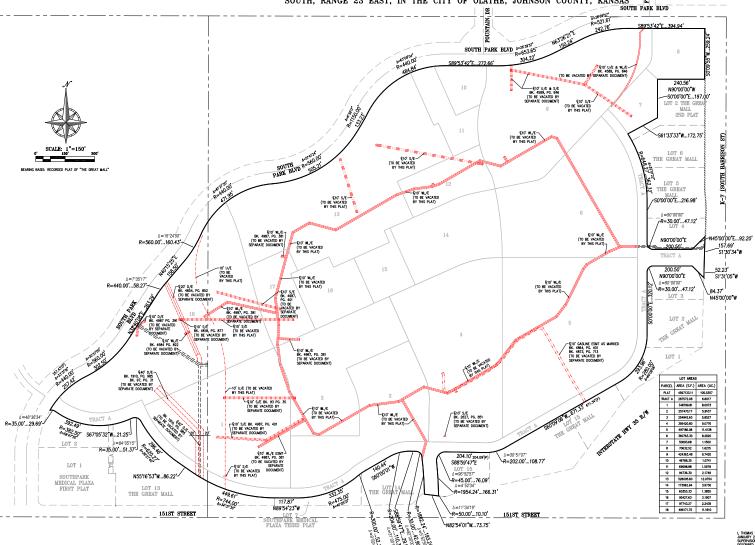


DHELDS ENGINEERING INC 1270 N. Winchester Olathe, Kansas 66061 Fax (913) 393-155

#### Attachment A

## **MENTUM**

RESURVEY AND REPLAT OF LOTS 9, 10, 11, 12 AND TRACT A, THE GREAT MALL, TOGETHER WITH LOT 1, THE GREAT MALL, 2ND PLAT, BOTH PLATTED SUBDIVISIONS OF LAND IN THE SOUTH ONE-HALF OF SECTION 2, TOWNSHIP 14 SOUTH RANGE 23 EAST. IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS



CERTIFICATE OF AUTHORIZATION
KANSAS
LAMD SERVETING — LS-82
ENGNEEHING — E-34
CERTIFICATE OF AUTHORIZATION
LISSUSIS
LAMD SERVETING—200700128
DIGNEEHING—200700128



NOTE: EASEMENTS SHOWN TO BE VACATED BY THE RECORDING OF THIS PLAT OR BY SEPARATE DOCUMENT AS NOTED.







City of Olathe
City Planning Division

#### **MINUTES**

Planning Commission Meeting: April 22, 2019

Application	FP19-0001:	Request approval for a final plat and vacation of existing public utility easements for <b>Mentum</b> containing 16 commercial lots, 2 lots for apartments, and 1 common tract on 105.5± acres; located west of Harrison Street, between 151st Street and Southpark Boulevard.

**Sean Pendley, Senior Planner,** appeared before the Planning Commission, summarizing this request for a final plat and vacation of public utility easements for Mentum, located at the former Great Mall site. A rezoning and preliminary development plan was approved for the site in February 2019. The plan includes a mixed-use development with commercial and multifamily residential development. The final plat will include the entire 105-acre site.

**Mr. Pendley** noted that there are several existing public easements that need to be revised. Some will be vacated with the final plat; some will be vacated by separate document after the plat is approved. However, the plat itself includes 16 commercial lots and two multifamily residential lots. He pointed out some access easements and existing sanitary sewer and water easements will be vacated with this plat. Mr. Pendley said other private access easements and utility easements will be vacated by separate document as the development progresses.

**Mr. Pendley** stated that the applicant mailed notices for the easement vacations per Unified Development Ordinance requirements. Staff has not received any comments, concerns or conflicts. He added that Public Works has reviewed the easement vacations and recommends approval as submitted.

**Mr. Pendley** concluded by saying that staff recommends approval of the final plat, including vacation of public easements, as stipulated in the report.

**Chair Vakas** opened the public hearing and asked the applicant to come forward. **Doug Ubben, Phelps Engineering**, 1270 North Winchester, Olathe, approached the podium. He does not have a formal presentation and believes staff covered everything sufficiently. There were no questions for the applicant. Nobody else was wishing to speak and Chair Vakas called for a motion to close the public hearing.

Motion by Comm. Rinke, seconded by Comm. Munoz, to close the public hearing. Motion passed 7-0.

Motion by Comm. Rinke, seconded by Comm. Sutherland, to recommend approval of FP19-0001, with the following stipulations:

a. Final site development plans for the respective lots shall be approved prior to review of building permit applications.

FP19-0001 April 22, 2019 Page 2

- b. The final plat shall include all required utility easements and Book and Page numbers for Access Easements (A/E) at the time of recording.
- c. The existing Access Easement (A/E) in Lot 7 shall be vacated and a new A/E shall be dedicated between Lots 7 and 8 to maintain access to Lot 2.
- d. An agreement for ownership and maintenance of the private streets and Access Easements shall be recorded with the final plat.
- e. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.

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

No: (0)

Motion was approved 7-0.



# City of Olathe

## **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT: Public Works** 

**STAFF CONTACT:** Mary Jaeger/Beth Wright **SUBJECT:** Consideration of Consent Calendar

ITEM DESCRIPTION:

Consideration of Consent Calendar.

**SUMMARY:** 

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

**FINANCIAL IMPACT:** 

N/A

**ACTION NEEDED:** 

Approve Consent Calendar for May 21, 2019.

**ATTACHMENT(S):** 

A: Consent Calendar

City Council Information Sheet Date: May 21, 2019

**ISSUE:** Consent Calendar for: May 21, 2019

**DEPARTMENT:** Public Works

## **SUMMARY:**

# 1) PROJECT COMPLETION CERTIFICATES

- a) Olathe Soccer Complex 5-D-044-17 Waterlines
- b) Olathe Soccer Complex 3-D-076-17 Storm Sewers

# 2) CHANGE ORDERS

a) none

# 3) FINAL PAYMENT TO CONTRACTORS

a) none

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



# City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT: Public Works** 

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

**SUBJECT:** Authorization of the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

#### ITEM DESCRIPTION:

Consideration of Resolution No. 19-1036 authorizing the Park Maintenance Facilities Improvements Project, PN 6-C-001-18; and repealing Resolution 18-1098 and Resolution 18-1099.

## SUMMARY:

The Parks Operations division is currently located 404 N. K-7 Highway (K-7 Highway and Spruce Street). Due to redevelopment opportunities at this location, the City has determined it necessary to construct a new facility for this division. This project is for the planning, design and construction of new office space, shop space, and site storage space. The site for this project is the recently acquired property west of, and adjacent to, the City's Public Works campus.

On November 6, 2018, City Council authorized funding for two projects that jointly provided for the replacement of the existing Parks Operations division currently located at the Spruce Street campus: Resolution 18-1098 authorized \$2,450,000 for the City Facilities Expansion infrastructure Project and Resolution 18-1099 authorized \$5,000,000 for the Parks Maintenance Improvements Project. The required scope for the replacement facility has since been refined and finalized.

For efficiency, Staff recommends combining the two projects into one, with an updated estimated total cost of \$11,500,000. This includes planning and design, staff time, construction of the building and supporting infrastructure, and equipment for the new facility.

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:

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

Council Approval of GMP Contract for Package 2
 Summer 2019

Substantial Completion/Occupancy/Move-In
 Spring 2020

## FINANCIAL IMPACT:

Proposed funding for the Park Maintenance Facilities Improvements Project includes:

Cash \$ 2,000,000

**MEETING DATE: 5/21/2019** 

 GO Bonds
 \$ 9,500,000

 Total
 \$11,500,000

## **ACTION NEEDED:**

Approval of Resolution No. 19-1036 authorizing the Park Maintenance Facilities Improvements Project, PN 6-C-001-18; and repealing Resolution 18-1098 and Resolution 18-1099.

# ATTACHMENT(S):

A: Resolution 19-1036B: Project Fact SheetC: Project Location Map

#### **RESOLUTION NO. 19-1036**

A RESOLUTION AUTHORIZING THE PARK MAINTENANCE FACILITIES IMPROVEMENTS PROJECT, PN 6-C-001-18; AND REPEALING RESOLUTION NOS. 18-1098 AND 18-1099.

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

**SECTION ONE**: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the Park Maintenance Facilities Improvements Project, Project No. 6-C-001-18 (the "Project").

**SECTION TWO**: This Project will construct new office space, shop space, and site storage space for the Parks Operations division, including utility infrastructure and other necessary site developments to support the initial phase of building construction.

**SECTION THREE**: The cost for Project will not exceed \$11,500,000, exclusive of bond issuance costs and costs for temporary financing. Funds to pay for the Project shall come from the following sources:

Cash \$2,000,000 General Obligation Bonds (GO Bonds) \$9,500,000

TOTAL \$11,500,000

The cost of the Project includes planning and design, staff time, construction, equipment for the new facility, utility infrastructure, and other necessary site development improvements to support the initial phase of building construction.

**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 \$9,500,000, exclusive of issuance costs and any interest costs for temporary financing.

**SECTION FIVE**: Resolution Nos. 18-1098 and 18-099 are hereby repealed.

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

**ADOPTED** by the Governing Body this 21st day of May, 2019.

# **SIGNED** by the Mayor this 21st day of May, 2019.

	Mayor	
ATTEST:		
City Clerk		
(SEAL)		
APPROVED AS TO FORM:		
City Attorney		



# Project Fact Sheet Park Maintenance Facilities Improvements Project PN 6-C-001-18 May 21, 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
Authorization	5-21-2019	\$11,500,000

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





# City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT: Public Works** 

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

SUBJECT: Contract with HDR Engineering, Inc. for design of the Old 56 Hwy Arterial Mill and

Overlay Project, PN 3-P-001-20.

#### ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with HDR Engineering, Inc. for design of the Old 56 Hwy Arterial Mill and Overlay Project, PN 3-P-001-20.

## SUMMARY:

On March 5, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services to improve Old 56 Highway from Lone Elm Road to 151<sup>st</sup> Street. Eight (8) firms responded to the RFQ. After reviewing all proposals, the selection committee chose HDR Engineering, Inc. as the most qualified firm.

The \$156,490 Professional Services Agreement provides engineering services necessary for design of the mill and overlay project, including survey of existing conditions, utility coordination, 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 Old 56 Highway will include 2" milling and asphalt resurfacing, base and subgrade repairs (as needed), pavement markings, improved shoulders, and pedestrian signals and ADA ramps at Robinson Street.

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

#### FINANCIAL IMPACT:

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

 Street Maintenance Sales Tax
 \$12,750,000

 CIP Fund
 \$ 2,800,000

 General Obligation Bonds
 \$ 1,000,000

 Total
 \$16,550,000

#### **ACTION NEEDED:**

Approval of a Professional Services Agreement with HDR Engineering, Inc. for design of the Old 56

# **MEETING DATE: 5/21/2019**

Hwy Arterial Mill and Overlay Project, PN 3-P-001-20.

# ATTACHMENT(S):

A: Professional Services Agreement

B: Project Location Map

C: Resolution 19-1007

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and HDR Engineering Inc., hereinafter "Consultant" (collectively, the "Parties").

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

# Old 56 Arterial Mill and Overlay (Lone Elm Road to 151st Street) Project No. 3-P-001-20

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.

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

<u>"Consultant Documents"</u> 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.

<u>"Professional Services"</u> 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.

<u>"Project"</u> is as above described.

<u>"Project Manager"</u> 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.

<u>"Subsurface Borings and Testing"</u> 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. <u>Total Fee</u>: City agrees to pay Consultant an amount not to exceed <u>one hundred fifty-six</u> <u>thousand, four hundred ninety dollars (\$156,490.00)</u>, including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable

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

2. <u>Reimbursable Expenses</u>: Consultant will be reimbursed at the actual cost, not to exceed a total expense of <u>ten thousand</u>, <u>eight hundred fifty dollars (\$10,850.00)</u> 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. <u>Change in Scope</u>: 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. <u>Special Services</u>: 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. <u>Billing</u>: 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. <u>City's Right to Withhold Payment</u>: 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. <u>Progress Reports</u>: 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 and deliverables described in Exhibit B must be completed on or before November 20, 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. <u>Services</u>: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
- 2. <u>Preliminary Design Documents</u>: 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. <a href="Preliminary Cost Estimate">Preliminary Cost Estimate</a>: 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. <u>Budget</u>: 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. <u>Services</u>: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
- 2. <u>Final Design Documents</u>: 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. <u>Contract Documents</u>: 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. <u>Final Cost Estimate</u>: 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. <u>Budget</u>: 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. <u>Services</u>: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
- 2. <u>Bids Exceeding Cost Estimate</u>: 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

- 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. <u>Additional Drawings</u>: 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. <u>Staking</u>: 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. <u>Shop Drawings</u>: 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

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: Joseph E Drimmel, Vice President – Authority to bind Consultant, Taylor A. Smith – day to day Project Manager. 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. <u>Service By and Payment to Others</u>: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
- 3. <u>Subcontracting or Assignment of Services</u>: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
- 4. <u>Endorsement</u>: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.

- 5. <u>Inspection of Documents</u>: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
- 6. <u>Standard of Care</u>: 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: Nico Estrada-Stephen 100 E. Santa Fe P.O. Box 768 Olathe, KS 66051-0768 HDR Engineering Inc. Attn: Taylor Smith, Project Manager 10450 Holmes Road, Suite 600 Kansas City, MO 64131-3471

2. <u>Compensation for Convenience Termination</u>: 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. <u>Compensation for Cause Termination</u>: 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. <u>Incomplete Documents</u>: 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. <u>Termination for Lack of Funds</u>: 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

- 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. <u>Subcontractor's Insurance</u>: 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. <u>Loss</u>: 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. <u>Indemnification and Hold Harmless</u>: 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. <u>Comparative Fault & Contributory Negligence</u>: 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. <u>Damage Limitations</u>: 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. <u>Negligence by the City</u>: 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. <u>Kansas Act Against Discrimination</u>: 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. <u>Exceptions to Applicability</u>: 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. <u>Kansas Age Discrimination in Employment Act</u>: 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. <u>Kansas Fairness in Public Construction Contract Act</u>: 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. <u>Project Documentation</u>: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
- 3. <u>Conformed To Construction Drawings ("As Built" Drawings)</u>: Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

## L. COVENANT AGAINST CONTINGENT FEES

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

#### M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and

permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

#### N. TITLES, SUBHEADS AND CAPITALIZATION

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

#### O. SEVERABILITY CLAUSE

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

#### P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

# Q. **EXECUTION OF CONTRACT** The parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_ 201\_\_\_. **CITY OF OLATHE, KANSAS** By: Michael E. Copeland, Mayor ATTEST: City Clerk (Seal) APPROVED AS TO FORM: City Attorney/Deputy City Attorney/

HDR Engineering Inc.

By:

Joseph E. Drimmel, Senior Vice President 10450 Holmes Road, Suite 600 Kansas City, MO 64131-3471

**Assistant City Attorney** 

### 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

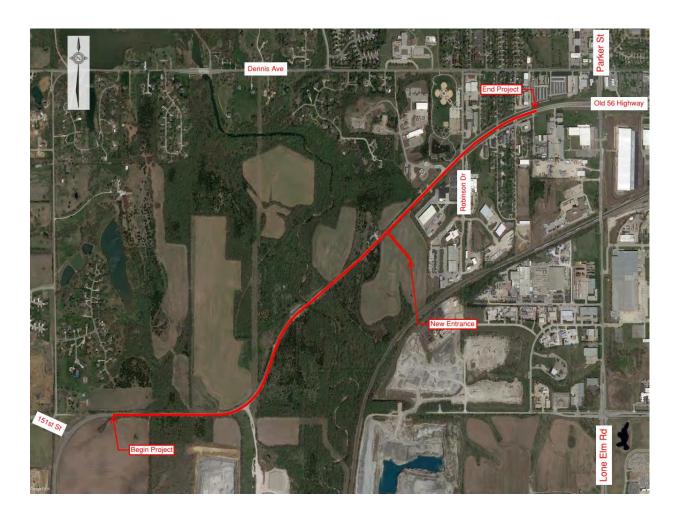
#### **EXHIBIT A**

#### **Description of Project & Map**

This project will include 2" milling and asphalt resurfacing, base and subgrade repair, pavement markings, and consideration of paved shoulders along the project route, with limits shown below. Improvements to the Robinson Drive intersection will comprise of push button crossings, ADA ramps and traffic detection maintenance.

This project will also include an entrance for the new Olathe Parks and Recreation facility. The entrance will consist of a collector street cross section, concrete curb and gutter, and street lights. Geometric improvements to Old 56 Highway will be necessary to accommodate this new entrance and will involve adding one right turn lane, one left turn lane and potential sight distance improvements.

The project will include survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for right-of-way or easements (if needed), developing construction plans in accordance with Olathe specifications, assistance with bidding of the project for construction and assistance during construction.



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

#### **EXHIBIT B**

#### **Scope of Services**

This scope of services is intended to deliver street rehabilitation and design plans, quantities and bid documents for Old 56 Highway from Lone Elm Road to 151st Street. These services also include the installation of ADA ramps at the Old 56 Highway and Robinson Drive intersection and design of the proposed entrance along the south side of Old 56 Highway. The scope also includes topographic survey sufficient to locate the entrance.

This project will utilize the existing pavement, shoulders, and storm sewers as much as possible with pavement widening near the entrance and mill and overlay of the existing street. Complete pavement and storm sewer replacement is beyond the scope and budget of this project.

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

#### Task 1 General Project Management and Data Collection

#### **1.01** General.

- A. General project and contract management time including budget schedule, invoicing, and progress monitoring. Assumes 1 PM hour per week and 4 admin hours per month for the assumed 6 month design phase. Assumes 2 PM hours and 2 admin hours per month for the assumed 8 month construction phase with project completion anticipated on or before October 2020.
- B. HDR representatives will participate in a project walk-through to identify the rehabilitation items needed for the project; this will include shoulder paving and areas of base and subgrade repair. (Assumes 2 people for 4 hours each)
- C. Meet with City as necessary for design of the project; assumes up to three meetings.

#### **1.02** Data Collection.

#### A. Conduct the following surveys:

- 1. The control survey includes survey research, recover and tie-section corners, establish project control points including reference ties, recover benchmarks and set temporary project benchmarks and process control survey information. Field design surveys of relevant existing surface topographic features will be performed in the area of the proposed road along the south side of Old 56 Highway. The shoulder paving locations and areas of base and subgrade repair determined during the field visit will not be picked up during the field survey. This will also include downloading, processing, and developing an existing surface from the surveys. A certified land corner record for each section corner recovered and used on this project will be prepared and submitted to governmental agencies.
- 2. Pick-up survey during design.
- 3. Locate soil borings and pavement cores.
- 4. Download and process pick-up surveys and incorporate into project mapping.
- 5. Contact Kansas One-Call and coordinate marking of underground utilities for the new Parks entrance area. Field locate horizontal locations of utilities that respond and mark their facilities. HDR will make reasonable efforts to coordinate with utilities and One-Call for up to one week in advance and during field surveys to obtain field marking locations; however, lack of timely response that require extra remobilization of survey crew is not included in

our estimated effort.

- B. Show City provided existing information including addresses of abutting property information based on JoCo AiMS GIS information.
  - 1. Obtain ownership and encumbrance (O&E) reports for up to 4 tracts.
- C. Prepare a base map at 1"=50' scale including field survey information, and existing utility information as determined from surveyed utility locates, visible features and/or facility maps. Existing property lines and address information will be based upon GIS information.

#### Task 2 Preliminary Design

#### **2.01.** Preliminary Design.

- A. Coordinate with design-build site development project for proposed road (assumes up to 3 meetings).
- B. Determine proposed road intersection location with Old 56 Highway based on stopping sight distance and intersection sight distance requirements using existing Old 56 Highway profile.
- C. Determine profiles adjustments and intersection layout with Old 56 Highway due to the proposed road stopping sight distance and locating the proposed turn lanes inside City right-of-way.
- D. Develop horizontal and vertical alignments for proposed road.
- E. Develop construction limits of Old 56 Highway improvements.
- F. Develop construction limits of new road.
- G. Develop roadway "model" and construction grading limits. The paved shoulders will not be included in the "model" and no cross sections for the paved shoulders will be included in the plan set.
- H. Show rehab locations on plans as determined during project walk-through. This will include locations of base and subgrade repair and shoulder paving.
- I. ADA ramp layout in plan view and sidewalk connection to Lone Elm project (1 intersection).
- J. Develop construction sequencing to add to contract specs
- K. Turn lane geometric layout along Old 56 Highway at new road and use 150' reverse curves for turn lane "tapers".
- L. Determine storm sewer modifications of existing structures at Robinson Drive; assume replacement in kind.
- M. KDHE NOI permitting
- N. Prepare preliminary quantities and opinion of probable cost
- O. Quality review of preliminary deliverables.

#### **2.02.** Prepare Field Check Plans.

- A. Cover sheet. (1 sheet)
- B. General Notes sheet. (1 sheet)

- C. Typical sections. (3 sheets). A typical section will be shown in the plans to describe the shoulder construction.
  - 1. Pavement section (Assumes City standard)
- D. Survey reference sheet (1 sheet)
- E. Property lines and owner information.
- F. Old 56 Highway roadway plan and profile sheets. Profile sheets only at new road. No profile for overlay areas. The locations determined during the field site visit, including the paved shoulders, will be shown in the plans based on GIS information (~12 sheets). Plan scale to be 1"=50 ft.
- G. Proposed road plan and profile sheets. This will also include the grading plan sheet (~3 sheets).
- H. Side road profile sheet for Robinson Drive (1 sheet). Assumes Robinson Drive is the only existing side road or driveway that will include work with this project.
- I. Preliminary street lighting plans for proposed road using City standard LED cobra head fixture with black poles. (~11 sheets)
- 1. Light pole layout and level analysis.
  - a. Light pole and underground layout shown in plans. Layout on outside of curbs along proposed road. Proposed 30' tall lighting poles will tie into the power source from the Parks site.
  - b. Lighting level analysis. The levels along this proposed road shall meet City requirements for a collector street. The intersection of the entrance with Old 56 Highway will not be included in the lighting plan.
- J. Pedestrian signal and loop replacement design and plans at Robinson Drive (~10 sheets).
- K. Prepare pavement marking plans. Assumed from the end of the Lone Elm project, west of Lone Elm Road, to the existing pavement joint east of the 151st Street and Clare Road intersection. (5 sheets)
- L. Cross sections for Old 56 Highway at turn lanes and profile changes every 50 feet. No cross sections will be included in the plan set for the paved shoulder locations. (~20 sheets).
- M. Cross sections for proposed road every 50 feet. (~10 sheets).
- N. Compile City Roadway standards and include 2 per sheet (~16 sheets).
- O. Guardrail plan and detail sheets (~5 sheets).
- P. Erosion & Sediment Control Memo (identify how construction sequencing will impact E & S controls). Also create erosion control plans for up to 3 stages (~6 sheets).
- **2.03** Submit field check plans and opinion of probable construction cost to the City in PDF format. The preliminary opinion of probable project costs should be itemized by unit of work and include right-of-way costs and contingency. Prepare and submit request for design exception.
- **2.04** Send PDF of Field Check plans to utility companies for their use in identifying conflicts and preparing relocation plans

- **2.05** General coordination with utilities in proposed road area only. Schedule and attend two utility coordination meetings; this scope assumes attendance by up to 2 HDR representatives for 2 hours.
- **2.06** Office Field Check review meeting to be performed with the City to review the Field Check plans

#### Task 3 - Right-of-Way Design Phase

- **3.01** Right-of-way easements. Shall be in accordance with "Exhibit D, Land Acquisition Checklist for Consultant Projects"
  - A. Describe right-of-way and easements per agreed upon limits following Task 2.
  - 1. Verify and furnish Ownership and Encumbrance (O&E) reports with the required tract information (see Exhibit D).
  - 2. Prepare and furnish legal descriptions (sealed by Kansas RLS) for up to 4 tracts.
  - 3. Prepare and furnish Tract Maps for up to 4 tracts.
  - B. Stake proposed right-of-way and easements. Assumes one trip to stake 2 tracts. This does not include any re-staking due to damage or misplacement.

#### Task 4 - Final Design Phase

- **4.01** Address preliminary City Review comments and finalize plans and details.
- **4.02** Prepare final sealed plans.
- **4.03** Prepare final quantities and opinion of probable cost
  - A. Provide information for City to prepare design summary document.
  - B. Provide plan modifications based on review comments received from City.
- 4.04 Prepare technical specifications and compile City standard specifications for "Project Manual". This effort assumes that HDR is only responsible for editing the sections unique to the project including the cover, technical specifications, and measurement and payment.
- **4.05** Quality review for final plans, specs, and estimate.

#### Task 5 Bidding Phase

- **5.01** Answer Contractor questions during the bid period and issue up to 2 addenda. Assumes 6 PM hours and 4 engineer hours.
- **5.02** Prepare Contract Documents and print construction sets for Contractor and City.

#### Task 6 Construction Phase

- **6.01** Attend a pre-construction conference with representatives of the City, the successful bidder and utilities. Assumes attendance by up to 2 HDR representatives for 2 hours each.
- **6.02** Be available for discussion and consultation during the construction phase.
- **6.03** Respond to questions during construction involving either interpretation of plans or issues arising in the field. Assumes 2 PM hours and 10 engineer hours.
- **6.04** Review shop drawings and be available for consultation with the City during construction. Assumes one shop drawing review. City will review all submittals for street lighting and signals. City will review majority of other submittals, including pavement marking, paving materials and mix designs.
- **6.05** Prepare final record drawings from City provided redlines that reflect:
  - A. 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.

#### Completion Time:

The Consulting Engineer hereby agrees to complete and submit the grading sheet for the proposed road (in Task 2.02 section G) to the City by **June 28, 2019**. Task 2 will be complete and Field Check Plans and opinion of probable construction cost will be submitted to the City by **August 9, 2019**. Easement and right-of-way descriptions and tract maps (Task 3) will be complete and submitted by **September 6, 2019**. The work necessary to advertise for bids including preparation of Final Plans and Specifications (Task 4) will be complete by **October 18, 2019**. It is assumed that Task 6, Construction Phase, will be completed by **November 20, 2020**. This schedule assumes receipt of NTP by May 22, 2019 and timely reviews, input, and data-provided by City staff.

#### **Assumptions:**

- Does not include stormwater hydrology or hydraulic analysis. City has indicated that the
  design-build site storm sewer network has been designed to accommodate the drainage
  from along the proposed road. Where existing inlets and/or storm pipe are in conflict with
  the proposed improvements, they will be replaced in kind and connected to the existing
  adjacent storm sewer infrastructure.
- Does not include subsurface drainage analysis or design (underdrains or drainable base).
- Does not include post-construction BMPs.
- Does not include relocation or replacement of existing irrigation system(s). Assumes
  property owner will be compensated for this type of impact as part of the property
  acquisition process.
- Does not include separate fence relocation, replacement or installation plans; assumes fence replacement will be same type and configuration as currently exists and will be shown on roadway plan sheets and reference fence detail and specification.
- Does not include on-street bike lanes, sharrows or other accommodations.
- Assumes project will use City of Olathe standard details for pavement, shoulders, curb, sidewalk ramps, storm inlets, storm pipe, street lighting, and erosion control.
- The City is responsible for appraisal and acquisition of permanent rights-of-way and easements, and temporary construction easements.
- Does not include detailed sidewalk ramp design with elevations. Assumes plan layout and City standard details are sufficient to meet ADA.
- Does not include waterline relocation or modification design or plans.
- Does not include sanitary sewer relocation/adjustment and/or septic system modifications.
- Does not include a pavement evaluation or recommendations. If requested a pavement evaluation or pavement recommendations may be completed as an additional service.
- Assumes no new right-of-way will be developed for the proposed road.
- No traffic impact study will be performed for the new site development.
- Assumes no pavement marking on the proposed road.
- No public involvement effort will be required for this project.
- Assume two utility "meetings". HDR will reach out to utility companies and coordinate.
- The City is responsible for coordinating geotechnical cores and borings and locating them in the field.
- Assumes no driveway replacements for the residential houses on the north side of Old 56 Highway.
- Assume no traffic control plans required. Traffic control will be done by City standard lane drops with flaggers. General construction sequencing will be included in the technical specifications/Project Manual.
- Assume no O&E updates are included.
- Other items excluded from these services include, but are not limited to: pavement design, environmental impact statement, environmental contamination investigation or

mitigation, wetlands investigation or mitigation, SWPPP, stormwater treatment BMPs, structural retaining walls, structural design, utility potholing, private utility relocation design or plans, and property corner surveys.

#### EXHIBIT C Fee & Rate Schedule

	1	1		1		ı	1		1 1	
Item of Work	Project Manager	QA/QC Manager	Senior Traffic Engineer	Engineer	CADD Tech II / EIT	Surveyor	Survey CADD	Survey Crew	Admin.	Total
Task 1. General Project Management and Data Collection										
1.01. General										
A. General project and contract management including budget schedule, invoicing and progress monitoring	41								40	81
B. Project walk-through to identify rehabilitation items needed for the project.	4	4								8
C. Design meetings with City (up to 3 meetings)	6			2						8
1.02. Data Collection										
A. Control and Field Survey:										
Survey of existing topographic and boundary on Old 56 Highway.						6		80		86
Pick-up survey during design     Legate soil begings and payement cores.						2		10 4		12 6
Locate soil borings and pavement cores     Download and process pick-up surveys and incorporate into project								4		-
mapping						2	8			10
Coordinate marking of underground utilities (One-Call)						8				8
B. Update property information										
Obtain O&E reports for 4 tracts (costs included as expense)	1					2				3
C. Prepare Base Map at 1"=50' including boundary, topo, and utilities						16	50			66
Subtotal	52	4	0	2	0	38	58	94	40	288
QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr. General Project Management and Data Collection Estimated Labor Cos  Expenses Survey Equipment/Materials Printing and Reproduction Travel / Miscellaneous Traffic Control during survey (2 day set-up) Ownership and Encumbrance (O&E) Reports (Assumes 4) General Project Management and Data Collection Estimated Expenses:	ts:								-	\$840 \$0 \$220 \$0 \$5,700 \$5,800 \$3,800 \$30,540 \$750 \$150 \$100 \$3,500 \$2,000
Estimated General Project Management and Data Collection	Fee								Ī	\$37,040
Task 2. Preliminary Design Phase										·
2.01. Preliminary Design										
A. Coordinate with design-build site development project for proposed road (assumes up to 3 meetings).	6			6						12
B. Determine proposed road intersection location with Old 56 Highway based on stopping sight distance and intersection sight distance requirements using existing Old 56 Highway profile	1			6	8					15
C. Determine profiles adjustments and intersection layout with Old 56 Highway	2			8	8					18
D. Develop horizontal and vertical alignments for proposed road				4	4				$oxed{oxed}$	8
E. Develop construction limits of Old 56 Highway improvements	6			4	10	1				20
F. Develop construction limits of new road G. Develop roadway "model" and construction grading limits	2			4 10	10 10	<u> </u>				16 22
H. Show rehab locations on plans as determined during project walk-through	2			4	12					18
ADA ramp layout in plan view and sidewalk connection to Lone Elm project (1 intersection)	2			8	4					14
J. Develop construction sequencing to add to contract specs	6			12						18
K. Turn lane geometric layout along Old 56 Highway at new road and use 150' reverse curves for turn lane "tapers"	1			2	6					9

ltem of Work	Project Manager	QA/QC Manager	Senior Traffic Engineer	Engineer	CADD Tech II / EIT	Surveyor	Survey CADD	Survey Crew	Admin.	Total
L. Determine storm sewer modifications of existing structures at Robinson	2	2		8	8					20
Drive; assume replacement in kind				U	-					20
M. KDHE NOI permitting	2			4	2					8
N. Prepare preliminary quantities and opinion of probable cost	2			12	12					26
O. Quality review of preliminary deliverables		8								8
2.02. Prepare Field Check Plans										
A. Cover Sheet	1			2	4					7
B. General Notes Sheet	1			2	4					7
C. Typical Sections	4			12	16					32
1. Pavement Section				1	2					3
D. Survey reference sheet				1		2				3
E. Property lines and owner information				2	4					6
F. Old 56 Highway Roadway Plan and Profile Sheets. Profile sheets only at new road. No profile for overlay areas. (Assumes 12 sheets)	8			47	108					163
G. Proposed road plan and profile sheets and grading sheet. (Assumes 3 sheets)	2			20	28					50
H. Side road profile sheet for Robinson Drive (1 sheet)	1			1	4					6
Street lighting plans for proposed industrial road										
Light pole layout and level analysis			8	8	20					36

J. Pedestrian signal and loop replacement design and plans at Robinson   8   60   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   8   80   12   12   8   80   12   12   12   12   12   12   12   1	Item of Work	Project Manager	QA/QC Manager	Senior Traffic Engineer	Engineer	CADD Tech II / EIT	Surveyor	Survey CADD	Survey Crew	Admin.	Total
Drive   Characteristics   Ch						12					80
L. Cross Sactions for Old 55 Highway at turn lanes and profile changes		2									
Every 50											
N. Compile City roadway standards into sheets	·	2			8	16					26
D. Guardrall plan and detail sheets		+									
P. Erosion Control Memo and plans for up to 3 stages (6 sheets)					-						·
2.03. Submit field check plans to City		+									
2.06. Utility coordination meetings		+									
Subtotal   76   10   16   308   384   2   0   0   0   796					8	8					16
Subtotal   76   10   16   308   384   2   0   0   0   796	2.05. Utility coordination meetings	10			10						20
Labor		2			2						4
Labor	Subtatal	76	10	16	200	204	2	0	^	0	706
Project Manager @ \$110.00 /hr.		/6	10	סו	<b>300</b>	304		U	U	U	ט פיני
Expenses	QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr.										\$2,100 \$2,720 \$33,880 \$36,480 \$300 \$0 \$0
Printing and Reproduction (Assumes 2 full size, 4 half size of the plans)										·	\$83,840
Travel / Miscellaneous											\$1.600
Estimated Preliminary Design Fee	Travel / Miscellaneous										
Task 3. Right-of-Way Phase	Preliminary Design Estimated Expenses:									,	\$1,750
Task 3. Right-of-Way Phase	Estimated Preliminary Design Fee										\$85.590
3.01. Right-of-way and easements  A. Right-of-way and easement descriptions  1. Verify and provide O&E reports  2. Legal descriptions (up to 4)  3. Tract Maps (up to 4)  B. Stake proposed right-of-way and easements (assumes 2 tracts)  2											. ,
A. Right-of-way and easement descriptions  1. Verify and provide O&E reports  2. Legal descriptions (up to 4)  3. Tract Maps (up to 4)  B. Stake proposed right-of-way and easements (assumes 2 tracts)  Subtotal 0 0 0 0 16 16 10 0 42  Labor  Project Manager @ \$110.00 /hr.  QA/QC Manager @ \$210.00/hr.  Senior Traffic Engineer @ \$170.00 /hr.  CADD / EIT @ \$95.00 /hr.  Surveyor @ \$150.00 /hr.  Surveyor @ \$150.00 /hr.  Survey CRDD @ \$100.00 /hr.  Survey Crew @ \$90.00 /hr.  Right-of-Way Phase Estimated Labor Costs:  \$50  Right-of-Way Phase Estimated Expenses:											
1. Verify and provide O&E reports       2       2         2. Legal descriptions (up to 4)       8       4       12         3. Tract Maps (up to 4)       4       12       16         B. Stake proposed right-of-way and easements (assumes 2 tracts)       2       10       12         Subtotal 0 0 0 0 0 16 16 10 0 0 42         Labor         Project Manager @ \$110.00 /hr.       \$0       \$0       \$0       16 16 10 0 42       42         Labor       Project Manager @ \$110.00 /hr.       \$0       \$0       \$0       16 16 10 0 42       42         Labor       Project Manager @ \$110.00 /hr.       \$0       \$0       \$0       16 16 10 0 0 42       42         Labor       Project Manager @ \$110.00 /hr.       \$0       \$0       \$0       16 16 10 0 0 42       42         Labor       Spon Canager @ \$110.00 /hr.       \$0											
3. Tract Maps (up to 4)  B. Stake proposed right-of-way and easements (assumes 2 tracts)  Subtotal 0 0 0 0 16 16 10 0 42  Labor  Project Manager @ \$110.00 /hr. QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. \$00 Survey CADD @ \$100.00 /hr. \$1,600 Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr. Right-of-Way Phase Estimated Labor Costs:  Expenses  Printing and Reproduction Right-of-Way Phase Estimated Expenses:  \$50							2				2
B. Stake proposed right-of-way and easements (assumes 2 tracts)    Subtotal   0   0   0   0   16   16   10   0   42	2. Legal descriptions (up to 4)						8	4			12
Subtotal   0   0   0   0   16   16   10   0   42	3. Tract Maps (up to 4)						4	12			16
Labor       \$0         Project Manager @ \$110.00 /hr.       \$0         QA/QC Manager @ \$210.00/hr.       \$0         Senior Traffic Engineer @ \$170.00 /hr.       \$0         Engineer @ \$110.00 /hr.       \$0         CADD / EIT @ \$95.00 /hr.       \$0         Surveyor @ \$150.00 /hr.       \$2,400         Survey CADD @ \$100.00 /hr.       \$1,600         Survey Crew @ \$90.00 /hr.       \$900         Admin. @ \$95.00 /hr.       \$0         Right-of-Way Phase Estimated Labor Costs:       \$4,900         Expenses       \$50         Right-of-Way Phase Estimated Expenses:       \$50	B. Stake proposed right-of-way and easements (assumes 2 tracts)						2		10		12
Labor       \$0         Project Manager @ \$110.00 /hr.       \$0         QA/QC Manager @ \$210.00/hr.       \$0         Senior Traffic Engineer @ \$170.00 /hr.       \$0         Engineer @ \$110.00 /hr.       \$0         CADD / EIT @ \$95.00 /hr.       \$0         Surveyor @ \$150.00 /hr.       \$2,400         Survey CADD @ \$100.00 /hr.       \$1,600         Survey Crew @ \$90.00 /hr.       \$900         Admin. @ \$95.00 /hr.       \$0         Right-of-Way Phase Estimated Labor Costs:       \$4,900         Expenses       \$50         Right-of-Way Phase Estimated Expenses:       \$50	Subtotal	0	0	n	0	0	16	16	10	0	42
Project Manager @ \$110.00 /hr.       \$0         QA/QC Manager @ \$210.00/hr.       \$0         Senior Traffic Engineer @ \$170.00 /hr.       \$0         Engineer @ \$1110.00 /hr.       \$0         CADD / EIT @ \$95.00 /hr.       \$0         Surveyor @ \$150.00 /hr.       \$2,400         Survey CADD @ \$100.00 /hr.       \$1,600         Survey Crew @ \$90.00 /hr.       \$900         Admin. @ \$95.00 /hr.       \$0         Right-of-Way Phase Estimated Labor Costs:       \$4,900         Expenses       \$50         Right-of-Way Phase Estimated Expenses:       \$50		ן ט	U	U	U	U	10	10	10	U	44
Printing and Reproduction \$50 Right-of-Way Phase Estimated Expenses: \$50	Project Manager @ \$110.00 /hr. QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr.										\$0 \$0 \$0 \$0 \$2,400 \$1,600 \$900
Printing and Reproduction \$50 Right-of-Way Phase Estimated Expenses: \$50	Right-of-Way Phase Estimated Labor Costs:										\$4,900
										!	\$4,900
Estimated Right-of-Way Phase Fee \$4.950	Expenses Printing and Reproduction										
	Expenses Printing and Reproduction										\$50

Item of Work	Project Manager	QA/QC Manager	Senior Traffic Engineer	Engineer	CADD Tech II / EIT	Surveyor	Survey CADD	Survey Crew	Admin.	Total
Task 4. Final Design Phase										
<b>4.01.</b> Address preliminary City Review comments and finalize plans and details	4			20	48					72
4.02. Prepare final sealed plans	6			8	32					46
<b>4.03.</b> Prepare final quantities and opinion of probable cost	4			8	8					20
<b>4.04.</b> Prepare technical specifications and compile City standard specifications for "Project Manual". This effort assumes that HDR is only responsible for editing the sections unique to the project including the cover, technical specifications, and measurement and payment.	2			12	8					22
4.05. Quality Review for final plans, specs, and estimate		12								12
Subtotal	16	12	0	48	96	0	0	0	0	172
Labor Project Manager @ \$110.00 /hr. QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr. Final Design Estimated Labor Costs:										\$1,760 \$2,520 \$0 \$5,280 \$9,120 \$0 \$0 \$0 \$18,680
Expenses Printing and Reproduction Travel / Miscellaneous Final Design Estimated Expenses: Estimated Final Design Fee										\$250 \$100 <b>\$350</b> <b>\$19,030</b>

	ı	1	1	ı				1		
Item of Work	Project Manager	QA/QC Manager	Senior Traffic Engineer	Engineer	CADD Tech II / EIT	Surveyor	Survey CADD	Survey Crew	Admin.	Total
Task 5. Bidding Phase										
<b>5.01.</b> Answer contractor questions and issue up to 2 addenda.	6			4						10
<b>5.02.</b> Prepare contract documents and print construction sets for Contractor and City	3			1	4					8
Subtotal	9	0	0	5	4	0	0	0	0	18
Project Manager @ \$110.00 /hr. QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr. Bidding Phase Estimated Labor Costs:  Expenses Printing and Reproduction (Assumes 2 full size and 8 half size of the plans, Travel / Miscellaneous Bidding Phase Estimated Expenses:	and 8	} proj	ect mai	nuals	)					\$990 \$0 \$550 \$380 \$0 \$0 \$1,920 \$2,000 \$50 \$2,050
Estimated Bidding Fee	П		ı	П				ı	1	\$3,970
Task 6. Construction Phase 6.01. Attend Pre-Construction meeting	2			2						4
<b>6.02.</b> Be available for discussion and consultation during the construction										4
phase	8			8						16
<b>6.03.</b> Respond to questions during construction involving either interpretation	2			10						12
of plans or issues arising in the field	_									
<b>6.04.</b> Review shop drawings and submittals	_		0	4	40					4
6.05. Prepare final record drawings	2			4	12					18
Subtotal	14	0	0	28	12	0	0	0	0	54
Labor Project Manager @ \$110.00 /hr. QA/QC Manager @ \$210.00/hr. Senior Traffic Engineer @ \$170.00 /hr. Engineer @ \$110.00 /hr. CADD / EIT @ \$95.00 /hr. Surveyor @ \$150.00 /hr. Survey CADD @ \$100.00 /hr. Survey Crew @ \$90.00 /hr. Admin. @ \$95.00 /hr. Construction Phase Estimated Labor Costs:										\$1,540 \$0 \$3,080 \$1,140 \$0 \$0 \$0 \$5,760
Expenses Printing and Reproduction Travel / Miscellaneous Construction Phase Estimated Expenses: Estimated Construction Phase Fee										\$100 \$50 <b>\$150</b> <b>\$5,910</b>
Total Estimated Fee										\$156,490
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### **EXHIBIT D Land Acquisition Checklist for Consultant Projects**

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

 Deter	mine 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.
	in 192 field termination of end date.
 REQU	IRED 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)
	<ol> <li>If a trust, the name and date of the trust</li> </ol>
	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
0	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
11)	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 conv of both doods
o)	conveyed to wife's trust, we will need a copy of both deeds.  Common errors to avoid: verify marital status, BEFORE SUBMITTING

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) 05/03/2019

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).

this certificate does not come rights to the certificate holder in ned of st	ich endorsement(s).		
PRODUCER	CONTACT NAME:		
Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-	467-2378
P.O. Box 305191	E-MAIL ADDRESS: certificates@willis.com		
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE		NAIC#
	(-)		_
	INSURER A: Liberty Mutual Fire Insurance	Company	23035
INSURED	INSURER B: Liberty Insurance Corporation		42404
HDR Engineering, Inc.			
1917 South 67th Street	INSURER C:		
Omaha, NE 68106	INSURER D:		
	INSURER E:		
	INSURER F:		

#### COVERAGES CERTIFICATE NUMBER: W11187654 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
		COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000		
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000		
A	×	Contractual Liability						MED EXP (Any one person)	\$	10,000		
			Y	Y	TB2-641-444950-038	06/01/2018	06/01/2019	PERSONAL & ADV INJURY	\$	2,000,000		
	GEN'	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000		
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000		
		OTHER:							\$			
	AUTO	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000		
	×	ANY AUTO							L'	BODILY INJURY (Per person)	\$	
A		OWNED SCHEDULED AUTOS ONLY	Y	Y	AS2-641-444950-048	06/01/2018		BODILY INJURY (Per accident)	\$			
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
									\$			
В	×	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000		
-		EXCESS LIAB CLAIMS-MADE	Y	Y	TH7-641-444950-068	06/01/2018	06/01/2019	AGGREGATE	\$	5,000,000		
		DED RETENTION\$							\$			
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER				
В	ANYP	ROPRIETOR/PARTNER/EXECUTIVE T-	N/A	Y	WA7-64D-444950-018	06/01/2019	06/01/2010	E.L. EACH ACCIDENT	\$	1,000,000		
	(Mand	datory in NH)	N/A	_	WA7-64D-444950-018	06/01/2018	06/01/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	If yes, DESC	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000		

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

Re: This project will include 2" milling and asphalt resurfacing, base and subgrade repair, pavement markings, and

CERTIFICATE HOLDER	CANCELLATION
City of Olathe, Kansas	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Nico Estrada-Stephen	AUTHORIZED REPRESENTATIVE
100 E. Santa Fe	3
P.O. Box 768	alicia J. Pavelko
Olathe, KS 66051-0768	

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AGENCY CUSTOMER ID:	
LOC #	



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED					
Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		HDR Engineering, Inc.					
WITTE TOWERS Watson Midwest, Inc. Ika WITTE OF MINNESOLA, INC.		1917 South 67th Street					
POLICY NUMBER		Omaha, NE 68106					
See Page 1							
bee rage r							
CARRIER	NAIC CODE						
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1					
See Page 1	see Page I	EFFECTIVE DATE: See Page 1					

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER:25 FORM TITLE: Certificate of Liability Insurance
consideration of paved shoulders along the project route, along Old 56 Highway from Lone Elm Road to 151st Street.
Improvements to the Robinson Drive intersection will comprise of push button crossings, ADA ramps and traffic
detection maintenance. This project will also include an entrance for the new Olathe Parks and Recreation facility.
The entrance will consist of a collector street cross section, concrete curb and gutter, and street lights. Geometric
improvements to Old 56 Highway will be necessary to accommodate this new entrance and will involve adding one right
turn lane, one left turn lane and potential sight distance improvements.

Additional Insured: City.

ACORD 101 (2008/01)

SR ID: 17923555 BATCH: 1184108

CERT: W11187654

Policy Number: TB2-641-444950-038

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Designated Location(s):**

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
  - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
  - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Designated Construction Project(s):**

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;

CG 25 03 05 09

- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction proiect
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a c ontract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been p ut to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TB2-641-444950-038

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not sh	nown above, will be shown in the Declarations.

#### POLICY NUMBER: TB2-641-444950-038

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:** 
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

#### **Schedule**

Person or Organization:	Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-048

Issued by: Liberty Mutual Fire Insurance Co.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

#### Schedule

#### Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

#### Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

#### The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-038

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person Or Organization: As required by written contract or agreement		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	_	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

### Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Schedule Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-018

Effective Date 6/01/2018

Premium

Issued to:

Policy Number TB2-641-444950-038

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30
-		

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-048

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **NOTICE OF MATERIAL CHANGE**

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will relates to the person or organization listed below.	not affect the validity of the changes except as
<u>N</u> AME	<u>ADDRESS</u>
As required by written contract or written agreement	
In no event will the notification be less than the minimum Notification will be provided to all parties in a manner as it	
This endorsement is executed by the Liberty Insurance Corporation	
Premium:	
Effective Date: 6/1/2018 Expiration Date: 6/1/2019	
For attachment to Policy No: WA7-64D-444950-018	Olicia Pavelho
Countersigned by_	Authorized Representative
	End. Serial No.

WC 99 20 15 Page 1 of 1 Ed. 09/01/2010

### NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE** 

Name of Other Person(s) / Organization(s):

As required by written contract or written agreement

30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-018 Effective Date 6/01/2018 Premium \$

Issued to

## **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: 7231608

Entity Name: HDR ENGINEERING, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

Resident Agent: THE CORPORATION COMPANY, INC.

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

was filed in this office on June 24, 1985, 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.

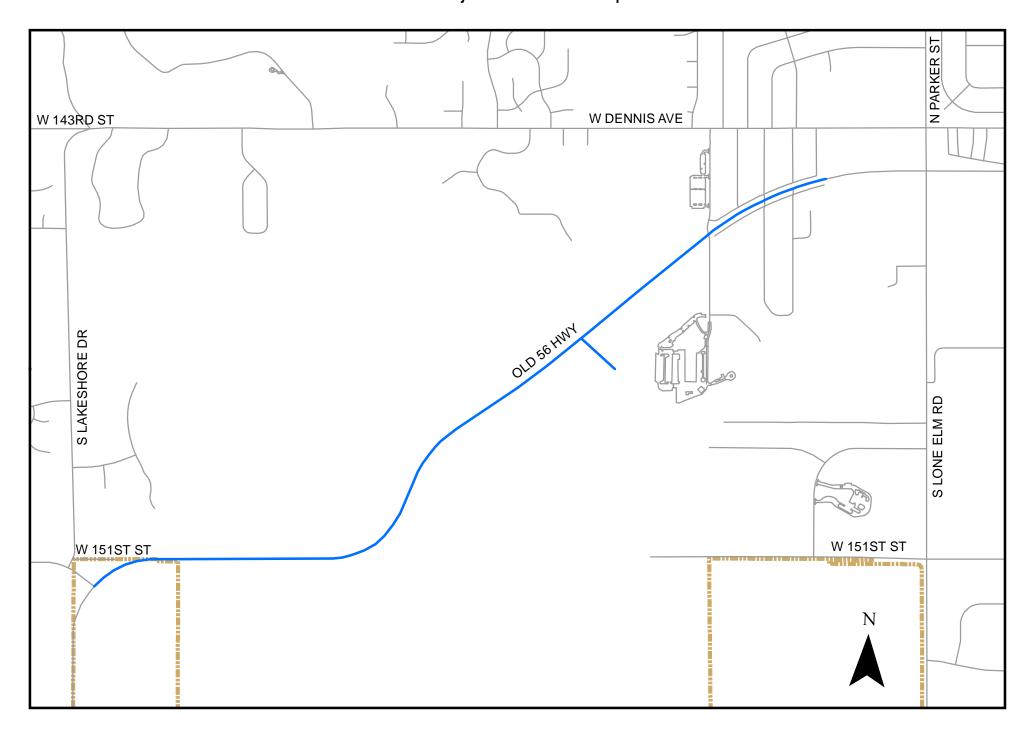
THE STATE OF THE S

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 October 12, 2018

KRIS W. KOBACH SECRETARY OF STATE

Certificate ID: 1082876 - To verify the validity of this certificate please visit <a href="https://www.kansas.gov/bess/flow/validate">https://www.kansas.gov/bess/flow/validate</a> and enter the certificate ID number.

## Old 56 Hwy Arterial Mill and Overlay Project, PN 3-P-001-20 Project Location Map



## **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 – 119<sup>th</sup> 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.

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

<u>Local & Collector Street Mill and Overlay Project</u> – 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.

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

<u>Design of 2020 Arterial Mill and Overlay Projects</u> – 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.

ATTEST:

Emil Vinant City Clerk

(SEAL)



## APPROVED AS TO FORM:

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

## **EXHIBIT A**

East Frontier Lane Lindenwood to Jamestown

East Pawnee Drive Lindenwood to West End Parking Lot

West 149th Street Lone Elm to Valley

South Valley Road 151st Street to 149th Street
West 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 StreetGreenwood to GreenwoodSouth Hagan Street123rd Street to North EndSouth Hallet Street120th 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
South Widmer Street

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
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
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

West 142nd Court

West 142nd Terrace

West 142nd Terrace

Landon to Southeast End Cul-de-sac

Landon to West End Dead End

West 143rd Terrace

Quivira to West End Dead End

Quivira to West End Dead End

West 146th Street

Caenen to West End Dead End

Caenen to West End Dead End

Caenen to West End Dead End

Caenen to West 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
West 150th Street
West 150th Terrace
Quivira to 148th Street
Lakeshore to Lakestone
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 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 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

South Persimmon Drive

South Persimmon Drive

Persimmon to East End Cul-de-sac

Persimmon to West End Cul-de-sac

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

Whitney to Van Mar

South Canyon Drive Elm to North End Dead End

South Canyon Drive Sheridan to North End Cul-de-sac

125th Street to Elsworth South Ortega Drive West Ferrel Drive Persimmon to Canyon West Fredrickson Drive Persimmon to Canyon Harold to Johnston North Parkway Drive 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 Church to Westerfield East Prairie Street East Prairie Terrace Hamilton to Curtis

North Purdom Street Harold to Piatt

North Purdom Street

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

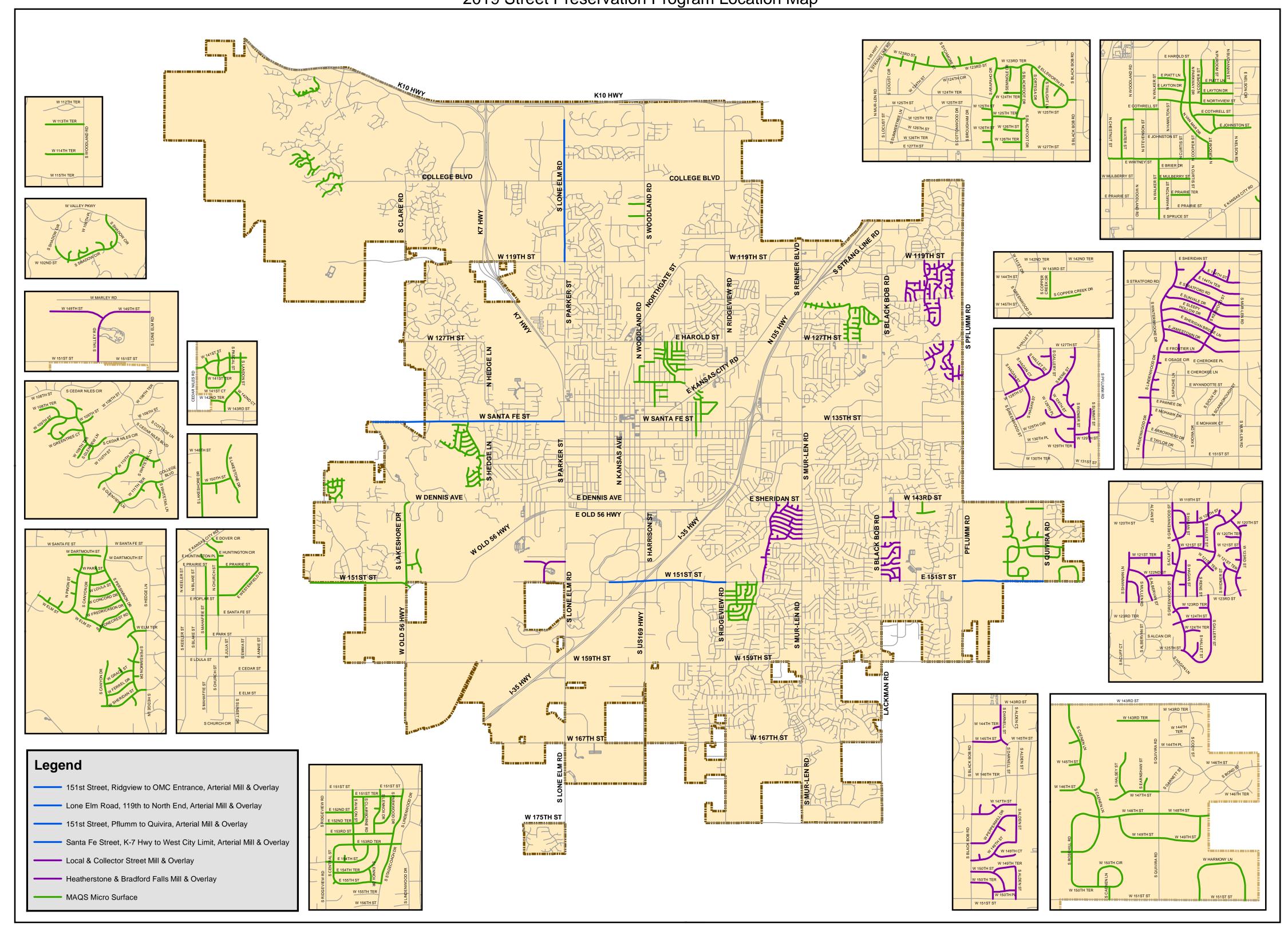
South Inverness Street 141st Street to North End Cul-de-sac

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





## City of Olathe

### **COUNCIL AGENDA ITEM**

**MEETING DATE:** 5/21/2019

**DEPARTMENT: Public Works** 

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

SUBJECT: Contract with Amino Brothers Co., Inc. for construction of the Church Street

Improvements Project, PN 3-R-001-19.

#### ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Amino Brothers Co., Inc. for construction of the Church Street Improvements Project, PN 3-R-001-19.

## **SUMMARY:**

On May 1, 2019, three (3) bids were received and opened for the above referenced project. The bids ranged from \$2,239,192.10 to \$2,554,855.77 with the Engineer's Estimate at \$2,197,339.50. Amino Brothers Co., Inc. submitted the low and responsible bid in the amount of \$2,239,192.10. The following is a tabulation of the bids received:

Engineer's	\$ 2,197,339.50
Amino Brothers Co., Inc.	\$ 2,239,192.10
Miles Excavating, Inc.	\$ 2,439,123.65
Freeman Concrete Construction, LLC	\$ 2.554.855.77

This Street Reconstruction Program project will improve Church Street (from Park Street to Sunset Drive) and Church Circle (from Church Terrace to West End of Cul-de-sac). 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, sanitary sewer improvements and stormwater improvements.

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

## **FINANCIAL IMPACT:**

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

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

#### **ACTION NEEDED:**

Approval of Engineer's Estimate, acceptance of bids and award of contract to Amino Brothers Co., Inc. for construction of the Church Street Improvements Project, PN 3-R-001-19.

## ATTACHMENT(S):

## **MEETING DATE: 5/21/2019**

A: Engineer's Estimate and Affidavit of Estimate

B: Project Location Map C: Resolution 18-1078

## AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS )
) ss. COUNTY OF JOHNSON)
Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath, states:
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Church Street Improvements Project, P.N. 3-R-001-19 is attached and I am providing the estimate of the cost under oath (Exhibit A).
Elizabeth Wright
Subscribed in my presence and sworn under oath before me this
ALDA FAYE UPCHURCH  My Appt. Exp. 3-18-2022  Notary Public  ALDA FAYE UPCHURCH  Notary Public

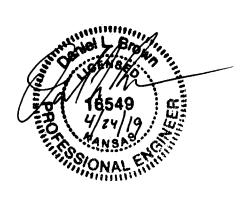
My Appointment Expires

Church Street	Date	April 24, 2019
Bid Opening Cost Estimate		
City of Olathe, Kansas	Quantities	DMB/EAB
City Project No. 3-R-001-19	Estimate	DLB/EAB

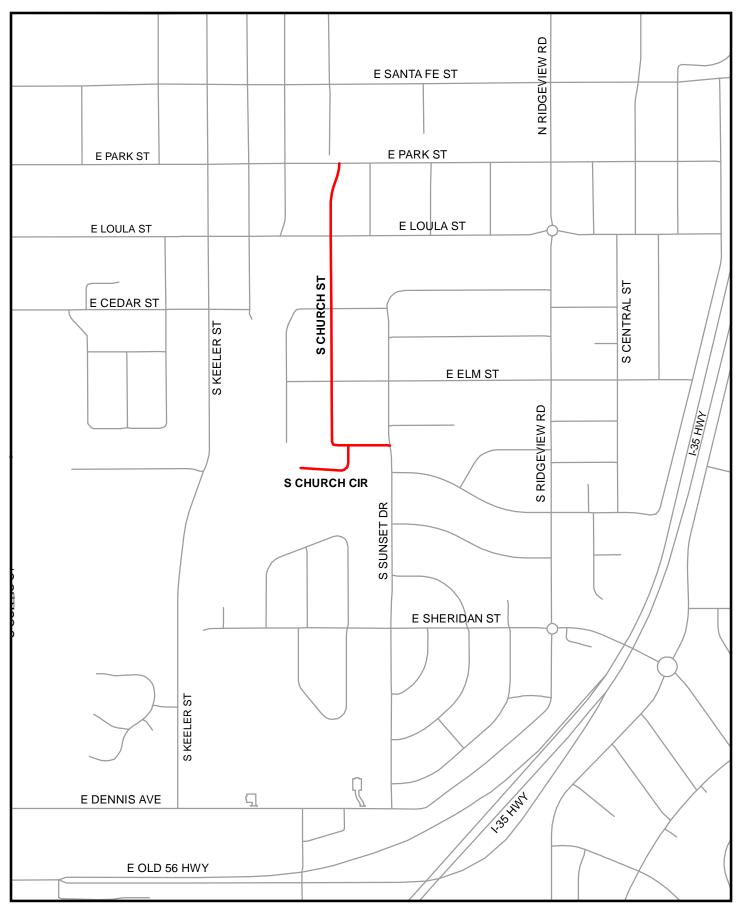
## Engineer's Oninion of Probable Cost

	Engineer's Opinion of Probable Cost							
item No.	Item Description	Unit	Approx. Quantity	Unit Price	Item Total			
	Project No. 3-R-001-19							
1	Mobilization	Lump Sum	1	\$80,000.00	\$80,000.00			
2	Pre-Construction Survey	Each	2	\$500.00	\$1,000.00			
3	Remove Existing Pavement	Sq. Yds.	9878	\$9.00	\$88,902.00			
4	Remove Existing Driveway	Sq. Yds.	2157	\$9.00	\$19,413.00			
5	Remove Existing Sidewalk	Sq. Yds.	1026	\$7.00	\$7,182.00			
- 6	Remove Existing Structures	Lump Sum	1	\$15,000.00	\$15,000.00			
7	Tree Removal		1	\$10,000.00	· · ·			
8		Lump Sum		<del></del>	\$10,000.00			
	Linear Grading	Lin. Ft.	3040	\$50.00	\$152,000.00			
9	Subgrade Repair (EST)	Sq. Yds.	2800	\$5.00	\$14,000.00			
10	Full Width Milling (2")	Sq. Yds.	115	\$20.00	\$2,300.00			
11	Concrete Curb & Gutter (Type B)	Lin. Ft.	6176	\$18.00	\$111,168.00			
12	Concrete Curb & Gutter (Type C)	Lin. Ft.	186	\$20.00	\$3,720.00			
13	Asphaltic Concrete Surface (2") (BM-2FR)	Tons	1042	\$72.00	\$75,024.00			
14	Asphaltic Concrete Base (6") (BM-2BFR)	Tons	3088	\$69.00	\$213,072.00			
15	Aggregate Base Course (6") (AB-3 O.P. Modified)	Sq. Yds.	11057	\$8.00	\$88,456.00			
16	Temporary Surfacing Material (2") (AB-3)	Sq. Yds.	2314	\$3.00	\$6,942.00			
17	Concrete Drive (6") (Residential)	Sq. Yds.	1921	\$50.00	\$96,050.00			
18	Concrete Drive (7") (Commercial)	Sq. Yds.	385	\$58.00	\$22,330.00			
19	Concrete Sidewalk (4")	Sq. Yds.	1535	\$42.00	\$64,470.00			
20	Concrete Sidewalk (6") Reinforced	Sq. Yds.	135	\$65.00	\$8,775.00			
21	Sidewalk Ramp (Type 1)	Each	18	\$1,100.00	\$19,800.00			
22	Sidewalk Ramp (Type 2)	Each	3	\$1,900.00	\$5,700.00			
23	Sidewalk Ramp (Mid-Block)	Each	2	\$1,500.00	\$3,000.00			
24	Concrete Steps	Each	4	\$3,000.00	\$12,000.00			
25	Pipe Underdrain (6") (PVC) (EST)	Lin. Ft.	350	\$25.00	\$8,750.00			
26	Storm Sewer (12") (RCP)	Lin. Ft.	62	\$70.00	\$4,340.00			
27	Storm Sewer (15") (RCP)	Lin. Ft.	1644	\$80.00	\$131,520.00			
28	Curb Inlet (6' x 4') (Setback)	Each	8	\$5,400.00	\$43,200.00			
29	Curb Inlet (6' x 6') (Setback)	Each	2	\$6,500.00	\$13,000.00			
30	Curb Inlet (6' x 8') (Setback w/ Area Inlet Opening)	Each	1	\$7,000.00	\$7,000.00			
31	Curb Inlet (8' x 4') (Setback)	Each	1	\$6,500.00	\$6,500.00			
32	Junction Box (4' x 4')	Each	3	\$3,900.00	\$11,700.00			
33	Curb Inlet Repair (6'x4')	Each	2	\$2,750.00	\$5,500.00			
34	RCP Connection to Existing Structure	Each	3	\$1,500.00	\$4,500.00			
35	End Section (15") (RCP)	Each C:: Vda	2	\$1,200.00	\$2,400.00			
36	Riprap (Light Stone) (100)	Cu. Yds.	15	\$100.00	\$1,500.00			
37	Adjust Existing Storm Sewer Junction Box	Each Lin Et	250	\$1,200.00	\$1,200.00			
<b>38</b> <b>3</b> 9	Drain Tile Connection (EST)	Lin. Ft.	350	\$30.00	\$10,500.00			
40	4' Dia. Standard Manhole, 0'-6' Deep 4' Dia. Manhole Extra Depth	Each Vort Et	7	\$5,000.00	\$20,000.00			
41	Sanitary Sewer Pipe (8") (PVC) (SDR-26)	Vert. Ft.	1451	\$250.00 \$130.00	\$1,750.00 \$188,630.00			
42	Sanitary Sewer Pipe (6 ) (PVC) (SDR-26)	Lin. Ft. Lin. Ft.	353	\$130.00				
42	Connect Sanitary Sewer Main to Existing Manhole	Each	333	\$1,000.00	\$49,420.00			
44	PVC/VCP Coupler w/ Shear Guard	Each	1	\$250.00	\$3,000.00 \$250.00			
45	Sanitary Sewer Service Reconnections	Each	44	\$500.00	\$22,000.00			
46	Sanitary Sewer Service Reconnections  Sanitary Sewer Lateral (6") (PVC) (EST)	Lin. Ft.	1200	\$50.00	\$60,000.00			
47	Concrete Encasement (Sanitary)	Lin. Ft.	56	\$155.00	\$8,680.00			
48	Adjust Existing Sanitary Sewer Manhole	Each	4	\$1,200.00	\$4,800.00			
49	By-Pass Pumping	Lump Sum	1	\$10,750.00	\$10,750.00			
50	Water Main Relocation (6") (HDPE) (EST)	Lin. Ft.	500	\$140.00	\$70,000.00			
51	Water Service Line Reconnection (EST)	Each	12	\$1,800.00	\$21,600.00			
52	Relocate Existing Fire Hydrant Assembly	Each	3	\$3,000.00	\$9,000.00			
	1		L -	1 7-7-30.00	45,000.00			

53	Relocate Existing Water Meter	Each	5	\$900.00	\$4,500.00
54	Adjust Existing Water Valve	Each	1	\$250.00	\$250.00
55	Install 6" Gate Valve	Each	5	\$1,200.00	\$6,000.00
56	Permanent Traffic Control Signs (MEP)	Sq. Ft.	98	\$24.00	\$2,352.00
57	2" x 2" Sign Posts	Lin. Ft.	150	\$15.00	\$2,250.00
58	2-1/4" x 2-1/4" Sign Post Anchors	Lin. Ft.	42	\$11.00	\$462.00
59	Traffic Control	Lump Sum	1	\$20,000.00	\$20,000.00
60	Street Lighting Installation	Lump Sum	1	\$155,000.00	\$155,000.00
61	Fence (Temporary) (Construction) (EST)	Lin. Ft.	2000	\$5.00	\$10,000.00
62	Fence (Temporary) (Chain Link)	Lin. Ft.	42	\$12.00	\$504.00
63	Fence (Permanent) (42" Chain Link)	Lin. Ft.	44	\$30.00	\$1,320.00
64	Tree Replacement	Each	11	\$425.00	\$4,675.00
65	Shrub Replacement (EST)	Each	33	\$70.00	\$2,310.00
66	Lawn Sprinkler System (EST)	Each	5	\$1,800.00	\$9,000.00
67	Temporary Inlet Protection	Each	23	\$70.00	\$1,610.00
68	Temporary Slope Barrier (Silt Fence) (EST)	Lin. Ft.	1795	\$1.50	\$2,692.50
69	Temporary Slope Barrier (Straw Wattle) (EST)	Lin. Ft.	4648	\$2.50	\$11,620.00
70	Sodding (EST)	Sq. Yds.	10000	\$5.50	\$55,000.00
71	Construction Staking	Lump Sum	1	\$16,000.00	\$16,000.00
				l Estimate Amount:	
	\$2,147,339.50				
	\$50,000.00				
	\$2,197,339.50				



## Project Location Map Church Street Improvements Project, PN 3-R-001-19



## **RESOLUTION NO. 18-1078**

A RESOLUTION AUTHORIZING THE 2019 STREET RECONSTRUCTION PROGRAM, PROJECT NUMBER 3-R-000-19.

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

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

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

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

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

General Obligation Bonds \$5,100,000 TOTAL \$5,100,000

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

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

SECTION FIVE: This Resolution shall take effect immediately.

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

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

Mayo

ATTEST:

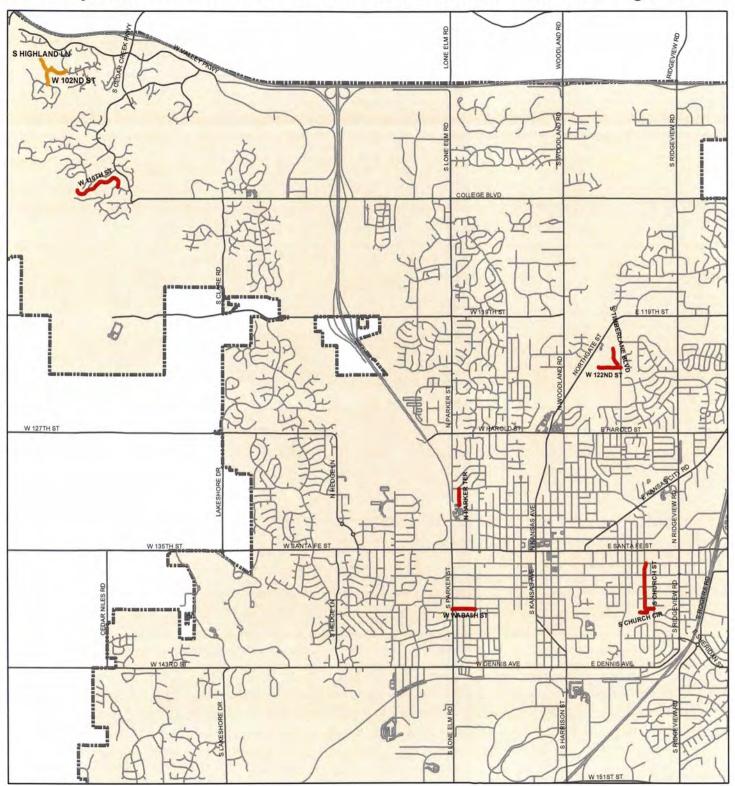
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

Project Locations - 2019 Street Reconstruction Program



## Legend

Street\_Reconstruction\_2019

Street\_Reconstruction\_2019\_Alternates



## City of Olathe

### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Public Works & Legal

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

SUBJECT: Authorization of a survey for eminent domain for the 159th Street and Black Bob Road

Improvements Project, PN 3-C-006-16.

#### ITEM DESCRIPTION:

Consideration of Resolution No. 19-1037 authorizing a survey and description of land or interest to be condemned for the 159<sup>th</sup> Street and Black Bob Road Improvements Project, PN 3-C-006-16.

#### SUMMARY:

Project No. 3-C-006-16 was authorized by Resolution No. 16-1015 on February 2, 2016 and reauthorized by Resolution No. 18-1069 on August 7, 2018. This project will re-construct the intersection at 159<sup>th</sup> Street and Black Bob Road to include a traffic signal along with right and left turn lanes in all directions. This project will also include storm sewer, curb and gutter, streetlights, and all other work necessary to complete the project. Attachment A is a map of the project area.

Right-of-way and/or easements need to be acquired on 4 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 September 1, 2019. Utility relocations are scheduled to start this fall and construction tentatively scheduled to begin in Fall 2020. Staff is continuing to negotiate with the property owners to try to reach agreements to acquire the property before using the eminent domain process.

### FINANCIAL IMPACT:

Funding for the 159<sup>th</sup> Street and Black Bob Road Improvements Project includes:

 General Obligation (GO) Bonds
 \$4,468,750

 Johnson County
 \$1,331,250

 CMAQ
 \$1,000,000

 TOTAL
 \$6,800,000

### **ACTION NEEDED:**

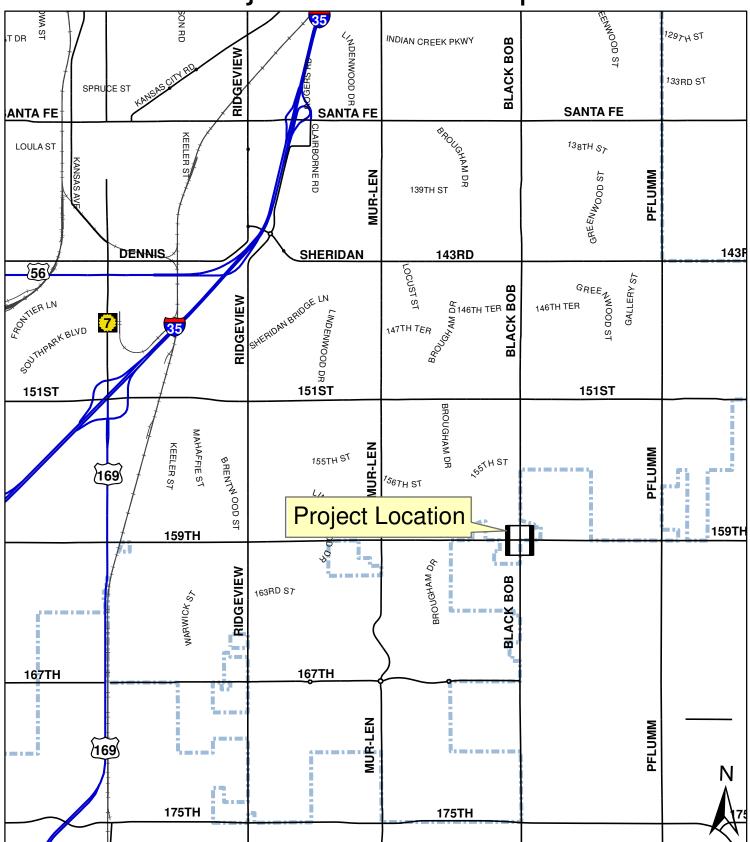
Approve Resolution No. 19-1037 authorizing a survey and description of land or interest to be condemned for the 159<sup>th</sup> Street and Black Bob Road Improvements Project, PN 3-C-006-16.

## ATTACHMENT(S):

A: Project Location Map

**B:** Eminent Domain Resolution

## 159th Street & Black Bob Road Improvements Project PN 3-C-006-16 Project Location Map



### **RESOLUTION NO. 19-1037**

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 159<sup>TH</sup> STREET AND BLACK BOB ROAD IMPROVEMENTS PROJECT, PN 3-C-006-16, 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 and in Johnson County, Kansas for widening, constructing, reconstructing and maintaining the 159<sup>th</sup> Street and Black Bob Road Improvements Project, PN 3-C-006-16. 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 21st day of May, 2019.

**SIGNED** by the Mayor this 21st 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: 5/21/2019** 

**DEPARTMENT: Public Works** 

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

SUBJECT: Funding agreement with Johnson County for design of the Upper Cedar Creek, 169 Hwy

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

#### ITEM DESCRIPTION:

Consideration of an Agreement with Johnson County for design of the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

#### SUMMARY:

On April 16, 2019, City Council approved a Professional Services Agreement with Affinis Corp for design services for the Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project. This project is in place to address street and structure flooding that occurs in the vicinity of the intersection of S. Keeler Street and S. Keeler Terrace.

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

This project was chosen to be funded by Johnson County's Stormwater Management Advisory Council (SMAC) program in the amount of \$183,405 (75% of \$244,540) for design of the project. In order to accept this funding, the City must approve an Agreement with Johnson County. The SMAC program will also participate in funding 75% of eligible construction costs, which will be brought before City Council as a future Agreement.

The project is tentatively scheduled to begin construction in Spring 2020.

#### FINANCIAL IMPACT:

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

 Olathe Stormwater Fund
 \$1,184,430

 Johnson County SMAC Program
 \$1,350,570

 Total
 \$2,535,000

#### **ACTION NEEDED:**

Approval of an Agreement with Johnson County for design of the Upper Cedar Creek, 169 Hwy to

#### **MEETING DATE: 5/21/2019**

Mahaffie, Stormwater Improvements Project, PN 2-C-013-19.

# ATTACHMENT(S):

A: Agreement

B: Project Fact Sheet

C: Project Location Map

### **Agreement between** Johnson County and the City of Olathe For Design of a Stormwater Management Project known as **South Keeler Flood Area** CC-09-019

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Olathe (the "City") pursuant to K.S.A. 12-2908.

#### **Recitals**

- 1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a countywide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
- 2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
- 3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
- 4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
- 5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the design of the stormwater management project identified as South Keeler Flood Area (the "Project Design"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

#### **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

- 1. **Policy and Procedures**. The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project Design shall be undertaken, designed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
- 2. **Design Costs.** The parties acknowledge and agree that this agreement only obligates the parties to proceed with design of the Project. For budget and accounting purposes, the estimated cost of the Project Design is Two Hundred Forty Four Thousand Five Hundred Forty Dollars (\$244,540).
- 3. **Engineering and Design Services**. The City shall be responsible for the selection of qualified engineering professionals to provide engineering services for the design of the Project. The City may provide engineering services, in whole or in part, for the Project Design utilizing qualified City personnel. The City agrees to provide to the County for review the identity and the qualifications of engineering professionals and City personnel under consideration by the City prior to entering into any binding contract for engineering services and prior to permitting any City personnel to perform engineering services relating to the Project Design. The County shall have the right, but not the obligation, to comment upon the qualifications or suitability of the engineering professionals and City personnel. Upon the request of the County Engineer, the City agrees to provide additional information or clarification, if available, regarding the qualifications of the engineering professionals or City personnel.

It shall be the City's duty and obligation to select only qualified engineering professionals and to permit only qualified City personnel to perform Project Design related services. The parties agree that the County has no obligation to comment upon, evaluate, or object to the qualifications of any engineering professional or City personnel and the County's failure to do so shall not be deemed an approval of the engineering professional or the City personnel. In the event the County Engineer determines that the City's selection of an engineering professional or City personnel is not in the best interests of the Project, the County Engineer may request the City to reconsider its selection. Upon such request, the City shall either select a different engineering professional or City personnel, as the case may be, or shall seek a reconsideration by the County Engineer. In the event the City and the County cannot agree upon the selection, either party may terminate this agreement upon fifteen days notice

to the other, and from and after the date of such termination, neither party shall have any further duties or obligations under this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City as provided in this agreement subject to any limitations on reimbursement set forth in the Policy and Procedures and this agreement.

- 4. **Estimated Project Cost**. The parties acknowledge and agree that the County Stormwater Management Program has established an estimated total design cost of the Project of Two Hundred Forty Four Thousand Five Hundred Forty Dollars (\$244,540) based upon engineering and design assumptions that the Preliminary Study may or may not confirm. The parties shall, upon the completion of the Preliminary Study, analyze and consider the proposed scope and conceptual design of the Project as set forth in the Preliminary Study. If the parties cannot agree upon the scope or conceptual design of the Project, then either party may terminate this agreement upon fifteen days notice to the other. Upon such termination, the City shall be reimbursed by the County for costs and expenses incurred in connection with the Preliminary Study subject to the limitations set forth in the Policy and Procedures and in this agreement.
- 5. **Option to Terminate**. In the event the Preliminary Study reveals that the estimated cost of Project Design exceeds either City or County expectations, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the delivery of the Preliminary Study to the County. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute a higher percentage of the estimated Project Design costs sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project Design costs shall be increased accordingly.

Within forty-five days after the date the Preliminary Study is received by the County, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and reprioritize the Project, or;
- b. Authorize the City to proceed with the preparation of the "Preliminary Project Plans and Specifications" (as defined in this agreement).

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute a higher percentage of the estimated Project Design sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for Project costs shall be increased accordingly. If the City does not elect to participate in a higher percentage of the estimated Project Design costs, this agreement shall automatically terminate on the thirty-first day following the date on which the County gave its notice of intent to terminate this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

- 6. **Notice to Affected Municipalities**. The City shall contact all upstream and downstream municipalities that possibly may be adversely affected by the Project and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from any upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County. The City shall keep the municipalities informed during the design, planning, and construction phases of the Project.
- 7. **Project Plans and Specifications**. Within \_\_\_\_\_ days following the County's notice to proceed with the preparation of "Preliminary Plans and Specifications" (as defined below), the City shall provide the County with a copy of the preliminary plans and specifications for the Project which shall include, without limitation, all proposed and draft engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents ("Preliminary Plans and Specifications"). The County may, at its option, provide written comments and suggestions to the City regarding the proposed Preliminary Plans and Specifications and shall do so, if at all, within forty-five days from the date of receipt by the County of the Preliminary Plans and Specifications. Any comment, suggestion, approval, or disapproval by the County with respect to the Preliminary Plans and Specifications, or any portion thereof, shall be for the sole benefit of the City for its use and consideration in preparing its "Final Plans and Specifications" for the Project which shall include, without limitation, all final engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents. It is expressly understood and agreed that the County's approval or disapproval

of the Preliminary or Final Plans and Specifications shall not be considered, nor argued by the City in any court or proceeding, as a representation or warranty that the Plans and Specifications comply with or meet engineering or design principles or criteria or any applicable law.

The City shall submit its Final Plans and Specifications to the County for review within \_\_\_\_\_ days from the expiration of the forty-five day Preliminary Plans and Specifications review period. It is acknowledged and agreed by the parties that the County's role, and the purpose of the County's review, is to satisfy itself, to the extent practical, that the Project, as designed, is likely to meet the stormwater control desired and contemplated by Stormwater Management Program. As part of the County's review of the Preliminary and Final Plans and Specifications provided for in this agreement, the City agrees to and shall submit to the County for review a copy of the proposed construction contract or contracts for the Project.

In the event the City and the County cannot agree upon the Preliminary or the Final Plans and Specifications, either party may terminate this agreement upon fifteen days notice to the other and from and after the date of such termination neither party shall have any further duties or obligations under this agreement. In the event of such termination, the City shall be entitled to reimbursement for actual costs and expenses incurred in the preparation of the Preliminary Study and the Preliminary and Final Plans and Specifications, subject to any limitations on reimbursement contained in the Policy and Procedures or this agreement.

8. **Administration of Project**. It is acknowledged and agreed that the City shall enter into all contracts relating to the Project Design in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Project Design. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

9. **County Contribution Toward Project Costs**. The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project Design as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the

County Engineer detailing total Project Design costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Engineer may require the City to supplement the Payment Request as needed to satisfy the County Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

10. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

- 11. Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:
  - a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
  - b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit \_\_\_\_\_ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
  - c. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under

the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.

- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
- e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
- f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
- g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.
- h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
- i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

12. **Notice Addresses**. Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:
Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City: Rob Beilfuss Stormwater Manager City of Olathe 1385 S. Robinson Olathe, KS 66061

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be shall be deemed properly given upon actual receipt by the addressee.

1 . 0 .1 .	te(s) the parties execute the agreement, the effective provided the agreement.
Board of County Commissioners of Johnson County, Kansas	City of Olathe
Ed Eilert, Chairman	Michael Copeland, Mayor
Attest:	Attest:
Lynda Sader Deputy County Clerk	City Clerk
Approved as to Form:	Approved as to Form:
Robert A. Ford Assistant County Counselor	City Attorney



# Project Fact Sheet Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project 2-C-013-19 May 21, 2019

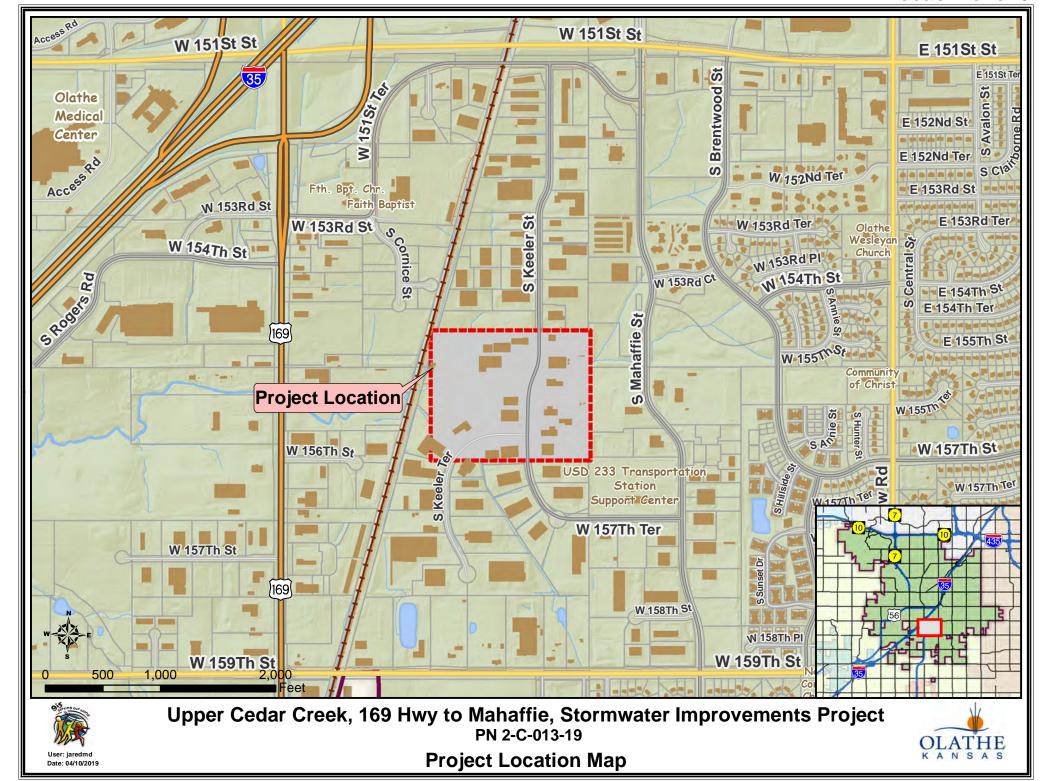
Project Manager: Beth Wright / Nate Baldwin

**Description:** The project includes replacement of existing corrugated metal pipe (CMP) culverts with larger concrete culverts, reconstruction of street pavement, channel improvements, storm sewer improvements, and the elimination of the flood risk for two (2) businesses identified within the 100-year floodplain through project improvements.

**Justification:** This project will address street and structure flooding that occurs in the vicinity of the intersection of S. Keeler Street and S. Keeler Terrace.

**Comments:** This project has received Johnson County SMAC Program funds which will provide for 75% of design and construction up to a maximum of \$1,350,570.

Schedule:	Item	Date	
Design:	RFQ	01/2019	
	Consultant Selection	04/2019	
Construction:	Advertise	3/2020 – Estimate	
	Award Contract	4/2020 – Estimate	
	,		
Council Actions:	Date	Amount	
Professional Services	4/16/2019	\$244,540	
Agreement		Ψ244,340	
SMAC Agreement (Design)	5/21/2019	\$183,405	
Funding Sources:	Amount	CIP Year	
SMAC Funds	\$1,350,570	2019 and 2020	
Stormwater Funds	\$1,184,430	2019 and 2020	
Expenditures:	Budget	Amount to Date	
Design	\$ 250,000	\$0	
Land Acquisition	\$ 100,000	\$0	
Utilities	\$ 200,000	\$0	
Construction	\$1,350,000	\$0	
Staff Time	\$ 100,000	\$0	
Inspection	\$ 85,000	\$0	
Contingency	<u>\$ 450,000</u>	<u>\$0</u>	
Total	\$2,535,000	\$0	





# City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Resource Management

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

**SUBJECT:** Acceptance of bid and consideration of award of contract to Bobcat for the replacement

of a T770 T4 Compact Track Loader for the Parks and Recreation Department.

#### ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Bobcat for the replacement of a T770 T4 Compact Track Loader for the Parks and Recreation Department.

**SUMMARY:** The State of Kansas competitively issued a bid and awarded a cooperative contract to Bobcat for the purchase of track loaders. A quote based on State of Kansas Contract No. 44071 was solicited from Bobcat.

This proposed unit will replace a 2009 Bobcat T320 used by Park Maintenance -Construction Division for the purpose of building new parks and renovating existing parks.

Staff recommends award of contract to Bobcat.

Bobcat is an Olathe vendor.

The Bobcat is being replaced as part of the regular equipment replacement cycle and is fully amortized. The bobcat has paid \$98,613 into the VERF through lease fees.

#### FINANCIAL IMPACT:

\$59,828.22 to be paid from the Vehicle Equipment Replacement Fund.

#### **ACTION NEEDED:**

Acceptance of bid and consideration of award of contract to Bobcat.

#### ATTACHMENT(S):

A. Quotation



#### **Product Quotation**

Ouotation Number: HMM-12924 Date: 2018-12-26 09:24:21

Customer Name/Address: ORDER TO BE PLACED WITH: **Bobcat Dealer** Contract Holder/Manufacturer CITY OF OLATHE PARKS K.C. Bobcat.Olathe.KS Clark Equipment Company dba CONSTRUCTION 1220 S HAMILTON CIRCLE **Bobcat Company** Attn: HOSS **OLATHE KS 66061-5371** PO Box 6000, 250 E. Beaton Dr West Fargo, ND 58078 Phone: (913) 829-4600 **OLATHE, KS 66061** Fax: (913) 829-1552 Phone: 701-241-8719 Fax: 701-280-7860 **Contact: Heather Messmer** Heather.Messmer@doosan.com Description Part No Qty Price Ea. Total M0285 \$49,432.02 \$49,432.02 T770 T4 Bobcat Compact Track Loader 92 HP Turbo Tier 4 Diesel Engine **Lift Arm Support** Air Intake Heater (Automatically Activated) Lift Path: Vertical **Auxiliary Hydraulics: Variable Flow** Lights, Front & Rear **Backup Alarm Operator Cab Bob-Tach** Includes: Adjustable Suspension Seat, Top & **Bobcat Interlock Control System (BICS)** Rear Windows, Seat Bar, Seat Belt **Controls: Bobcat Standard** Roll Over Protective Structure (ROPS) meets **Engine/Hydraulic Systems Shutdown** SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) Instrumentation: Engine Temp & Fuel Gauges, meets SAE-J1043 & ISO 3449, Level I; (Level II Hourmeter, RPM and Warning Lights is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Tracks: Rubber, 17.7" wide Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty M0285-P01-A71 Factory **A71 Option Package** \$4,031.28 \$4,031.28 Installed Cab Enclosure with Heat and AC **Deluxe Instrument Panel Power Bob-Tach Keyless Start** Sound Reduction **Attachment Control Kit** Cab Accessories Package M0285-R01-C03 Advanced Control System (ACS) \$1,217.70 \$1.217.70 M0285-R03-C03 **High Flow Hydraulics** 1 \$1,242.78 \$1,242.78 M0285-R04-C02 Two Speed \$1,326.60 \$1,326.60 M0285-R05-C12 **Heated Air Ride Suspension Seat -**\$207.24 \$207.24 1 M0285-R11-C02 1 **Hydraulic Bucket Positioning** \$308.88 \$308.88 M0285-R26-C02 Radio 1 \$275.22 \$275.22 M0285-R32-C02 Reversing Fan 1 \$326.70 \$326.70 M0285-R51-C02

**Total of Items Quoted Dealer Assembly Charges** 

**Attachments** 

**Telematics US** 

80" C/I Heavy Duty Bucket

**Bolt-On Teeth (8)** 

\$59,728.22 \$100.00

\$0.00

\$1.166.60

\$193.20

\$0.00

\$24.15

\$1.166.60

1

1

8

6726344

6737322

#### Notes:

\*Prices per the Kansas State Contract #44071. Event ID# 3364.

\*Contract Period: 1-1-2018 thru 12-31-2020 \*Terms Net 30 Days. Credit cards accepted.

\*FOB: Destination within the 48 Contiguous States.

\*TID# 38-0425350

\*Deliver: 60 to 90 days or less from ARO.

\*State Sales Taxes apply. IF Tax Exempt, please include a Tax Exempt Certificate with order.
\*Orders Must be Placed With: Clark Equipment Co, dba Bobcat Company, Govt Sales, 250 E

Beaton Dr, PO Box 6000, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

SIGNATURE	DATED
PRINT NAME AND TITLE	PURCHASE ORDER #
SHIP TO ADDRESS:	



# City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Public Works & Legal

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

SUBJECT: Approval of an engineer's survey for eminent domain for the Lone Elm Road, Old 56 Hwy

to 151st, Improvements Project, PN 3-C-084-17.

#### ITEM DESCRIPTION:

Consideration of Ordinance No. 19-17 approving an engineer's survey and authorizing the acquisition of land for the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, 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 151<sup>st</sup> 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 a map of the project area.

Right-of-way and/or easements need to be acquired on 20 tracts of land for the project, and 3 tracts have been acquired to date.

On May 7, 2019, the City Council approved Resolution No. 19-1035 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 July 1, 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 Lone Elm Road, Old 56 Hwy to 151<sup>st</sup>, 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:**

#### **MEETING DATE: 5/21/2019**

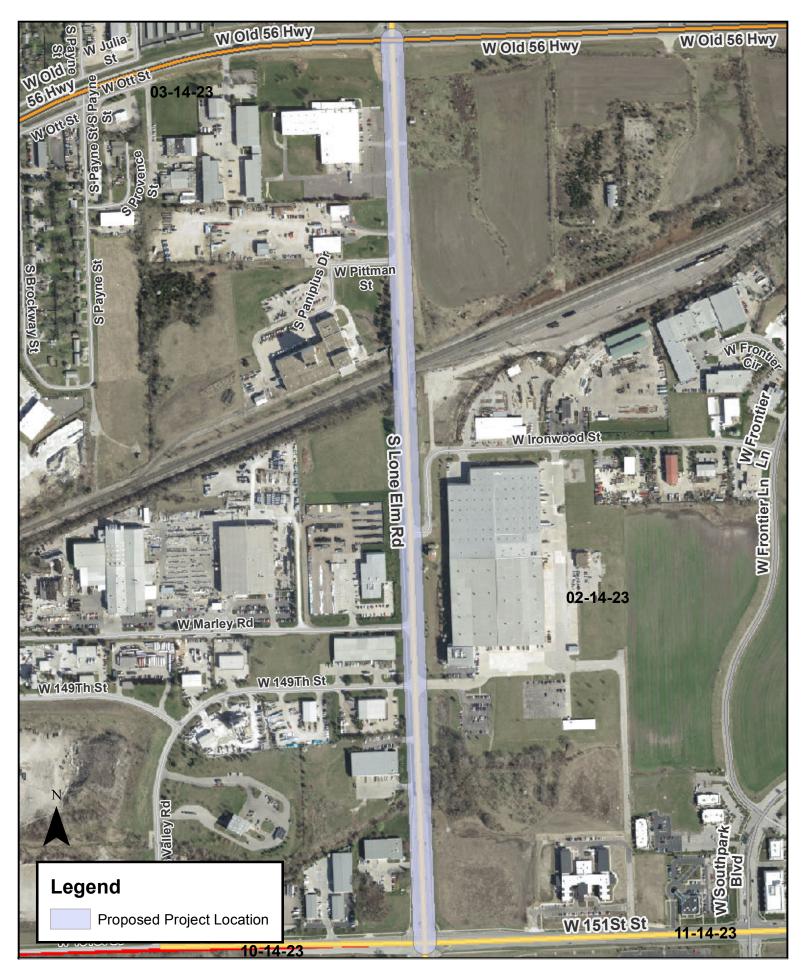
Adopt Ordinance No. 19-17 approving an engineer's survey and authorizing the acquisition of land for the Lone Elm Road, Old 56 Hwy to 151st, Improvements Project, PN 3-C-084-17.

#### **ATTACHMENT(S):**

A: Project Location Map

B: Eminent Domain Ordinance

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



#### **ORDINANCE NO. 19-17**

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR WIDENING, CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE LONE ELM ROAD, OLD 56 HWY TO 151<sup>ST</sup> IMPROVEMENTS PROJECT, PN 3-C-084-17, AND PROCEEDING TO ACQUIRE CERTAIN REAL PROPERTY AS AUTHORIZED IN RESOLUTION NO. 19-1035, PASSED AND APPROVED BY THE GOVERNING BODY ON MAY 7, 2019.

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

**SECTION ONE**: The description and survey of lands necessary to acquire permanent road right-of-way, permanent drainage easements, crossing access easements, and temporary construction easements for widening, constructing, reconstructing and maintaining the Lone Elm Road, Old 56 Hwy to 151st Street, Improvements Project as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 19-1035, adopted by the Governing Body of the City of Olathe, Kansas, on May 7, 2019, is hereby approved.

**SECTION TWO**: The action of the Governing Body of the City of Olathe, Kansas, in acquiring permanent road right-of-way, permanent drainage easements, crossing access easements, and temporary construction easements for widening, constructing, reconstructing and maintaining the Lone Elm Road, Old 56 Hwy to 151st Street, Improvements Project has been declared necessary by the Governing Body.

**SECTION THREE**: The acquisition of permanent road right-of-way, permanent drainage easements, crossing access easements, and temporary construction easements for the widening, constructing, reconstructing and maintaining the Lone Elm Road, Old 56 Hwy to 151<sup>st</sup> Street, 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 Lone Elm Road, Old 56 Hwy to 151st Street, Improvements Project the land hereinafter described:

**OWNERSHIP**: Olathe Medical Center, Inc., a Kansas

**Not-for Profit Corporation** 

PARTIES IN POSSESSION: Olathe Medical Center, Inc.

SITUS ADDRESS: 1660 S. Lone Elm Road

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP41300000 0018A

LIENHOLDER: None

**EASEMENT HOLDER**: City of Olathe and All Public Utility

Companies (Utility Easement -

Plat)

Federal Farm Mortgage Corporation Kanas City Power & Light Company Southwestern Bell Telephone Company

n/k/a AT&T Corp.

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 18, Lone Elm Industrial Park, 2<sup>nd</sup> Plat, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Lot 18; thence S02°04'27"E, along the east line thereof, 24.39 feet; thence departing said east line, S87°55'33"W, 15.00 feet to the west line of a platted 15' utility easement and the Point of Beginning; thence S02°04'27"E, along said easement line, 57.58 feet; thence departing said easement line, S87°55'33"W, 15.00 feet; thence N02°04'27"W, 50.00 feet to the south line of a platted 15' drainage easement; thence N61°06'54"E, along said easement line, 16.81 feet to the Point of Beginning.

Containing in all 807 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 807 square feet, more or less

**OWNERSHIP**: Ambrose, L.L.C., a Kansas Limited

**Liability Company** 

PARTIES IN POSSESSION: Ambrose Packaging

SITUS ADDRESS: 1650 S. Lone Elm Road

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP41300000 0017

**LIENHOLDER**: Bank of Blue Valley

**EASEMENT HOLDER**: City of Olathe and All Public Utility

Companies (Utility Easement -

Plat)

Kansas City Power & Light Company

#### PERMANENT DRAINAGE EASEMENT DESCRIPTION:

All that part of Lot 17, Lone Elm Industrial Park, 2<sup>nd</sup> Plat, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Lot 17; thence N02°04'27"W, along the east line thereof, 9.23 feet; thence departing said east line, S87°55'33"W, 15.00 feet to the north line of a platted 15' drainage easement and the Point of Beginning; thence S61°06'54"W, along said easement line, 28.01 feet; thence departing said easement line, N02°04'27"W, 48.98 feet; thence N87°55'33"E, 25.00 feet to the west line of an existing 15' drainage easement; thence S02°04'27"E, along the west line of said easement, 36.35 feet to the Point of Beginning.

Containing in all 1,067 square feet, more or less.

TOTAL PERMANENT DRAINAGE EASEMENT AREA: 1,067 square feet, more or less

#### **TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

All that part of Lot 17, Lone Elm Industrial Park, 2<sup>nd</sup> Plat, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Lot 17; thence N02°04'27"W, along the east line thereof, 75.45 feet to the Point of Beginning; thence departing said east line, S88°09'45"W, 10.00 feet; thence N02°04'27"W, 221.88 feet; thence S87°55'33"W, 15.00 feet; thence N02°04'27"W, 94.30 feet to the north line of said Lot 17; thence N82°03'17"E, along said north line, 25.13 feet to the northeast corner of said Lot 17; thence S02°04'27"E, along the east line of said Lot 17, 318.79 feet to the Point of Beginning.

Containing in all 4,609 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4,609 square feet, more or less

**OWNERSHIP**: JoAnn McAnany, Trustee of the JoAnn

McAnany Trust dated April 10, 1990 and Successor Trustee of the Louis S. McAnany Trust dated April 10, 1990

PARTIES IN POSSESSION: McAnany Oil Company, Inc.

SITUS ADDRESS: 1125 W. 149<sup>th</sup> Street

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP41310000 0001

**LIENHOLDER**: UMB Bank, N.A.

**EASEMENT HOLDER**: City of Olathe, Kansas and Other Entities

as May be Authorized by State

Law (Utility Easement – Plat) Johnson County Water District a/k/a

WaterOne

Johnson County Wastewater District

Heritage Bank of Olathe

Kansas City Power & Light Company

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the east five (5) feet of Lot 1, Lone Elm Industrial Park, 3<sup>rd</sup> Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Containing in all 1,051 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,051 square feet, more or less

OWNERSHIP: James Francis Haug and Betty Lou

Haug, husband and wife

**PARTIES IN POSSESSION**: Moehl Millwork, Inc., an Iowa Corporation

d/b/a Kansas City Millwork

SITUS ADDRESS: 1120 W. 149<sup>th</sup> Street

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP41300000 0001

**LIENHOLDER**: Wells Fargo Bank, National Association

**NBKC Bank** 

**EASEMENT HOLDER**: City of Olathe and All Public Utility

Companies (Plat – Utility Easement and Drainage & Utility

Easement)

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 1, Lone Elm Industrial Park, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the southeast corner of said Lot 1; thence S88°09'13"W, along the south line thereof, 35.00 feet; thence departing said south line, N02°04'47"W, 40.00 feet; thence N88°09'13"E, 25.00 feet; thence N02°04'47"W, 220.00 feet to the north line of said Lot 1; thence N88°09'13"E, along said north line, 10.00 feet to the west right of way line of Lone Elm Road; thence S02°04'47"E, along said right of way line, 260.00 feet to the Point of Beginning.

Containing in all 3,600 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 3,600 square feet, more or less

**OWNERSHIP**: BNSF Railway Company, a Delaware

Corporation, f/k/a Atchison, Topeka &

Santa Fe Railway Company

PARTIES IN POSSESSION: BNSF Railway Company

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231403-3020

LIENHOLDER: None

EASEMENT HOLDER: None

#### **CROSSING ACCESS EASEMENT DESCRIPTION:**

All that part of the Northeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of the Northeast Quarter of said Section 3; thence N02°04'47"W, along the east line thereof, 358.90 feet to the south right of way line of the BNSF Railway Company (f/k/a Atchison, Topeka and Santa Fe Railway Company) and the Point of Beginning; thence departing said east line, S66°17'13"W, along said right of way line, 48.41 feet; thence departing said right of way line, N02°04'47"W, 53.79 feet; thence N66°17'13"E, 48.41 feet to the east line of the Northeast Quarter of said Section 3; thence S02°04'47"E, along said east line, 53.79 feet to the Point of Beginning.

Containing in all 2,420 square feet, more or less.

TOTAL CROSSING ACCESS EASEMENT AREA: 2,420 square feet, more or less

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of the Northeast Quarter of said Section 3; thence N02°04'47"W, along the east line thereof, 358.90 feet to the south right of way line of BNSF Railway Company (f/k/a Atchison, Topeka and Santa Fe Railway Company) and the Point of Beginning; thence departing said east line, S66°17'13"W, along said right of way line, 171.22 feet; thence departing said right of way line, N23°42'47"W, 50.00 feet; thence N66°17'13"E, 191.05 feet to the east line of the Northeast Quarter of said Section 3; thence S02°04'47"E, along said east line, 53.79 feet to the Point of Beginning.

Containing in all 9,057 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 9,057 square feet, more or less

OWNERSHIP: BNSF Railway Company, a

Delaware Corporation, f/k/a Atchison, Topeka & Santa Fe

Railway Company

PARTIES IN POSSESSION: BNSF Railway Company

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DC231403-4001

LIENHOLDER: None

EASEMENT HOLDER: None

#### **CROSSING ACCESS EASEMENT DESCRIPTION:**

All that part of the Northeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of the Northeast Quarter of said Section 3; thence N02°04'47"W, along the east line thereof, 412.69 feet to the Point of Beginning; thence departing said west line, S66°17'13"W, 48.41 feet; thence N02°04'47"W, 133.50 feet to the north right of way line of the BNSF Railway Company (f/k/a Atchison, Topeka and Santa Fe Railway Company); thence N66°54'03"E, along said right of way line, 48.21 feet to the east line of the Northeast Quarter of said Section 3; thence S02°04'47"E, along said east line, 132.94 feet to the Point of Beginning.

Containing in all 5,995 square feet, more or less.

TOTAL CROSSING ACCESS EASEMENT AREA: 5,995 square feet, more or less

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of the Northeast Quarter of said Section 3; thence N02°04'47"W, along the east line thereof, 412.69 feet to the Point of Beginning; thence departing said west line, S66°17'13"W, 191.05 feet; thence N23°42'47"W, 18.00 feet; thence N66°17'13"E, 139.02 feet; thence N02°04'47"W, 48.91 feet; thence S66°54'03"W, 53.56 feet; thence N23°05'57"W, 61.00 feet to the north right of way line of the BNSF Railway Company (f/k/a Atchison, Topeka and Santa Fe Railway Company); thence N66°54'03"E, along said right of way line, 135.92 feet to the east line of the Northeast Quarter of said Section 3; thence S02°04'47"E, along said east line, 132.94 feet to the Point of Beginning.

Containing in all 13,751 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 13,751 square feet, more or less

OWNERSHIP: KDAC, LLC, a Kansas Limited Liability

Company

PARTIES IN POSSESSION: KDAC, LLC

SITUS ADDRESS: 1137 W. Pittman Street

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP54010000 0001

**LIENHOLDER**: Cornerstone Bank

**EASEMENT HOLDER**: The Kansas Power & Light Company

n/k/a Westar Energy, Inc.

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All of the east five (5) feet of Lot 1, Olathe Industrial Tracts Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

Containing in all 1,170 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,170 square feet, more or less

#### LONE ELM ROAD, OLD 56 HWY TO 151ST IMPROVEMENTS PROJECT – TRACT NO. 10A

OWNERSHIP: KDAC, LLC, a Kansas Limited Liability

Company

PARTIES IN POSSESSION: KDAC, LLC

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP54010000 0T0A

**LIENHOLDER**: Cornerstone Bank

**EASEMENT HOLDER**: The Kansas Power & Light Company

n/k/a Westar Energy, Inc.

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Tract A, Olathe Industrial Tracts Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said Tract A, thence S06°57'01"W, along the east line thereof, 142.29 feet; thence departing said east line, N83°02'59"W, 5.00 feet; thence N06°57'01"E, 141.50 feet to the north line of said Tract A; thence N87°55'13"E, along said north line, 5.06 feet to the Point of Beginning.

Containing in all 709 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 709 square feet, more or less

**OWNERSHIP**: Cresticon, Inc., an Ohio Corporation

PARTIES IN POSSESSION: Reliable Caps, LLC

SITUS ADDRESS: 1001 W. Old 56 Highway

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP54000000 0004F

LIENHOLDER: None

**EASEMENT HOLDER**: Kansas City Power & Light Company

Harlow B. & Lucille E. King, husband and wife, Ernest E. & Helen Bode, husband and wife, and J.W. & Ruth Slaughter, husband and wife 10' Waterline easement – Warranty Deed from 1968 – Bk

642 Pg 369

Olathe Homes, Inc. (10' waterline

easement - Warranty Deed from

1968 Bk 642 Pg 371)

Union Gas System, Inc. n/k/a Atmos

**Energy Corporation** 

The Secretary of Transportation of the State of Kansas (controlled access highway right of way and all rights of access – eminent domain petition Bk 4760 Pg 707 – 1995: Deed – 4834 Pg 168 –

1996)

#### **PUBLIC STREET DEDICATION DESCRIPTION:**

All that part of Lot 4, Olathe Industrial Tracts, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Lot 4; thence S87°52'46"W, along the south line thereof, 25.00 feet to the west right of way line of Lone Elm Road and the Point of Beginning; thence continue S87°52'46"W, along said right of way line, 10.00 feet; thence departing said right of way line, N02°09'21"W, 529.91 feet to the west right of way line of Lone Elm Road; thence S25°56'39"E, along said right

of way line, 24.79 feet; thence S02°09'21"E, along said right of way line, 507.23 feet to the Point of Beginning.

Containing in all 5,186 square feet, more or less.

TOTAL PUBLIC STREET DEDICATION AREA: 5,186 square feet, more or less

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 4, Olathe Industrial Tracts, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Lot 4; thence S87°52'46"W, along the south line thereof, 35.00 feet to the west right of way line of Lone Elm Road and the Point of Beginning; thence continue S87°52'46"W, along said right of way line, 5.00 feet; thence departing said right of way line, N02°09'21"W, 60.00 feet; thence S87°50'39"W, 15.00 feet; thence N02°09'21"W, 120.00 feet; thence N87°50'39"E, 15.00 feet; thence N02°09'21"W, 285.00 feet; thence N87°50'39"E, 5.00 feet; thence S02°09'21"E, 465.00 feet to the Point of Beginning.

Containing in all 4,125 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4,125 square feet, more or less

**OWNERSHIP**: CHC, Inc., a Kansas Corporation

PARTIES IN POSSESSION: Clinical Reference Laboratory

HeavyQuip

**Unknown Tenants** 

SITUS ADDRESS: 1111 W. Old 56 Highway

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60770000 0002

LIENHOLDER: None

**EASEMENT HOLDER**: Pharos, L.L.C.

KA-Comm, Inc.

Survey – Water Easement, Access

Easement Bk 5214 Pg 947 City of Olathe and all Public Utility

Companies (Utility Easement & Drainage Easement – Replat – Bk 73 Pg 16 and Replat of Lot 4 – Bk

70, Pg 17)

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 2, Replat of Woodward Industrial Park, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Lot 2; thence easterly, along the north line thereof, on a curve to the right having an initial tangent bearing of N79°29'44"E and a radius of 3719.85 feet, an arc distance of 67.25 feet; thence departing said north line, S02°06'57"E, 20.17 feet; thence westerly, on a curve to the left having an initial tangent bearing of S80°29'29"W and a radius of 3699.85 feet, an arc distance of 52.77 feet to the west line of said Lot 2; thence northwesterly, along said west line, on a curve to the left having an initial tangent bearing of N23°41'04"W and a radius of 40.00 feet, an arc distance of 23.44 feet to the Point of Beginning.

Containing in all 1,174 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,174 square feet, more or less

**OWNERSHIP**: Pharos, L.L.C., a Kansas Limited Liability

Company

PARTIES IN POSSESSION: Ka-Comm, Inc.

SITUS ADDRESS: 1201 W. Old 56 Highway

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP60770000 0001

LIENHOLDER: The Bank of Tescott – Ohio Branch

**EASEMENT HOLDER**: CHC, Inc.

Clinical Reference Laboratory

HeavyQuip

City of Olathe and all Public Utility

Companies (Utility Easement & Drainage Easement – Replat – Bk 73 Pg 16 and Replat of Lot 4 – Bk

70, Pg 17)

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of Lot 1, Replat of Woodward Industrial Park, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence easterly, along the north line thereof, on a curve to the right having an initial tangent bearing of N77°43'34"E and a radius of 3719.85 feet, an arc distance of 114.86 feet to the northeast corner of said Lot 1; thence southeasterly, along the east line of said Lot 1, on a curve to the right having an initial tangent bearing of S57°15'43"E and a radius of 40.00 feet, an arc distance of 23.44 feet; thence departing said east line, S79°30'07"W, 22.23 feet; thence N10°40'13"W, 5.00 feet; thence westerly, on a curve to the left having an initial tangent bearing of S79°19'47"W and a radius of 3704.85 feet, an arc distance of 106.42 feet to the west line of said Lot 1; thence N01°59'20"W, 15.25 feet to the Point of Beginning.

Containing in all 1,935 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,935 square feet, more or less

**OWNERSHIP**: Joey L. Hendrich and Laurie A. Hendrich,

Trustees of the Joey and Laurie Hendrich

Trust dated December 20, 2008

**PARTIES IN POSSESSION**: Joey L. Hendrich and Laurie A. Hendrich,

Trustees of the Joey and Laurie Hendrich

Trust dated December 20, 2008

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP55330000 0001

LIENHOLDER: None

**EASEMENT HOLDER**: Karen and Sherri Limited Liability

Company

Midwest Fireplace

Mark James Metrokotsas and Barbara G.

Metrokotsas Trustees of the Mark James Metrokotsas and Barbara G. Metrokotsas Living Trust Dated

March 9, 2016 Centaur, Inc.

Kansas City Power & Light Company Right-of-Way Easement Agreement

(Bk 3340 Pg 408)

City of Olathe, Kansas & Other

Governmental Entities – Utility Easement, Water Line Easement

Plat

#### PERMANENT DRAINAGE EASEMENT DESCRIPTION:

All that part of Lot 1, Old 56 Industrial Center, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Lot 1; thence westerly, along the north line thereof, on a curve to the left having an initial tangent bearing of S77°43'34"W and a radius of 3719.85 feet, an arc distance of 121.85 feet to the Point of Beginning; thence continue westerly on said curve to the left having a radius of 3719.85 feet, an arc distance of 30.12 feet; thence departing said north line, S14°36'53"E, 15.00 feet; thence easterly, on a curve to the right having an initial tangent bearing of N75°23'07"E and a radius of 3704.85 feet, an arc distance of 30.00 feet; thence N14°09'02"W, 15.00 feet to the Point of Beginning.

Containing in all 451 square feet, more or less.

TOTAL PERMANENT DRAINAGE EASEMENT AREA: 451 square feet, more or less

#### **TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

All that part of Lot 1, Old 56 Industrial Center, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the northeast corner of said Lot 1: thence westerly, along the north line thereof, on a curve to the left having an initial tangent bearing of S77°43'34"W and a radius of 3719.85 feet, an arc distance of 121.85 feet; thence departing said north line S14°09'02"E, 15.00 feet; thence westerly, on a curve to the left having an initial tangent bearing of S75°50'58"W and a radius of 3704.85 feet, an arc distance of 30.00 feet; thence N14°36'53"W, 15.00 feet to the north line of said Lot 1; thence westerly, along said north line, on a curve to the left having an initial tangent bearing of S75°23'07"W and a radius of 3719.85 feet, an arc distance of 155.40 feet to the northwest corner of said Lot 1; thence S01°58'09"E, along the west line of said Lot 1. 8.28 feet: thence departing said west line, easterly, on a curve to the right having an initial tangent bearing of N72°57'31"E and a radius of 3711.85 feet, an arc distance of 80.23 feet; thence S88°40'59"E, 95.57 feet; thence N59°55'11"E, 71.55 feet; thence easterly, on a curve to the right having an initial tangent bearing of N76°40'58"E and a radius of 3704.85 feet, an arc distance of 64.75 feet to the east line of said Lot 1; thence N01°59'20"W, along said east line, 15.25 feet to the Point of Beginning.

Containing in all 4,905 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4,905 square feet, more or less

**OWNERSHIP**: New TKG-KC, L.L.C., a Missouri Limited

**Liability Company** 

PARTIES IN POSSESSION: StorageMart

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DP71670000 0003

**LIENHOLDER**: Wells Fargo Bank, National Association

EASEMENT HOLDER: None

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of a vacated street (City of Olathe Ordinance 87-157) lying south of and adjacent to Lot 3, Southwest Business Park, a subdivision in the City of Olathe, Johnson County, Kansas and being a part of the Northeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Lot 3, thence S73°44'24"W, along the south line of said Lot 3, 219.76 feet to the west line of the east 213 feet of said Lot 3 and the Point of Beginning; thence S02°06'21"E, along the southerly extension of said west line, 15.47 feet to the north right of way line of Old 56 Hwy as established by vacation according to City of Olathe Ordinance 87-157; thence S73°44'24"W, along said right of way line, 34.30 feet; thence S78°48'00"W, 50.00 feet; thence departing said right of way line, N02°06'21"W, 19.50 feet to the south line of said Lot 3; thence easterly, along said south line, on a curve to the right having an initial tangent bearing of N83°03'01"E and a radius of 3919.83 feet, an arc distance of 49.53 feet; thence N73°44'24"E, 34.29 feet to the Point of Beginning.

Containing in all 1,380 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 1,380 square feet, more or less

**OWNERSHIP**: BNSF Railway Company, a Delaware

Corporation, f/k/a The Kansas City &

Santa Fe Railroad Company

PARTIES IN POSSESSION: BNSF Railway Company

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231402-1011

LIENHOLDER: None

**EASEMENT HOLDER**: The Kansas Power and Light

Company n/k/a Westar Energy,

Inc.

Union Gas System, Inc. n/k/a Atmos

Energy Corporation

Outdoor Systems, Inc.

The State Highway Commission of

Kansas, Acting for the State of

Kansas

#### **CROSSING ACCESS EASEMENT DESCRIPTION:**

All that part of the Northwest Quarter of Section 2, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southwest corner of the Northwest Quarter of said Section 2; thence N02°04'47"W, along the west line thereof, 360.12 feet to a point that is 75.0 feet southeasterly of and normally distant to the original centerline of main track of the Atchison, Topeka and Santa Fe Railway Company and the Point of Beginning; thence departing said west line, N66°21'25"E, along a line that is 75.00 feet southeasterly of and parallel to said original centerline, 48.39 feet; thence departing said line, N02°04'47"W, 163.14 feet; thence S66°53'34"W, 48.21 feet to the west line of the Northwest Quarter of said Section 2; thence S02°04'47"E, along said west line, 163.62 feet to the Point of Beginning.

Containing in all 7,352 square feet, more or less.

TOTAL CROSSING ACCESS EASEMENT AREA: 7,352 square feet, more or less

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of the Northwest Quarter of Section 2, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southwest corner of the Northwest Quarter of said Section 2; thence N02°04'47"W, along the west line thereof, 360.12 feet to a point that is 75.0 feet southeasterly of and normally distant to the original centerline of main track of the Atchison, Topeka and Santa Fe Railway Company and the Point of Beginning; thence departing said west line, N66°21'25"E, along a line that is 75.00 feet southeasterly of and parallel to said original centerline, 146.40; thence departing said line, N06°07'39"W, 50.95 feet; thence S02°04'47"W, 78.95 feet; thence N02°04'47"W, 51.88 feet; thence N66°54'03"E, 116.29 feet; thence N23°06'26"W, 40.52 feet; thence S66°53'34"W, 159.64 feet to the west line of the Northwest Quarter of said Section 2; thence S02°04'47"E, along said west line, 163.62 feet to the Point of Beginning.

Containing in all 18,121 square feet, more or less.

TOTAL TEMPORARY CONSTRCUTION EASEMENT AREA: 18,121 square feet, more or less

OWNERSHIP: BNSF Railway Company, a Delaware

Corporation, f/k/a The Atchison, Topeka

and Santa Fe Railway Company

PARTIES IN POSSESSION: BNSF Railway Company

SITUS ADDRESS: None

JOHNSON COUNTY PARCEL ID NUMBER: DF231402-1017

LIENHOLDER: None

**EASEMENT HOLDER**: Union Gas System, Inc. n/k/a Atmos

**Energy Corporation** 

Santa Fe Land Improvement Company

Outdoor Systems, Inc.

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

All that part of the Northwest Quarter of Section 2, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southwest corner of the Northwest Quarter of said Section 2; thence N02°04'47"W, along the west line thereof, 360.12 feet to a point that is 75.0 feet southeasterly of and normally distant to the original centerline of main track of the Atchison, Topeka and Santa Fe Railway Company; thence departing said west line, N66°21'25"W, along a line that is 75.00 feet southeasterly of and parallel to said original centerline, 107.60 feet to the east line of an existing construction, maintenance and use easement as described and recorded in Book 1716, Page 497 in the Johnson County Register of Deeds Office and the Point of Beginning; thence continue N66°21'25"W, 38.80 feet; thence departing said line that is 75.00 feet southeasterly of and parallel to said original centerline, S06°07'39"E, 182.97 feet; thence S02°04'47"E, 155.55 feet to the east line of said construction, maintenance and use easement; thence N85°28'15"W, along said east line, 37.25 feet; thence N02°04'47"W, along said east line, 149.95 feet; thence N06°07'39"W, along said east line, 169.99 feet to the Point of Beginning.

Containing in all 12,181 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 12,181 square feet, more or less

**OWNERSHIP**: The Gerson Company, a Missouri

Corporation

**PARTIES IN POSSESSION**: The Gerson Company

SITUS ADDRESS: 1450 S. Lone Elm Road

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP28520000 0001

**LIENHOLDER**: Commerce Bank

**EASEMENT HOLDER**: Kansas City Power & Light Company

Producers, Inc. (waterline contract Atchison, Topeka and Santa Fe Railway

Company n/k/a BNSF Railway

Company

Union Gas System, Inc. n/k/a Atmos

**Energy Corporation** 

City of Olathe and Other Governmental

Entities – Utility Easement – Plat Cherokee & Pittsburg Coal and Mining

Company - Mineral Rights

#### PERMANENT DRAINAGE EASEMENT DESCRIPTION:

All that part of Lot 1, Gerson Subdivision, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Lot 1, said point being on the east right of way line of S. Lone Elm Road; thence N88°03'27"E, along the south line of said Lot 1, 6.61 feet to the east line of an existing drainage easement; thence departing the south line of said Lot 1, N02°04'21"W, along the east line of said drainage easement, 12.62 feet to the Point of Beginning; thence continue N02°04'21"W, along said east line, 39.06 feet; thence departing said east line, N87°55'39"E, 16.30 feet; thence S02°04'21"E, 39.06 feet; thence S87°55'39"W, 16.30 feet to the Point of Beginning.

Containing in all 636 square feet, more or less.

TOTAL PERMANENT DRAINAGE EASEMENT AREA: 636 square feet, more or less

#### **TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION:**

All that part of Lot 1, Gerson Subdivision, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the southwest corner of said Lot 1, said point being on the east right of way line of S. Lone Elm Road; thence N02°04'21"W, along the west line of said Lot 1, 201.66 feet; thence departing said west line, N87°55'39"E, 23.00 feet; thence S02°04'21"E, 110.00 feet; thence N87°55'39"E, 5.00 feet; thence S02°04'21"E, 91.73 feet to the south line of said Lot 1; thence S87°03'27"W, 28.02 feet to the Point of Beginning. EXCEPT; that part of said Lot 1 described as follows: Commencing at the southwest corner of said Lot 1, said point being on the east right of way line of S. Lone Elm Road; thence N88°03'27"E, along the south line of said Lot 1, 6.61 feet to the east line of an existing drainage easement; thence departing the south line of said Lot 1, N02°04'21"W, along the east line of said drainage easement, 12.62 feet to the Point of Beginning; thence continue N02°04'21"W, along said east line, 39.06 feet; thence departing said east line, N87°55'39"E, 16.30 feet; thence S02°04'21"E, 39.06 feet; thence S87°55'39"W, 16.30 feet to the Point of Beginning.

Containing in all 4,464 square feet, more or less.

#### **TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION:**

All that part of Lot 1, Gerson Subdivision, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Lot 1, said point being on the east right of way line of S. Lone Elm Road; thence N02°04'21"W, along the west line of said Lot 1, 614.58 feet to the Point of Beginning; thence continue N02°04'21"W, 100.00 feet; thence departing said west line, N87°55'39"E, 35.00 feet; thence S02°04'21"E, 100.00 feet; thence S87°55'39"W, 35.00 feet to the Point of Beginning.

Containing in all 3,500 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT #1 AREA: 4,464 square feet, more or less

TOTAL TEMPORARY CONSTRUCTION EASEMENT #2 AREA: 3,500 square feet, more or less

**OWNERSHIP**: SPX Cooling Technologies, Inc., a

Delaware Corporation f/k/a The Marley Cooling Tower Company, a Delaware

Corporation

The Marley Company, a Delaware

Corporation

PARTIES IN POSSESSION: SPX Cooling Technologies, Inc., a

Delaware Corporation f/k/a The Marley Cooling Tower Company, a Delaware

Corporation

SITUS ADDRESS: 1400 W. Marley Road

Olathe, KS 66061

JOHNSON COUNTY PARCEL ID NUMBER: DP54000000 0001A

LIENHOLDER: None

**EASEMENT HOLDER**: ROW Ingress & Egress Warranty Deed

Marley Road Utility Easement

#### **PUBLIC STREET DEDICATION #1 DESCRIPTION:**

All that part of Lot 1, Olathe Industrial Tracts, a subdivision in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the southeast corner of said Lot 1; thence S88°09'33"W, along the south line thereof, 15.00 feet; thence departing said south line, N02°04'27"W, 183.30 feet; thence N87°55'33"E, 15.00 feet to the west right of way line of Lone Elm Road; thence S02°04'27"E, along said right of way line, 183.36 feet to the Point of Beginning.

Containing in all 2,750 square feet, more or less.

#### **PUBLIC STREET DEDICATION #2 DESCRIPTION:**

All that part of vacated Marley Road being a part of the Southeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of Lot 1, Olathe Industrial Tracts, a subdivision in the City of Olathe, Johnson County, Kansas, thence S88°09'33"W, along the south line thereof, 15.00 feet to a point on the north line of said vacated Marley Road and the Point of Beginning; thence continue S88°09'33"W, 20.24 feet; thence departing said north line, S02°04'27"E, 60.11 feet to the south line of said vacated Marley Road; thence N88°09'13"E, 20.24 feet; thence departing said south line, N02°04'27"W, 60.11 feet to the Point of Beginning.

Containing in all 1,218 square feet, more or less.

TOTAL PUBLIC STREET DEDICATION #1 AREA: 2,750 square feet, more or less

TOTAL PUBLIC STREET DEICATION #2 AREA: 1,218 square feet, more or less

#### **TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:**

All that part of vacated Marley Road being a part of the Southeast Quarter of Section 3, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the at the southeast corner of Lot 1, Olathe Industrial Tracts, a subdivision in the City of Olathe, Johnson County, Kansas, thence S88°09'33"W, along the south line thereof, 35.24 feet to a point on the north line of said vacated Marley Road and the Point of Beginning; thence continue S88°09'33"W, 75.00 feet; thence departing said north line, S02°04'27"E, 60.12 feet to the south line of said vacated Marley Road; thence N88°09'13"E, 75.24 feet; thence departing said south line, N02°04'27"W, 60.11 feet to the Point of Beginning.

Containing in all 4,516 square feet, more or less.

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4,516 square feet, more or less

**SECTION FIVE**: The City Attorney for the City of Olathe, Kansas, is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of permanent road right-of-way, permanent drainage easements, crossing access easements, and temporary construction easements for the widening, constructing, reconstructing and maintaining the Lone Elm Road, Old 56 Hwy to 151st Street, 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 21st day of May, 2019.

**SIGNED** by the Mayor this 21st 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:** 5/21/2019

**DEPARTMENT:** Legal

**STAFF CONTACT:** Ron Shaver and Daniel Yoza

SUBJECT: Consideration of Ordinance No. 19-18 concerning amendments to the animal nuisance

Ordinance, O.M.C. 8.10.010.

#### ITEM DESCRIPTION:

Consideration of Ordinance No. 19-18 concerning amendments to the animal nuisance Ordinance, O.M.C. 8.10.010.

#### SUMMARY:

This item was presented to the Council as a report on May 7, 2019. Staff has prepared draft Ordinance 19-18 (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 Court Judge the ability order a fine, in the case of a minor bite where the dangerous dog procedure is not appropriate.

#### **FINANCIAL IMPACT:**

None

#### **ACTION NEEDED:**

Adopt Ordinance 19-18 pertaining to Animal Nuisance.

#### ATTACHMENT(S):

Attachment A: Ordinance 19-18 - Animal Nuisance

#### **ORDINANCE NO. 19-18**

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 harborer 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 harborer shall be subject to citation.
  - (B) "Scheduled Fine Animal Nuisance" is when:
    - (1) A dog is in public and not controlled;
  - (2) An animal molests or disturbs <u>a</u> persons by chasing, <u>barking</u>, <u>snapping</u>, 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 makes other noises excessively so as to c disturbance or discomfort to any reason normal auditory sensitivity who resides in structure which is within one thousand (10 property on which the animal is kept or harb	ause annoyance, nable person of at a residence 000) yards of the
	(2) an animal creates an insect attraction site due to an accumulation of exc	•
	(3) an animal threatens or causes a endangers public health, safety, or welfare;	a condition which
	(4) an animal bites or attacks other a	nother animals;
	(5) an animal bites or attacks a perso	on, or
	(5)(6) any other violation of this title scheduled nuisance as defined in subsection	
SECTION TWO: E	xisting Section 8.10.010 is hereby repealed.	
SECTION THREE: after its passage and publi	This Ordinance shall take effect and be i cation as provided by law.	n force from and
PASSED by the Go	verning Body this day of	, 2019.
SIGNED by the May	or this day of	, 2019.
	Mayor	
ATTEST:		

## **ATTACHMENT A**

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: 5/21/2019** 

**DEPARTMENT:** Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

**SUBJECT:** Report on a request by JDC North Olathe Properties, LLC for a master resolution for a business park, and a first project under the master resolution for an industrial warehouse in the Olathe Commerce Park and for issuance of industrial revenue bonds and tax phase-in for the construction of a 21,400 sq. ft. industrial warehouse on approximately 6.5 acres at the southeast corner of Dennis Avenue and the future Pine Street.

#### ITEM DESCRIPTION:

Report on a request by JDC North Olathe Properties, LLC for a master resolution for a business park, and a first project under the master resolution for an industrial warehouse in the Olathe Commerce Park and for issuance of industrial revenue bonds and tax phase-in for the construction of a 21,400 sq. ft. industrial warehouse on approximately 6.5 acres at the southeast corner of Dennis Avenue and the future Pine Street.

#### SUMMARY:

The City has received a master business park application for JDC North Olathe Properties, LLC with a total investment of approximately \$41,681,920 on a total of 66+/- acres. The project is called the Olathe Commerce Park, and it is the development of 5 lots and 5 tracts to be used for industrial/warehouse/manufacturing. Additionally, an application has been submitted under this master resolution for approximately \$3,000,000 in industrial revenue bonds for the construction of 21,400 square feet of buildings for a facility on a 6.5 acre parcel located at Dennis Avenue and (future) Pine Street, west of the BNSF tracks. This is a single series of bonds to be issued to cover land and building costs.

- Construct 21,400 sq. ft. of space for a facility on a 6.5-acre parcel of land.
- The Applicant seeks to have the project receive a 10-year, 50% property tax phase-in for industrial uses in conjunction with the issuance of the City's industrial revenue bonds. This project is applying for and falls under the City's tax abatement policy for a master resolution abatement, Resolution 18-1111 and Policy F-5 with an investment over \$10 million total for a master resolution for new businesses.
- First and single series of bonds for this facility under the master resolution.
  - 21,400 sq. ft. transportation terminal facility
- Requests amount not to exceed approximately \$3,000,000 of industrial revenue bonds:
  - o \$567,000 to acquire land
  - \$2,433,000 to construct the building and other costs
  - No funds are allocated for furniture, fixtures & equipment
- Creates 160 new jobs over the next 10 years.
  - Average salaries:

Year one = \$42,000

#### **MEETING DATE:** 5/21/2019

Year ten = \$48,022

- \$7,683,581 approximately in new annual wages in year 10
- o \$42,407,980 approximately in new wages combined over the next 10 years
- Current property taxes at this site (entire 66-acre site used) (all jurisdictions): \$3,618 (\$117,850 appraised value for 2018 and \$14,142 assessed value for 2018). Olathe's current tax revenue from the property \$345.
- Total full value property taxes on the project over the 10-year phase-in period considering an estimated appraised value of \$1,825,000 (building only portion of the project):
  - All taxing jurisdictions = \$583,767 10-year total / \$58,376 annually
  - Olathe = \$111,352 10-year total / \$11,135 annually
- Property taxes over the 10-year phase-in period with 50% property tax phase-in on this project:
  - All jurisdictions = \$291,880 10-year total / \$29,188 annually
  - Olathe = \$55,675 10-year total / \$5,567 annually

Olathe will realize approximately \$11,135 in new annual tax revenue after abatement period expires

#### FINANCIAL IMPACT:

See attached materials for more detailed fiscal impact information.

#### **ACTION NEEDED:**

Accept report. A public hearing and the resolutions regarding the master business park and the phase I project will go before the City Council at the June 4<sup>th</sup> meeting.

#### ATTACHMENT(S):

Attachment A: Master Business Park Application Attachment B: Phase I Project Application Attachment C: Executive Summary Attachment D: Firm Data Sheet Attachment E: Cost Benefit Analysis



# CITY OF OLATHE, KANSAS APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS (IRB) Master Park Resolution - New Business to Olathe

This	application	is	being				Master cil on			of	Intent	approved 	for
city m subm	application is nay require in itted as Exhii procedural re	lieu bits i	paymen A-G of th	ts for prope is applicat	erty which ion. This	bed app	comes ta: olication i	x exempt must be	t. The subm	atta itted	ached sh Within s	neets, if any, aufficient tim	are
the C. of bo distrik bond: respo bond:	n-refundable ity will require nds issued in oution or logion is being issue insible for bo is. See Section of fees.	an ex stics d (v	issuance cess of a-type pro which am counsel	fee of .002 \$40 millior ojects the o nount shall fees, trus	25 of the f n (issuan City will n not be l tee fees	irst S ce f requ ess and	\$40 millio ee shall ire an iss than \$2, other fe	n of bond not be le suance fe 500). Al ees asso	ds issuess thes of dee of ddition	ied p nan .003 nally d wi	olus .002 \$2,500. 80 of the s, the ap th the i	20 of the ame For wareho par amour plicant shal ssuance of	ount ouse nt of II be the
JDC :	North Olathe F	rope	erties, L.L	.C.									
	cant's Name												
	s@jonesdevco										913-638-		
	ant's Email Ad									-	Telephon	e Number	
	Madison Aver	iue,	Suite 100.	Kansas Cit	y, MO 64	111							
	ant's Address												
	Jones, Manage										913-638-		<del></del>
Name	and Title of R	espo	nsible Off	icer/Contact	•						Telephon	e Number	
Addre	ss (if other tha	n coi	rporate ac	idress)									—
Curti	s M. Holland												
Attori	ney for Applic	ant											
cholla	and@polsinell	i.con	n								913-234-		
Attorn	өу's Email Add	iress	3								Telephon	e Number	
6201	College Blvd,	Suit	e 500, Ov	erland Park	, KS 6621	1							
Attorn	ey's Address												
TBD													
Bond	Purchaser/Ui	nder	writer for	Applicant						•			
TBD													
Bond	Purchaser/Und	derwi	riter's Add	Iress							Telephon	e Number	
Bond	Counsel for A	Appl	icant										
Curti	s M. Holland												
Bond	Counsel's Ada	ress								•	Telephon	e Number	

#### I. BUSINESS INFORMATION

If the applicant corporation, or its parent, is a publicly-held corporation and regularly files annual reports on Form 10-K, respectively attach as a part of this application: Exhibit A - a copy of the most recent Form 10-K, and Exhibit B - the applicant's most recent annual report to shareholders.

A. In what line or lines of business is the applicant engaged?

Real Estate Development (own, operate, lease)

- B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

  Corporation (LLC)
- C. Year and State of incorporation 2016, Missouri

  If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

N/A

D. List the names and titles of the officers of the applicant firm:

Kevin R. Jones, Manager Nicholas C. Jones, Manager

E. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant's (or its parent's) books and records for the past three (3) years. Attach financial reports (income statements, retained earnings statements, changes in working capital, balance sheets, etc.) for same years as <a href="Exhibit C">Exhibit C</a>.

N/A

F. Have the applicant's credit instruments been rated by a rating service? No Indicate name of rating service and types of instruments. Attach most recent copy of credit rating report as Exhibit D.

G Describe all outstanding or threatened	d litigation:
--	---------------

The Applicant is unaware of any pending or threatened litigation.

#### II. THE PROJECT

Briefly describe the nature of the proposed project, including information as to the structure itself (size of building, amount of land to be purchased, etc.), whether it is an expansion of an existing facility or the construction of a new facility, and what products or services are to be manufactured or provided there.

The project is the developent of 5 lots and 5 tracts on a total of approximately 60 acres to be used for industrial/warehouse/manufacturing and all other uses permitted in the M-2 zoning district. The project is located north of Dennis Avenue at future Pine Street.

Α.	Approximate amount re	quested for: <u>Entire Project</u>	First Phase Project	
	Land*	\$_3,798,738	\$ <u></u>	
	Building	\$_35,173,000	\$	
	Machinery and Equip	ment \$	\$	
	Pollution Control Fac	ilities \$	\$	
	Other Costs**	\$ <u></u>	\$	
	Total	\$	\$_3,000,000	

Costs to improve Pine Road, site preparation work (grading, utilities, landscaping, storm detention, etc.) and improvements to Dennis Avenue.

B. Does the applicant, or its parent, presently have offices or industrial facilities located in Olathe, Kansas? No. If so, describe.

N/A

<sup>\*</sup> Attach a legal description of property as Exhibit E

<sup>\*\*</sup> State other costs:

C.	where is the location of the project?
Т	the location of the project is North of Dennis Avenue at future Pine Street
D.	Is the prospective location properly zoned? Yes If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:
Ε.	Describe the type of buildings to be constructed and type of machinery and equipment to be financed?  Uses permitted in the M-2 District
F.	Will the applicant be in direct competition with other local firms? No
	N/A
	Describe the nature of the competition: N/A
G.	Are adequate public streets and utilities available to the proposed site? Yes
Н.	Specify if unusual demands for water and sewer will be made?
	None
I.	Does the applicant plan to use the City of Olathe solid waste service? Yes identify special solid waste requirements or arrangements already made:
J.	What percentage of usable floor space will be occupied by applicant?0% What percentage will be occupied by other occupants?100% Indicate each occupant, if known.
	Phase 1 of the project will be owned by Carrier Services Plus, LLC and will be occupied under Leased to a related entity called HP Distribution, LLC. Occupation of the remaining Phases are yet to be determined.

K.	Name and address of construction contractor and/or architect: TBD
L.	How many persons will be employed at the project? Will this project represent an increase in employment opportunities in Olathe, Kansas? Yes * Please complete Appendix I on page 10.
M.	Briefly describe the approximate number of persons to be employed by the project at all levels (e.g management, office, skilled and unskilled):
	TBD
N.	What dollar amount, and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generated by the project?  TBD
Ο.	What percentage of sales will be sold locally? $T\overline{BD}$ Is this percentage increasing decreasing, or remaining stable from the current trend? Increasing
P.	What is the estimated annual amount of merchandise and services purchased locally by the applicant?  TBD
	עמו
Q.	Is there likelihood for expansion of the proposed facility within three (3) years? $_{\cdot}^{Yes}$ If such expansion is contemplated, please describe:
R.	Has, or will, an environmental audit be performed for the site? $^{\mathrm{Yes}}$
III.	FINANCING
A.	Will the applicant pledge any assets other than the project itself to secure the bonds? $^{ m No}$ If so, what?
	N/A

B.	Will a bond and interest reserve be provided for? $^{\mathrm{No}}$	State amount and source of funding.
N/	/A	
C.	What portion of the project will be financed from funds other tone.	han bond proceeds?
	What is the source of such funds?	
N/A	A	
D.	What will be the applicant's equity investment? Please described	ribe:
Αŗ	pprox. 20%	
E.	Does the applicant have any major contractual arrangement detriment to, the successful financing and marketing of the pill so, please describe:	ts that would tend to assure, or be a roposed bonds? No
N/	•	
F.	List previous participation in IRB financing:	
	dEx Building - 22525 W 167th Street	
G.	Has a bond underwriter determined whether or not the bor describe its determination and attach statement as Exhibit F.	nds are marketable? No If so,
N/2	A	
H. TB	Have arrangements been made for the marketing of the bone structure and term of bonds.  D based on market conditions	ds? No Describe interest rate

l.	Indicate whether bonds will be publicly or privately placed.  Privately placed.
J.	Has the applicant considered conventional financing? Yes
K.	Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?
L.	Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.  TBD
М.	Proposed date of issuing the bonds: Will be issued in phases. First phase bonds issued in 2019.
N.	Prior to the contractor starting construction on the project, the applicant shall notify the City Clerk whether or not to proceed with an application for a sales tax exemption from the state of Kansas. Prior to, or at completion, of the project, the applicant shall inform the City Clerk to proceed with the appropriate filing with the state board of tax appeals for a tax abatement on the project.
IV.	FINANCIAL PLAN
оре	ach, as Exhibit G of this application, projected proforma statements for the first ten (10) years of erations which include revenue projections, operating expense projections, and debt amortization redule.
٧.	TAXES
A.	What is the requested tax abatement term in years? 10 years Percentage requested 50 %
B.	If a Fixed PILOT payment is proposed for the project, please outline proposed structure:
]	Based on estimated assessed value as determined by appraisals.

C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

This project will enable Developer to bring new businesses to the area, producing additional property tax revenue, creating an environment that will attract employers and employees.

This project enhances the economic climate of the City by bringing new businesses to the area, producing additional property tax revenue, creating an environment that will attract employers and employees, and in turn generating income tax for the City. This project is part of the larger CityPlace development which is a mixed-use, in-fill project in one of the City's most important corridors. Further, this project will adhere to the highest development standards as outlined in the City's development process, design guidelines, and ordinances.

VI.	CERTIFICATION OF APPLICANT					
	It is agreed that the applicant will be responsible this application.	le for an	y legal fees incurred by the city relating to			
	It is understood that a performance agreeme abatement policy. I hereby swear that the forday of, 2019, is true and corr	nt shall regoing a ect to the	be required as set forth in the city's tax and attached information dated this 14, be best of my knowledge.			
	Further, it is understood that additional information may be requested by the city to assist the					
	Governing Body in its consideration of this matt					
Signed		Ву	Mannen			
	Name	•	Title of Responsible Officer			

# APPENDIX I\* EMPLOYMENT INFORMATION APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections below of Appendix I is essential in order for the city to meet this requirement.

Current number of employees at f	firm's present site.	
----------------------------------	----------------------	--

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other



#### CITY OF OLATHE, KANSAS

# APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS (IRB)

Master Park Resolution - Existing Olathe Company

This	application	is	being	submitted	under	а	Master	Resolution	of	Intent	approved	for
JDC N	orth Olathe Pro	pertie	s, L.L.C.	by th	e City C	oun	cil on pen	ding			·	

This application is submitted in conformance with the city's tax abatement policy. It is understood that the city may require in lieu payments for property which becomes tax exempt. The attached sheets, if any, are submitted as Exhibits A-G of this application. This application must be submitted within sufficient time to meet procedural requirements of the abatement policy, (refer to the tax abatement calendar).

A non-refundable \$2,000 application / filing fee must accompany this application. If bonds are issued, the City will require an issuance fee of .0025 of the first \$40 million of bonds issued plus .0020 of the amount of bonds issued in excess of \$40 million (issuance fee shall not be less than \$2,500. For warehouse distribution or logistics-type projects the City will require an issuance fee of .0030 of the par amount of bonds being issued (which amount shall not be less than \$2,500). Additionally, the applicant shall be responsible for bond counsel fees, trustee fees and other fees associated with the issuance of the bonds. See Section 6 of Resolution No.18-1111 and contact Bond Council for a more detailed explanation of the fees.

Carrier Services Plus, LLC	
Applicant's Name	
craig@hpdist.com	816-215-7692
Applicant's Email Address	Telephone Number
808 N Meadowbrook Drive, Olathe, KS 66062	
Applicant's Address	
Craig A. Cunningham	816-215-7692
Name and Title of Responsible Officer/Contact	Telephone Number
Address (if other than corporate address)	
Curtis M. Holland	
Attorney for Applicant	
cholland@polsinelli.com	913-234-7411
Attorney's Email Address	Telephone Number
6201 College Blvd, Suite 500, Overland Park, KS 66211	
Attorney's Address	
TBD	
Bond Purchaser/Underwriter for Applicant	
Bond Purchaser/Underwriter's Address	Telephone Number
Bond Counsel for Applicant	-
Bond Counsel's Address	Telephone Number

#### I. BUSINESS INFORMATION

If the applicant corporation, or its parent, is a publicly-held corporation and regularly files annual reports on Form 10-K, respectively attach as a part of this application: Exhibit A - a copy of the most recent Form 10-K, and Exhibit B - the applicant's most recent annual report to shareholders.

A.	In what line or lines of business is the applicant engaged?
	Refrigerated and Dry Goods Transportation
B.	Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?
	Corporation (LLC)
C.	Year and State of incorporation 2016, Kansas  If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.
	N/A
D.	List the names and titles of the officers of the applicant firm:
	Kimberly Cunningham, Member/General Manager
Ε.	List the name of the certified public accounting firm (or firms) which has performed audits of the applicant's (or its parent's) books and records for the past three (3) years. Attach financial reports
	(income statements, retained earnings statements, changes in working capital, balance sheets, etc.) for same years as Exhibit C.
	N/A
F.	Have the applicant's credit instruments been rated by a rating service? No Indicate name of rating service and types of instruments. Attach most recent copy of credit rating report as Exhibit D.

II. THE PROJ	ECT	
building, amount of lan	ture of the proposed project, including inf d to be purchased, etc.), whether it is an acility, and what products or services are	
located on approximately	ction of approximately 21,400 sq. ft. of build 6.5 acres (Lot 1) within a planned industrial orner of Dennis Avenue and proposed Pine S	ing space to be used as a Transportation Terminal mixed-use park called Olathe Commerce Center treet.
·		
A. Approximate amou	nt requested for: <u>Entire Project</u>	First Phase Project
Land*	\$	\$ <u>567,000</u>
Building	\$	\$\frac{2,433,000}{}
Machinery and I	Equipment \$	
Pollution Contro	l Facilities \$	\$
Other Costs**	\$	<u> </u>
Total	\$	_ 3.000.000
* Attach a legal desc	ription of property as <u>Exhibit E</u>	
** State other cost	s:	•
B. Does the appli Kansas? Yes	cant, or its parent, presently have offices If so, describe.	or industrial facilities located in Olathe,
808 N. Meadowbrook	Dr. Olathe, KS 66062	

Describe all outstanding or threatened litigation:

The Applicant is unaware of any pending or threatened litigation.

G

C.	Where is the location of the project?
S	outheast corner of Dennis Avenue and proposed Pine Street.
D.	Is the prospective location properly zoned? Yes If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:
E.	Describe the type of buildings to be constructed and type of machinery and equipment to be financed?
	The building to be constructed is an industrial warehouse to be leased to HP Distribution, LLC for use as its trucking business headquarters
F.	Will the applicant be in direct competition with other local firms? No If so, name the firms:
	Describe the nature of the competition: N/A
G.	Are adequate public streets and utilities available to the proposed site? Yes
Н.	Specify if unusual demands for water and sewer will be made?
	N/A
1.	Does the applicant plan to use the City of Olathe solid waste service? Yes identify special solid waste requirements or arrangements already made:
J.	What percentage of usable floor space will be occupied by applicant? 100% What percentage will be occupied by other occupants? None Indicate each occupant, if known.  Building will be occupied entirely by HP Distribution, LLC under lease
	• • •

K.	ТВІ	Name and address of construction contractor and/or architect:
L.		How many persons will be employed at the project? Will this project represent an increase in employment opportunities in Olathe, Kansas? Yes * Please complete Appendix I on page 10.
Μ.		Briefly describe the approximate number of persons to be employed by the project at all levels (e.g management, office, skilled and unskilled):
	See	attached Appendix I
N.		What dollar amount, and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generated by the project?
	\$2,5	500,000
Ο.		What percentage of sales will be sold locally? Is this percentage increasing, decreasing, or remaining stable from the current trend?Increasing
P.		What is the estimated annual amount of merchandise and services purchased locally by the applicant?
Q.	N/A	Is there likelihood for expansion of the proposed facility within three (3) years? No If such expansion is contemplated, please describe:
R.		Has, or will, an environmental audit be performed for the site? $^{\mathrm{No}}$
Ш.		FINANCING
Α.		Will the applicant pledge any assets other than the project itself to secure the bonds? $\frac{\text{No}}{\text{If so, what?}}$
	N/A	

B.	Will a bond and interest reserve be provided for? No State amount and source of funding.
C.	What portion of the project will be financed from funds other than bond proceeds?  None.
	What is the source of such funds?
D.	N/A  What will be the applicant's equity investment? Please describe:
υ.	TBD
_	Decret the conditional beautiful and to control to the condition of the control o
E,	Does the applicant have any major contractual arrangements that would tend to assure, or be a detriment to, the successful financing and marketing of the proposed bonds? No If so, please describe:
F.	List previous participation in IRB financing:
	None
G.	Has a bond underwriter determined whether or not the bonds are marketable? No describe its determination and attach statement as <u>Exhibit F</u> .
Н.	Have arrangements been made for the marketing of the bonds? No Describe interest rate structure and term of bonds.

	Indicate whether bonds will be publicly or privately placed.  TBD
J.	Has the applicant considered conventional financing? Yes
K.	Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?
L.	Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.
	Craig A. Cunningham, 808 N Meadowbrook Drive, Olathe, KS 66062
M.	Proposed date of issuing the bonds:
N.	Prior to the contractor starting construction on the project, the applicant shall notify the City Clerk whether or not to proceed with an application for a sales tax exemption from the state of Kansas. Prior to, or at completion, of the project, the applicant shall inform the City Clerk to proceed with the appropriate filing with the state board of tax appeals for a tax abatement on the project.
IV.	FINANCIAL PLAN
ope	ich, as <u>Exhibit G</u> of this application, <b>projected proforma statements</b> for the first ten (10) years o rations which include revenue projections, operating expense projections, and debt amortization edule.
٧.	TAXES
A.	What is the requested tax abatement term in years? 10 years Percentage requested 50 %
В.	If a Fixed PILOT payment is proposed for the project, please outline proposed structure:
1	Yes. Structure TBD based on estimated post development appraised value.

C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

This project will enable the applicant to bring new businesses to the area, producing additional property tax revenue, creating an environment that will attract employers and employees.

#### VI. CERTIFICATION OF APPLICANT

Applicant understands and agrees to pay all fees described on Page 1 of this application.

Applicant agrees to comply with the provisions of Chapter 2.82 of the Olathe Municipal Code (the "Code") regarding Public Art for the Project or to pay the necessary payment to the City's Public Art Fund.

It is understood that a performance agreement shall be required, as set forth in the City's tax abatement policy, for applications requesting tax abatement. I hereby swear that the foregoing and attached information dated this 3 day of 20/9, is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City of Olathe to assist the Governing Body in its consideration of this matter.

Signed

By MEMBER

Title of Responsible Officer

# APPENDIX I\* EMPLOYMENT INFORMATION APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections below of Appendix I is essential in order for the city to meet this requirement.

Current number of employees at firm's present site. 25	
Current fluitibet of employees at firm's present site.	

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
See Appendix II of Firm Data				Johnson
Sheet for all employee information				Other
See Appendix II of Firm Data				Johnson
Sheet for all employee information				Other
See Appendix II of Firm Data				Johnson
Sheet for all employee information	İ			Other
See Appendix II of Firm Data				Johnson
Sheet for all employee information				Other
See Appendix II of Firm Data				Johnson
Sheet for all employee information				Other
See Appendix II of Firm Data				Johnson
Sheet for all employee information				Other

## **Firm Data Sheet**

Information for firm that will occupy the facility and its employees
PLEASE NOTE APPENDIX TWO (BOTTOM TABS)
Use information on firm that will occupy the facility
Name of Firm

Name of Film	HP Distribution, LLC	(tenant)	· · · · · · · · · · · · · · · · · · ·	··	
Description of the firm	n's location or expansi	on in the co	ommunity:		
New Transportation 1	erminal Lot 1 OCP De	ennis Ave			_
Requested tax abate	ment term in years	10	Abatement percentage request	ed	50%
Square footage of the	e facility Bldg 1 40	000 sq ft gro	ound level 3200 sq ft upper level	Bldg 2	14.200 sq f
Acerage of land the p	project will occupy		6.57		
NAICS or SIC Code	w		•		
Market Value of the f	irm's initial new or add	litional inve	stment in:		
_	nd Improvements Fixtures and Equipme ts	nt	\$567,000 \$2,433,000 \$3,000,000		
Project expansion (if	acceptable):				
Year of ex	pansion	2019			
Additional	investment in: Land Building and Improve Furniture, Fixtures ar		ent		
Total Sales (from the	most current complet	ed fiscal ye	ear):		
Year	2018 Sales	\$9,57	73,000		
New or additional sal	es of the firm - as a re	sult of the	project:		
Year		_			
1	\$2,500,000	6	\$6,220,800		
2	\$3,000,000	7	\$7,464,960		
3	\$3,600,000	8	\$8,957,952		
4	\$4,320,000	9	\$10,749,542		
5	\$5,184,000	10	\$12,899,451		

Percent of those sales subject to sales tax in the:

City (Olathe)	0%
County (Johnson)	0%
State (Kansas)	0%

Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:

10%

New or Additional annual purchases of the firm as a result of the project: (items used in operations of business, not inventory that will be sold)

Year	
1	\$2,000,000
2	\$2,000,000
3	\$2,000,000
4	\$2,000,000
5	\$2,000,000
6	\$6,000,000
7	\$2,000,000
8	\$2,000,000
9	\$2,000,000
10	\$2,000,000

Percent of those purchases subject to sales taxes in the:

City (Olathe)	10%
County (Johnson)	20%
State (Kansas)	30%

Additional annual utilities that will be used by the firm as a result of the project

Water	\$3,600
Wastewater	\$3,600
Telephone	N/A
Electricity	\$10,000
Gas	\$6,000
Garbage	\$1,500
Cable	N/A

Number of new employees to be hired each year (to be used to complete Appendix II)

Year	
1	25
2	40
3	55
4	70
5	85
6	100
7	115
8	130

9	145
10	160

Number of new employees moving to the county each year (use numbers from above):

Year	From Out-of-State	From Another Kansas County	Will not move	Total
1	6	8	11	25
2	3	4	8	15
3	3	4	8	15
4	3	4	8	15
5	3	4	8	15
6	3	4	8	15
7	3	4	8	15
8	3	4	8	15
9	3	4	8	15
10	3	4	8	15
Total	33	44	83	160

Average annual salary of all employees:

Year	
1	\$42,000
2	\$42,630
3	\$43,269
4	\$43,918
5	\$44,577
6	\$45,246
7	\$45,924
8	\$46,613
9	\$47,312
10	\$48,022

Household size of a typical new worker 4	
Number of school age children in the household of a typical new worker	. 2

#### Construction

Initial construction or expansion

istruction or expansion	•	
Cost of Construction at the firm's new or expanded facility	\$2,433,000	
If construction is by an outside contractor, estimate percent profit on the cost of construction:	4.00%	
Total construction salaries (A)	\$250,000	
Amount paid to average construction worker during the construction period (B)	\$16,666	A +C = B

	Number of construction workers (C)	<u> </u>	
	Household size of an average construction worker	4	
Expansion	ı II (if applicable):		
	Cost of Construction at the firm's new or expanded facility		
	If construction is by an outside contractor, estimate percent profit on the cost of construction:		
	Total construction salaries (A)		
	Amount paid to average construction worker during the construction period (B)		4 ÷C = B
	Number of construction workers (C)		
	Household size of an average construction worker		
Visitors			
Number o	f out-of-town visitors expected at the firm:		
	Year 1 30 6		
	7		
	3 4 9		
	5 10		
Number o	f days that each visitor will stay in the area1		
Number o	f nights that a typical visitor will stay in a local hotel or motel:		
	In the City of Olathe 1 Anywhere in the county 1		

Firm Data Sheet May 2019

Sales Tax Exemption Certificate

Prior to the contractor starting construction on the project, that applicant shall notify the City Clerk whether or not to proceed with an applicant for a sales tax exemption from the state of

Project Completion and Processing of the Tax Abatement

Prior to the completion of the project, the applicant shall inform the City and Bond Counsel to proceed with the state board of tax appeals for a tax abatement on the project.

May 21, 2019

#### **Single Series Bonds**

Carrier Services Plus, LLC
(HP Distribution)
Industrial Revenue Bond & Tax Abatement Project
Executive Summary



Located on the following Parcel: DP53100000 0001

#### Introduction

The City has received an approximately \$3,000,000 industrial revenue bond application from Carrier Services Plus, LLC ("Applicant") for construction of transportation terminal space on 6.5 acres at Dennis Avenue and (future) Pine Street, west of the BNSF railroad tracks. The Applicant anticipates construction of approximately 21,400 square feet of space to accommodate transportation terminal uses. The Applicant seeks to have the project, which will be constructed on the 6.5-acre parcel in the Olathe Commerce Center development (former Delphi site), receive a 10-year, 50% property tax abatement in conjunction with the issuance of the City's industrial revenue bonds. This project is applying for and falls under the City's tax abatement policy for a master resolution abatement, Resolution 18-1111 and Policy F-5 with an investment over \$10 million for new businesses. The master resolution will have an overall investment of over \$41 million in land, buildings and infrastructure cost.

Bonds for this first phase project are expected to be issued in one series. This series of bonds to be issued would allow the Applicant to construct 21,400 square foot of transportation terminal space on a 6.5-acre parcel. The Applicant requests issuance of an amount not to exceed \$3,000,000 of industrial revenue bonds for construction of this building. The proceeds from the bonds would be divided as follows: \$567,000 of the bonds would cover costs to acquire the land for the project, \$2,433,000 of the bonds would cover costs to construct the building, and no funds would be allocated to cover costs to purchase machinery and equipment for the building. It is expected an investment would still be made in FF&E at this project.

The following information about this request relates to the projected impacts of the building planned for construction and was derived from the attached application materials.

#### **Employment**

The project is expected to create 160 new jobs over the next 10 years. The average salaries are expected to be \$42,000 in the first year. These jobs would create approximately \$42,407,980 in total new wages to the Olathe economy over the next 10 years.

#### **Machinery & Equipment**

The application does not include a request for bond revenues for furniture, fixtures or equipment for this first phase project. It is expected however that FF&E items will be purchased adding to the expected sales tax generated by the project.

#### **IRB Request**

This request is for a master resolution to be created in an amount not to exceed \$41,681,920. The first series request is to issue industrial revenue bonds in a single series for the construction of 21,400 square feet of space. It is anticipated that the bonds will be taxable industrial revenue bonds backed by the revenue generated from the facility. The applicant plans to purchase the bonds.

#### **Tax Abatement Request**

The Applicant is requesting a 10-year, 50% property tax abatement for its project, under the City's Tax Abatement Resolution 18-1111 and Policy F-5. The abatement would be for the new investment in improvements associated with the request to issue bonds for the project. The level of capital investment meets the criteria for a 10-year property tax abatement for new businesses under the City's tax abatement policy, Resolution No. 18-1111, as the industrial park will result in an investment over \$10 million (new Olathe business application).

#### **Taxes**

Current estimated property taxes generated at this site (entire 66-acre parcel taxes are below) (all jurisdictions): \$3,618 (city portion of taxes - \$345) based on a 2018 appraised value of \$117,850 and an assessed value of \$14,142). The future additional property taxes generated by this project have been computed using a targeted level of real property estimated appraised value at build out that is \$1,825,000 (building only). This investment will result in approximately \$58,376 in <a href="new">new</a> annual property taxes at full value for all taxing jurisdictions, and \$29,188 in <a href="new">new</a> property taxes to the City. With a 50% property tax abatement, the tax revenue will be approximately \$291,880 for all jurisdictions over the 10-year abatement period, and \$55,675 to the City over the 10-year abatement period.

#### Sales

The project is expected to facilitate \$2,500,000 in new annual sales the first year growing to \$12,899,451 in year ten of the abatement. A total of \$64,896,705 in new sales is expected over the 10-year life of the abatement project as a result of the facility being constructed.

#### **Special Assessments**

There are currently no special assessments associated with this property.

#### **Franchise Fees**

It is expected that the project will generate \$800 in new franchise fees the first year and \$8,000 in franchise fees over the 10-year period.

#### Water, Sewer & Garbage

The applicant anticipates generating an additional \$6,960 in revenue from increased water and sewer service during the 10-year abatement period.

#### **Local Competition**

The first phase applicant will not be in competition with other local area companies.

#### **Annual Purchases**

The applicant has projected that the project would generate approximately \$2,000,000 in new operating expenditures in most years with the exception of one year where additional items will need to be replaced and purchased. Those purchases will total \$24,000,000 over the 10-year period, approximately 30% which will potentially be subject to sales taxes over the abatement period.

#### **Cost-Benefit Analysis**

As required by Kansas law, staff completed a cost-benefit analysis of the project on the City of Olathe. The Kansas, Inc. model reflects the impact upon the city, county, school district, and state. A variety of information concerning the firm, the construction, and the community was input into the model.

The cost-benefit model shows that the facility will have a benefit to cost ratio of 1.08 to 1 for the City of Olathe, which translates into an annual rate of return on the City's investment of taxes abated of 107.82%. The payback period for incentives and taxes abated will be approximately 10 years.

#### **County & School District Impact**

It is expected that the project will bring approximately 208 total new jobs (direct and in-direct) to the City, with 328 new residents moving into Johnson County over the next 10 years. This project will be located in the Olathe School District. Of the new residents, 70% are expected to move into the Olathe School District. The impact on the school district would be about 115 new students over the next 10 years. Per Kansas law, the City will provide written information to the County and the School District pertaining to this request.

#### **Performance Agreement**

The applicant has been informed that a performance agreement will be required as part of a tax abatement for the project which is locating at Dennis Avenue and (future) Pine Street, west of the BNSF railroad tracks. The minimum targeted expenditures would be approximately 80% of the projected bond issuance for this project, or \$2,400,000.

### **Firm Data Sheet**

Information for firm that will occupy the facility and its employees PLEASE NOTE APPENDIX TWO (BOTTOM TABS)

Use information on firm that will occupy the facility

Name of Firm

Name of F	irm		,		
		HP Distribution, LL	_C		
Description	n of the firm	's location or expan	sion in the comn	nunity:	
New Trans	sportation Te	erminal Lot 1 OCP	Dennis Ave		
Requested	l tax abatem	nent term in years	10	Abatement percentage reque	ested 50%
Square foo	otage of the	facility Bldg 1	4000 sq ft grou	nd level 3200 sq ft upper level	Bldg 2 14.200 sq ft
Acerage of	f land the pr	oject will occupy	_	6.57	
NAICS or S	SIC Code				
Market Val	lue of the fir	m's initial new or ac	dditional investm	ent in:	
	_	nd Improvements Fixtures and Equipi ts	nent _ - -	\$567,000 \$2,433,000 \$3,000,000	
Project exp	oansion (if a	cceptable):			
	Year of exp	pansion	2019		
	Additional	investment in: Land Building and Impro Furniture, Fixtures			_
Total Sales	s (from the r	most current comple	eted fiscal year):		
	Year	2018	\$9,573	3,000	
New or add	ditional sale	s of the firm - as a	result of the proje	ect:	
	Year 1	\$2,500,000	6	\$6,220,800	
	2	\$3,000,000	<u> </u>	\$7,464,960	
	3	\$3,600,000	<u> </u>	\$8,957,952	

Percent of those sales subject to sales tax in the:

\$4,320,000

\$5,184,000

9

10

\$10,749,542

\$12,899,451

4

5

City (Olathe)	0%
County (Johnson)	0%
State (Kansas)	0%

Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:

10%

New or Additional annual purchases of the firm as a result of the project: (items used in operations of business, not inventory that will be sold)

Year	
1	\$2,000,000
2	\$2,000,000
3	\$2,000,000
4	\$2,000,000
5	\$2,000,000
6	\$6,000,000
7	\$2,000,000
8	\$2,000,000
9	\$2,000,000
10	\$2,000,000

Percent of those purchases subject to sales taxes in the:

City (Olathe)	10%
County (Johnson)	20%
State (Kansas)	30%

Additional annual utilities that will be used by the firm as a result of the project

Water	\$3,600
Wastewater	\$3,600
Telephone	N/A
Electricity	\$10,000
Gas	\$6,000
Garbage	\$1,500
Cable	N/A

Number of new employees to be hired each year (to be used to complete Appendix II)

Year		Total
1	25	25
2	15	40
3	15	55
4	15	70
5	15	85
6	15	100
7	15	115
8	15	130

9	15	145
10	15	160

Number of new employees moving to the county each year (use numbers from above):

Year	From Out-of-State	From Another Kansas County	Will not move	Total
1	6	8	11	25
2	3	4	8	15
3	3	4	8	15
4	3	4	8	15
5	3	4	8	15
6	3	4	8	15
7	3	4	8	15
8	3	4	8	15
9	3	4	8	15
10	3	4	8	15
Total	33	44	83	160

Average annual salary of all employees:

Year	
1	\$42,000
2	\$42,630
3	\$43,269
4	\$43,918
5	\$44,577
6	\$45,246
7	\$45,924
8	\$46,613
9	\$47,312
10	\$48,022

Household size of a typical new worker 4

Number of school age children in the household of a typical new worker 2

#### Construction

Initial construction or expansion

Cost of Construction at the firm's new or expanded facility \$2,433,000

If construction is by an outside contractor, estimate percent profit on the cost of construction: 4.00%Total construction salaries (A) \$250,000

Amount paid to average construction worker during the construction period (B) \$16,666  $A \div C = B$ 

	Number of construction workers (C)	15
	Household size of an average construction worker	4
Expansion	II (if applicable):	
	Cost of Construction at the firm's new or expanded facility	
	If construction is by an outside contractor, estimate percent profit on the cost of construction:	
	Total construction salaries (A)	
	Amount paid to average construction worker during the construction period (B)	$A \div C = B$
	Number of construction workers (C)	
	Household size of an average construction worker	
Visitors		
Number of	out-of-town visitors expected at the firm:	
	Year         1       30       6       30         2       30       7       30         3       30       8       30         4       30       9       30         5       30       10       30    days that each visitor will stay in the area 1	
Number of	nights that a typical visitor will stay in a local hotel or motel:	
	In the City of Olathe 1 Anywhere in the county 1	

Firm Data Sheet January 2018

#### Sales Tax Exemption Certificate

Prior to the contractor starting construction on the project, that applicant shall notify the City Clerk whether or not to proceed with an applicant for a sales tax exemption from the state of Kansas.

Project Completion and Processing of the Tax Abatement

Prior to the completion of the project, the applicant shall inform the City and Bond Counsel to proceed with the state board of tax appeals for a tax abatement on the project.

APPENDIX II (	must co	rrespon	d with a	bove in	formatio	on)					
New jobs to be creat	ed in each of	the next te	n years								
Occupational Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Average Starting Wage (use current pay scale)
Management	1	0	0	0	1	0	1	0	0	0	\$65,000
Office / Clerical	2	0	0	0	2	0	0	0	0		\$38,000
Professional	0	0	0	0	0	0	0	0	0	0	\$0
Skilled	20	13	13	13	12	13	13	13	13	13	\$57,000
Unskilled	2	2	2	2	0	2	1	2	2	2	\$25,000
Total	25	15	15	15	15	15	15	15	15	15	

#### **About this Cost-Benefit Analysis Report**

This cost-benefit analysis report was prepared using the Kansas Tax Abatement Cost-Benefit Model - a computer program that analyzes economic and fiscal impact. The pages that follow, in this report, show the impact that the firm included in this analysis, the firm's employees and workers in spin-off jobs will have on the community and the state.

The <u>economic impact</u> over the next ten years is calculated along with the accompanyin <u>public costs</u> and benefits for the State of Kansas and the taxing entities included in this analysis.

This analysis also shows the effect of tax abatements and incentives that may be considered for the firm

Here is how the analysis was performed:

- 1. Data was entered for the state and community's tax and other rates; the firm and it's employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors
- 2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-

These are the report sections:

<u>Summary of Costs and Benefits for all Taxing Entities</u> This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

The Economic Impact that the Firm will have on the Community

This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

<u>Costs and Benefits for Each Taxing Entity</u> These report pages summarize the costs and benefits fo the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for your taxing entities - - - sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, payments by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity and cost-benefit ratios.

# A Tax Abatement Cost-Benefit Analysis of HP Distribution Under JDC master resolution

City or County where the firm is or will be located:

City of Olathe

Date of Analysis:

Tuesday, May 14, 2019

Description of the firm's location or expansion in the community:

Transportation terminal on Lot 1

This report includes an analysis of costs and benefits from the firm for the following taxing entities, where the firm is or will be located. These taxing entities, with the exception of a neighboring school district, if shown, are considering tax abatements or incentives for the firm:

City:

County:

Olathe

School District:

Johnson

School District:

**Olathe School District** 

A neighboring School District:

**Gardner-Edgerton Schools** 

**Special Taxing District:** 

**Johnson County Community Colleg** 

**Special Taxing District:** 

**School District Excluded Mills** 

State of Kansas

# Contents of this report:

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Costs and Benefits for:	

City:	Olathe	Page 7
County:	Johnson	Page 9
School District:	Olathe School District	Page 11
A neighboring School District:	Gardner-Edgerton Schools	Page 13
Special Taxing District:	Johnson County Community College	Page 15
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State of Kansas		Page 19

Data Used in this Analysis, if included, follows the Costs and Benefits for the State of Kansas

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#### Present Value

The present value of the expected cash flow over the next ten years - the excess of benefits over cost-for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable--by expressing them in today's dollars or in present value.

Generally, a positive present value indicates an acceptable investment.

#### Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted.

The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

#### Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is annual rate of return, over the next ten years, on each taxing entity's investment in the firm.

Generally, a rate of return in excess of the taxing entity's cost of capital is considered desirable.

#### Cost-Benefit Ratio

The cost-benefit ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a cost-benefit ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a cost-benefit ratio of .75 shows that public benefits are only 75 percent of public costs -- costs exceed benefits.

Generally, a cost-benefit ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

<u>Data Used in this Analysis</u> These report pages, if included, show the data used in this cost-benefit analysis.

## Summary of Costs and Benefits for all Taxing Units

#### Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues	Total Benefits
City: Olathe	\$255,331	\$214,396	\$14,960			\$331,285	\$815,972
County: Johnson	\$394,449	\$168,971				\$1,315,665	\$1,879,085
S. D: Olathe School Distri		\$439,831			\$9,770,031		\$10,209,862
S. D: Gardner-Edgerton		\$0			\$0		\$0
Johnson County Commu		\$85,066				\$179,139	\$264,205
School District Excluded		\$71,283				\$18,049,863	\$18,121,146
State of Kansas	\$2,368,864	\$114,898		\$4,107,869		\$670,217	\$7,261,848

#### Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Costs, Incentives and Taxes Abated
City: Olathe	\$617,323		\$100,812	\$0	\$718,136
County: Johnson	\$501,611		\$78,581	\$0	\$580,192
S. D: Olathe School Distri		\$9,770,031	\$209,279		\$9,979,309
S. D: Gardner-Edgerton		\$0			\$0
Johnson County Commu	\$81,713		\$38,274		\$119,987
School District Excluded	\$27,509,820		\$0		\$27,509,820
State of Kansas	\$601,408	\$3,687,779	\$55,764	\$0	\$4,344,951

#### Net Benefits:

	Total Benefits	Total Costs Incentives and Taxes Abated	Net Benefits	
City: Olathe	\$815,972	\$718,136	\$97,836	
County: Johnson	\$1,879,085	\$580,192	\$1,298,892	
S. D: Olathe School Distri	\$10,209,862	\$9,979,309	\$230,552	
S. D: Gardner-Edgerton	\$0	\$0	\$0	
Johnson County Commu	\$264,205	\$119,987	\$144,218	
School District Excluded	\$18,121,146	\$27,509,820	(\$9,388,675)	
State of Kansas	\$7,261,848	\$4,344,951	\$2,916,897	

#### Other:

	Present Value of Net Benefits to be Received Over the next 10 Years	Present Value of Incentives and Taxes Abated Over the next 10 Years	Payback Period for Incentives and Taxes Abated	Rate of Return over the next 10 years on Investment of Incentives and Taxes Abated	Cost-Benefit Ratio
City: Olathe	\$65,701	\$60,933	10 Years	107.82%	1.08
County: Johnson	\$703,662	\$47,495	2 Years	1481.55%	14.82
S. D: Olathe School Distri	\$137,240	\$126,502	9 Years	108.49%	1.08
S. D: Gardner-Edgerton	\$0				
Johnson County Commu	\$79,072	\$23,136	4 Years	341.78%	3.42
School District Excluded	(\$4,995,469)	\$0	N/A	0.00%	0.00
State of Kansas	\$1,459,952	\$33,704	1 Year	4331.69%	43.32

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## The Economic Impact of the Firm

	In the first year	Over the next ten years
Number of jobs to be created	32	208
Number of new residents in the community	60	328
Number of additional students in the local school district	21	115
Increase in local personal income	\$945,000	\$38,167,028
Increase in local retail sales	\$425,250	\$17,175,163
Increase in the community's property tax base	\$3,035,389	\$4,588,563

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## Costs and Benefits for the City of: Olathe

Benefits to the city from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues	Total
Construction Period	\$788	\$0	\$0	\$50,000	\$50,788
1	\$8,477	\$18,404	\$1,496	\$7,462	\$35,839
2	\$11,840	\$18,948	\$1,496	\$11,571	\$43,854
3	\$15,302	\$19,559	\$1,496	\$15,851	\$52,208
4	\$18,867	\$20,240	\$1,496	\$20,308	\$60,911
5	\$22,536	\$20,995	\$1,496	\$24,948	\$69,975
6	\$32,311	\$21,718	\$1,496	\$29,776	\$85,301
7	\$30,195	\$22,462	\$1,496	\$34,799	\$88,952
8	\$34,191	\$23,228	\$1,496	\$40,022	\$98,937
9	\$38,300	\$24,016	\$1,496	\$45,452	\$109,264
10	\$42,526	\$24,828	\$1,496	\$51,095	\$119,944
Total	\$255,331	\$214,396	\$14,960	\$331,285	\$815,972

The City's costs, property taxes abated and incentives provided to the firm:

Year	City Costs for the firm and Municipal Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$35,081	\$9,152	\$0	\$44,234
2	\$40,379	\$9,347	\$0	\$49,727
3	\$45,899	\$9,546	\$0	\$55,445
4	\$51,647	\$9,750	\$0	\$61,396
5	\$57,630	\$9,957	\$0	\$67,588
6	\$63,857	\$10,169	\$0	\$74,026
7	\$70,334	\$10,386	\$0	\$80,720
8	\$77,071	\$10,607	\$0	\$87,678
9	\$84,073	\$10,833	\$0	\$94,907
10	\$91,351	\$11,064	\$0	\$102,415
Total	\$617,323	\$100,812	\$0	\$718,136

# Net Costs and Benefits for the City of: Olathe

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$50,788	\$0	\$50,787	\$50,787	\$0
1	\$35,839	\$44,234	(\$8,396)	(\$7,633)	\$8,320
2	\$43,854	\$49,727	(\$5,873)	(\$4,854)	\$7,724
3	\$52,208	\$55,445	(\$3,238)	(\$2,433)	\$7,172
4	\$60,911	\$61,396	(\$486)	(\$332)	\$6,659
5	\$69,975	\$67,588	\$2,387	\$1,482	\$6,182
6	\$85,301	\$74,026	\$11,274	\$6,363	\$5,740
7	\$88,952	\$80,720	\$8,231	\$4,223	\$5,329
8.	\$98,937	\$87,678	\$11,259	\$5,252	\$4,948
9	\$109,264	\$94,907	\$14,357	\$6,088	\$4,594
10	\$119,944	\$102,415	\$17,529	\$6,758	\$4,265
Total	\$815,972	\$718,136	\$97,836	\$65,701	\$60,933

Discounted payback period for taxes abated and incentives	10 Years
Average annual rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm	107.82%
Cost-Benefit Ratio	1.08

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## **Costs and Benefits for Johnson County**

Benefits to the county from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues	Total	
Construction Period	\$1,844	\$0	\$0	\$1,844	
1	\$13,928	\$14,360	\$35,031	\$63,319	
2	\$18,888	\$14,806	\$54,223	\$87,917	
3	\$23,994	\$15,313	\$74,216	\$113,524	
4	\$29,251	\$15,884	\$95,037	\$140,171	
5	\$34,661	\$16,522	\$116,710	\$167,893	
6	\$52,029	\$17,128	\$139,264	\$208,421	
7	\$45,956	\$17,754	\$162,726	\$226,436	
8	\$51,849	\$18,398	\$187,124	\$257,371	
9	\$57,908	\$19,061	\$212,487	\$289,457	
10	\$64,140	\$19,745	\$238,846	\$322,731	
Total	\$394,449	\$168,971	\$1,315,665	\$1,879,085	

The County's costs, property taxes abated and incentives provided to the firm:

Year	County Costs for the firm and County Services for New Residents	Property Taxes Abated	Incentives	Total	
Construction Period	\$0	\$0	\$0	\$0	
1	\$13,223	\$7,134	\$O	\$20,357	
2	\$20,567	\$7,286	<b>\$</b> 0	\$27,853	
3	\$28,217	\$7,441	<b>\$</b> 0	\$35,658	
4	\$36,183	\$7,600	<b>\$0</b>	\$43,783	
5	\$44,476	\$7,762	<b>\$</b> O	\$52,238	
6	\$53,106	\$7,927	<b>\$0</b>	\$61,033	
7	\$62,084	\$8,096	<b>\$</b> 0	\$70,179	
8	\$71,419	\$8,268	\$0	\$79,687	
9	\$81,125	\$8,444	\$O	\$89,569	
10	\$91,211	\$8,624	\$0	\$99,835	
Total	\$501,611	\$78,581	\$0	\$580,192	

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# **Net Costs and Benefits for Johnson County**

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$1,844	\$0	\$1,843	\$1,843	\$0
1	\$63,319	\$20,357	\$42,962	\$39,056	\$6,485
2	\$87,917	\$27,853	\$60,064	\$49,639	\$6,021
3	\$113,524	\$35,658	\$77,865	\$58,501	\$5,590
4	\$140,171	\$43,783	\$96,388	\$65,834	\$5,190
5	\$167,893	\$52,238	\$115,655	\$71,812	\$4,819
6	\$208,421	\$61,033	\$147,388	\$83,196	\$4,474
7	\$226,436	\$70,179	\$156,256	\$80,184	\$4,154
8	\$257,371	\$79,687	\$177,683	\$82,890	\$3,857
9	\$289,457	\$89,569	\$199,887	\$84,771	\$3,581
10	\$322,731	\$99,835	\$222,896	\$85,936	\$3,324
Total	\$1,879,085	\$580,192	\$1,298,892	\$703,662	\$47,495

Discounted payback period for taxes abated and incentives	2 Years
Average annual rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm	1481.55%
Cost-Benefit Ratio	14.82

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# Costs and Benefits for the School District where the firm is or will be located: Olathe School Di

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total	
1	\$38,164	\$265,810	\$303,974	
2	\$39,230	\$407,207	\$446,437	
3	\$40,411	\$554,507	\$594,918	
4	\$41,712	\$707,898	\$749,610	
5	\$43,140	\$867,571	\$910,711	
6	\$44,519	\$1,033,725	\$1,078,244	
7	\$45,936	\$1,206,564	\$1,252,500	
8	\$47,393	\$1,386,297	<b>\$1,433</b> ,691	
9	\$48,892	\$1,573,139	\$1,622,032	
10	\$50,433	\$1,767,312	\$1,817,745	
Total	\$439,831	\$9,770,031	\$10,209,862	

Total costs for the School District:

Year	Additional Costs	Property Taxes Abated	Total	
1	\$265,810	\$18,999	\$284,809	
2	\$407,207	\$19,404	\$426,611	
3	\$554,507	\$19,817	\$574,325	
4	\$707,898	\$20,239	\$728,137	
5	\$867,571	\$20,671	\$888,242	
6	\$1,033,725	\$21,111	\$1,054,836	
7	\$1,206,564	\$21,561	\$1,228,125	
8	\$1,386,297	\$22,020	\$1,408,317	
9	\$1,573,139	\$22,489	\$1,595,628	
10	\$1,767,312	\$22,968	\$1,790,280	
Total	\$9,770,031	\$209,279	\$9,979,309	

## Net Costs and Benefits for the School District: Olathe School District

Year	Public Benefits	Total Costs and PropertyTaxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$303,974	\$284,809	\$19,164	\$17,422	\$17,272
2	\$446,437	\$426,611	\$19,826	\$16,385	\$16,036
3	\$594,918	\$574,325	\$20,593	\$15,472	\$14,889
4	\$749,610	\$728,137	\$21,472	\$14,666	\$13,824
5	\$910,711	\$888,242	\$22,469	\$13,951	\$12,835
6	\$1,078,244	\$1,054,836	\$23,407	\$13,213	\$11,917
7	\$1,252,500	\$1,228,125	\$24,375	\$12,508	\$11,064
8	\$1,433,691	\$1,408,317	\$25,373	\$11,837	\$10,272
9	\$1,622,032	\$1,595,628	\$26,403	\$11,197	\$9,537
10	\$1,817,745	\$1,790,280	\$27,465	\$10,589	\$8,855
Total	10,209,862	\$9,979,309	\$230,552	\$137,240	\$126,502

Discounted payback period for taxes abated and incentives	9 Years
Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm	108.49%
Cost-Benefit Ratio	1.08

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# Costs and Benefits for a neighboring School District: Gardner-Edgerton Schools

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total	
1	\$0	\$0	\$0	
2	\$0	\$0	\$0	
3	\$0	\$0	\$0	
4	\$0	\$0	\$0	
5	\$0	\$0	<b>\$</b> 0	
6	\$0	\$0	<b>\$</b> 0	
7	\$0	\$0	\$0	
8	\$0	\$0	\$0	
9	\$0	\$0	<b>\$</b> 0	
10	\$0	\$0	\$0	
Total	\$0	\$0	\$0	

Total costs for the School District:

Year	Additional Costs	
1	\$0	
2	\$0	
3	\$0	
4	\$0	
5	\$0	
6	\$0	
7	\$0	
8	\$0	
9	\$0	
10	\$0	
Total	\$0	

## Net Costs and Benefits for the School District: Gardner-Edgerton Schools

	Year	Public Benefits	Total Costs	Net Benefits or (Costs)	Present Value of Net Benefits		
	1	\$0	\$0	\$0	\$0		
	2	\$0	\$0	\$0	\$0		
	3	\$0	\$0	\$0	\$0		
	4	\$0	\$0	\$0	\$0		
	5	\$0	\$0	\$0	\$0		
	6 ·	\$0	\$0	\$0	\$0		
	7	\$0	\$0	\$0	\$0		
	8	\$0	\$0	\$0	\$0		
	9	\$0	\$0	\$0	<b>\$</b> 0		
	10	\$0	\$0	\$0	\$0		
	Total	\$0	\$0	\$0	\$0		
Discounted payback period for taxes abated and incentives							
	Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm						
Cost-Benefi	Cost-Benefit Ratio						

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# Costs and Benefits for Special Taxing District: Johnson County Community College

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total	
1	\$7,016	\$4,275	\$11,291	
2	\$7,267	\$6,986	\$14,252	
3	\$7,559	\$9,810	\$17,369	
4	\$7,897	\$12,751	\$20,648	
5	\$8,281	\$15,814	\$24,094	
6	\$8,641	\$19,000	\$27,642	
7	\$9,013	\$22,316	\$31,329	
8	\$9,397	\$25,764	\$35,161	
9 ·	\$9,793	\$29,349	\$39,142	
10	\$10,202	\$33,075	\$43,277	
Total	\$85,066	\$179,139	\$264,205	

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total	
1	\$1,950	\$3,475	\$5,425	
2	\$3,186	\$3,549	\$6,735	
3	\$4,475	\$3,624	\$8,099	
4	\$5,816	\$3,702	\$9,518	
5	\$7,213	\$3,780	\$10,994	
6	\$8,667	\$3,861	\$12,528	
7	\$10,179	\$3,943	\$14,122	
8	\$11,752	\$4,027	\$15,779	
9	\$13,387	\$4,113	\$17,500	
10	\$15,087	\$4,201	\$19,287	
Total	\$81,713	\$38,274	\$119,987	

# Net Costs and Benefits for Special Taxing District: Johnson County Community College

Year	Public Benefits	Total Costs and PropertyTaxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$11,291	\$5,425	\$5,865	\$5,332	\$3,159
2	\$14,252	\$6,735	\$7,516	\$6,212	\$2,933
3	\$17,369	\$8,099	\$9,270	\$6,965	\$2,723
4	\$20,648	\$9,518	\$11,130	\$7,602	\$2,528
5	\$24,094	\$10,994	\$13,100	\$8,134	\$2,347
6	\$27,642	\$12,528	\$15,113	\$8,531	\$2,179
7	\$31,329	\$14,122	\$17,206	\$8,829	\$2,023
8	\$35,161	\$15,779	\$19,381	\$9,041	\$1,879
9	\$39,142	\$17,500	\$21,641	\$9,178	\$1,744
10	\$43,277	\$19,287	\$23,989	\$9,249	\$1,619
Total	\$264,205	\$119,987	\$144,218	\$79,072	\$23,136

Discounted payback period for taxes abated and incentives	4 Years
Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm	341.78%
Cost-Benefit Ratio	3.42

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# Costs and Benefits for Special Taxing District: School District Excluded Mills

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total	
1	\$6,040	\$491,076	\$497,116	
2	\$6,231	\$752,304	\$758,534	
3	\$6,448	\$1,024,437	\$1,030,884	
4	\$6,693	\$1,307,822	\$1,314,514	
5	\$6,967	\$1,602,814	\$1,609,781	
6	\$7,227	\$1,909,779	\$1,917,007	
7	\$7,496	\$2,229,095	\$2,236,590	
8	\$7,772	\$2,561,146	\$2,568,918	
9	\$8,058	\$2,906,332	\$2,914,389	
10	\$8,351	\$3,265,060	\$3,273,411	
Total	\$71,283	\$18,049,863	\$18,121,146	

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total	
1	\$738,225	\$0	\$738,225	
2	\$1,138,379	\$0	\$1,138,379	
3	\$1,555,244	\$0	\$1,555,244	
4	\$1,989,352	\$0	\$1,989,352	
5	\$2,441,247	\$0	\$2,441,247	
6	\$2,911,490	\$0	\$2,911,490	
7	\$3,400,658	\$0	\$3,400,658	
8	\$3,909,344	\$0	\$3,909,344	
9	\$4,438,157	\$0	\$4,438,157	
10	\$4,987,724	\$0	\$4,987,724	
Total	\$27,509,820	\$0	\$27,509,820	

# Net Costs and Benefits for Special Taxing District: School District Excluded Mills

Year	Public Benefits	Total Costs and PropertyTaxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$497,116	\$738,225	(\$241,109)	(\$219,190)	\$0
2	\$758,534	\$1,138,379	(\$379,845)	(\$313,921)	\$0
3	\$1,030,884	\$1,555,244	(\$524,360)	(\$393,959)	\$0
4	\$1,314,514	\$1,989,352	(\$674,838)	(\$460,923)	\$0
5	\$1,609,781	\$2,441,247	(\$831,467)	(\$516,276)	\$0
6	\$1,917,007	\$2,911,490	(\$994,484)	(\$561,360)	\$0
7	\$2,236,590	\$3,400,658	(\$1,164,069)	(\$597,351)	\$0
8	\$2,568,918	\$3,909,344	(\$1,340,426)	(\$625,319)	\$0
9	\$2,914,389	\$4,438,157	(\$1,523,768)	(\$646,226)	\$0
10	\$3,273,411	\$4,987,724	(\$1,714,313)	(\$660,942)	\$0
Total	18,121,146	\$27,509,820	(\$9,388,675)	(\$4,995,469)	\$0

Discounted payback period for taxes abated and incentives .	N/A
Average annual rate of return over the next ten years on the district's investment of taxes abated and incentives for the fire	
Cost-Benefit Ratio	0.00

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#### Costs and Benefits for the State of Kansas

Benefits to the State from the firm, its employees and spin-off benefits:

		Property	Corporate and Personal	Other State	
Year	Sales Taxes	Taxes	Income Taxes	Revenues	Total
Construction Period	\$11,375	\$0	\$6,211	\$0	\$17,586
1	\$86,050	\$10,151	\$60,988	\$17,492	\$174,680
2	\$115,188	\$10,408	\$93,121	\$27,338	\$246,054
3	\$145,189	\$10,684	\$127,251	\$37,596	\$320,719
4	\$176,074	\$10,981	\$163,547	\$48,278	\$398,880
5	\$207,861	\$11,301	\$202,208	\$59,398	\$480,767
6	\$318,571	\$11,614	\$506,502	\$70,970	\$907,657
7	\$274,221	\$11,936	\$594,159	\$83,008	\$963,324
8	\$308,842	\$12,266	\$686,162	\$95,527	\$1,102,796
9	\$344,440	\$12,605	\$782,882	\$108,542	\$1,248,468
10	\$381,055	\$12,952	\$884,841	\$122,067	\$1,400,916
Total	\$2,368,864	\$114,898	\$4,107,869	\$670,217	\$7,261,848

The State's costs, property taxes abated and incentives provided to the firm:

	State Costs for the				
Year	firm and Services for New Residents	Cost of Educating New Students	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$15,732	\$100,332	\$5,063	\$0	\$121,127
2	\$24,560	\$153,704	\$5,170	\$0	\$183,434
3	\$33,757	\$209,303	\$5,280	\$0	\$248,341
4	\$43,335	\$267,202	\$5,393	\$0	\$315,930
5	\$53,306	\$327,472	\$5,508	\$0	\$386,285
6	\$63,681	\$390,188	\$5,625	\$0	\$459,495
7	\$74,475	\$455,428	\$5,745	\$0	\$535,647
8	\$85,699	\$523,269 <sub>_</sub>	\$5,867	\$0	\$614,836
9	\$97,368	\$593,794	\$5,992	\$0	\$697,154
10	\$109,495	\$667,086	\$6,120	\$0	\$782,701
Total	\$601,408	\$3,687,779	\$55,764	\$0	\$4,344,951

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#### Net costs and benefits for the State of Kansas:

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$17,586	\$0	\$17,585	\$17,585	\$0
1	\$174,680	\$121,127	\$53,553	\$48,684	\$4,602
2	\$246,054	\$183,434	\$62,619	\$51,751	\$4,273
3	\$320,719	\$248,341	\$72,378	\$54,378	\$3,967
4	\$398,880	\$315,930	\$82,949	\$56,655	\$3,683
5	\$480,767	\$386,285	\$94,482	\$58,665	\$3,419
6	\$907,657	\$459,495	\$448,162	\$252,975	\$3,175
7	\$963,324	\$535,647	\$427,676	\$219,465	\$2,948
8	\$1,102,796	\$614,836	\$487,960	\$227,636	\$2,737
9	\$1,248,468	\$697,154	\$551,313	\$233,810	\$2,541
10	\$1,400,916	\$782,701	\$618,214	\$238,348	\$2,359
Total	\$7,261,848	\$4,344,951	\$2,916,897	\$1,459,952	\$33,704

Discounted payback period for taxes abated and incentives	1 Year
Average annual rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm	4331.69%
Cost-Benefit Ratio	43.32

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# Local rates and constants used in the Analysis of HP Distribution Under JDC master resolution

1 CONT 1 A VAN	
ACALD AD	

Olat	e City name		
24.406	City mill levy		
\$296,642	Average market value of new residential property in the city		
1.500%	City sales tax rate		
6.000%	City transient guest tax rate		
\$103	Annual net revenues per household for city owned utilities		
\$236	Average annual utility franchise fees collected per household		
\$103	Annual revenues per resident, in addition to property, transient guest and sales taxes, utilities and utility franchise fees		
\$133	The city's annual marginal cost of providing municipal services, excluding utilities, to each new resident		
\$94	Annual per worker revenues for the city from businesses in addition to property,transient guest and sales taxes and utilities		
\$121	Annual marginal cost, per worker, of providing city services, excluding utilities, to businesses		

# County:

Print, St. Steinfall Street, St.		_	
Johnson		Name of county	
19.0240	County mill levy		
\$281,260	Average market	value of new residential property in the county	
1.475%	County sales tax rate		
0.000%	County transient guest tax rate		
\$496	The county's annual revenues per resident, excluding property; transient guest and sales taxes		
\$171	The county's ann	nual marginal cost of providing municipal services to each new resident	
1.00	Regional econon	nic multiplier adjustment for the County	
\$218		er revenues for the county from businesses perty,transient guest and sales taxes and utilities	
\$121	The county's anr businesses	nual marginal cost, per worker, of providing services to	

# School District 1 -- Where the firm is or will be located

Olathe School District		Name of school district	
50.665	School district 1's local option mill levy		
\$271,856	Average market value of new residential property in school district 1		
\$12,734	School district 1's estimated marginal cost per child		
\$8,361	State funding per child in school district 1		
\$4,373.00	Federal and oth	ner annual funding per child in school district 1	

# School District 2 -- A neighboring school district where some of the firms's new employees will live

Gardner-Edgerton Schools Name of school district

45.969	School district 2's local option mill levy
\$194,904	Average market value of new residential property in school district 2
\$12,155	School district 2's estimated marginal cost per child
\$8,816	State funding per child in school district 2
\$3,339.00	Federal and other annual funding per child in school district 2

# Special Taxing District 1 -- Where the firm is or will be located:

Johnson County	Community College Special tax district 1	
9.266	Special tax district 1's mill levy	
\$416,511	Average market value of new residential property in special tax district 1	
\$0.00	Special tax district 1's cost per resident	
\$0.00	Special tax district 1's annual addl. revenues (excl prop taxes) from each new resident	
\$78	The district's annual marginal cost, per worker, of providing services to businesses	
\$171	Annual per worker revenues for the district from businesses in addition to property sales taxes and utilities	

# Special Taxing District 2 -- Where the firm is or will be located:

School District	Excluded Mills Special tax district 2
8	Special tax district 2's mill levy
\$294,111	Average market value of new residential property in special tax district 2
\$11,154.00	Special tax district 2's cost per resident
\$8,234.00	Special tax district 2's annual addl. revenues (excl prop taxes) from each new resident
\$2,920	The district's annual marginal cost, per worker, of providing services to businesses
\$0	Annual per worker revenues for the district from businesses in addition to property sales taxes and utilities

# State of Kansas:

13.5	State mill levy
0.065	State sales tax rate
\$508.00	State's annual marginal revenues per new resident (excl property, income and sales taxes)
\$468.00	State's annual marginal cost of providing services to each new resident
0.115	State tax classification for residential real property
0.25	State tax classification for commercial and industrial real property
0	State tax classification for commercial and industrial machinery and equipment (7 years or more life)
0.3	State tax classification for all other tangible personal property:
7	Economic life, in years for straight line depreciation of commercial and industrial machinery & equipment
0	Minimum taxable value as a percent of retail cost of commercial and industrial machinery & equipment
\$180	The state's annual marginal cost, per worker, of providing services to businesses
\$212	Annual per worker revenues for the state from businesses, excluding property, income and sales taxes
45.00%	Percent of gross salary that a typical Kansas worker spends on taxable goods and services

### Personal Income Taxes:

Income >	Over	But Not Over	=	Tax	+	Tax Rate
	\$0	\$30,000		\$0		3.50%
	\$30,000	\$60,000		\$1,050		6.25%
	\$60,000			\$2,925		6.45%
Star	dard Deduction	> \$6,000				
Allowanc	e per: Exemption	> \$2,250				

# Corporate Income Taxes:

Corporate Income Tax Rate >	4.00%
Surtax Rate >	3.05%
Amount Over Which Surtax Applies >	\$50,000.00

#### Other Rates

2.13%	Inflation
10.00%	Discount rate for calculating the present value of costs and benefits

# Comments

UPDATED 5/19Updated 8/17 to account for the now excluded prorated 8 mills from the general school fund at the

#### Market or retail value of the firm's initial new or additional investment in:

\$567,000	Land	
\$2,433,000	Building and improvements	Sum of the firm's initial new or additional investment
\$0	Furniture, Fixtures and Equipment	\$3,000,000
Projected Expa	ansions	\$3,000,000
0	Year of 2nd Expansion	
\$0	Land	Sum of the firm's second expansion
\$0	Building and improvements	investment
\$0	Furniture, Fixtures and Equipment	\$0
0	Year of 3rd Expansion	
\$0	Land	Sum of the firm's third expansion
\$0	Building and improvements	investment
\$0	Furniture, Fixtures and Equipment	\$0
0	Year of 4th Expansion	Sum of the firm's fourth expansion
\$0	Land	investment
\$0	Building and improvements	\$0_
\$0	Furniture, Fixtures and Equipment	

#### Sales and Purchases

	additional sales the firm:	, till dat oper	ating expenditures bject to sales taxe
Year 1:	\$2,500,000	Year 1:	\$2,000,000
Year 2:	\$3,000,000	Year 2:	\$2,000,000
Year 3:	\$3,600,000	Year 3:	\$2,000,000
Year 4:	\$4,320,000	Year 4:	\$2,000,000
Year 5:	\$5,184,000	Year 5:	\$2,000,000
Year 6:	\$6,220,800	Year 6:	\$6,000,000
Year 7:	\$7,464,960	Year 7:	\$2,000,000
Year 8:	\$8,957,952	Year 8:	\$2,000,000
Year 9:	\$10,749,542	Year 9:	\$2,000,000
Year 10:	\$12,899,451	Year 10:	\$2,000,000
Total:	\$64,896,705	Total:	\$24,000,000

Percent of sales subject to sales taxes in the:

City: 0.00%
County: 0.00%
State: 0.00%

Percent of annual taxable operating expenditures in the:

City: 10.00%
County: 20.00%
State: 30.00%

% of sales on which state corporate income taxes will be computed (ie:Annual net taxable income)

2

10.00%

Will the Firm be located within City property tax jurisdiction? (Y or N): Y
Revenues from utilities and franchise fees

Net revenues from cityowned utilities provided to the firm City utility franchise fees to be collected on the firm's utility usage

**Construction period** \$0 Year 1: \$696 Year 2: \$696 Year 3: \$696 Year 4: \$696 Year 5: \$696 Year 6: \$696 Year 7: \$696 Year 8: \$696

Year 9:

Year 10:

Total:

\$696

\$696 \$6,960

Construction period	\$0
Year 1:	\$800
Year 2:	\$800
Year 3:	\$800
Year 4:	\$800
Year 5:	\$800
Year 6:	\$800
Year 7:	\$800
Year 8:	\$800
Year 9:	\$800
Year 10:	\$800
Total:	\$8,000

Payments by the firm and the cost of providing other services to the firm 4

Extra payments that the firm will make to the city, county and state -- those payments over and above property, sales and income taxes and utilities and other on-going payments made by all firms

• • • •		
	City	
Construction period:	\$50,000	
Year 1:	\$0	
Year 2:	\$0	
Year 3:	\$0	
Year 4:	\$0	
Year 5:	\$0	
Year 6:	\$0	
Year 7:	\$0	
Year 8:	\$0	
Year 9:	\$0	
Year 10:	\$0	
Total:	\$0	

	County
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total:	\$0

State			
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
	\$0		
Total:	\$0		

Extra cost of providing public services to the firm -- those services that are over and above incentives, utilities and typical services provided to all firms in the city, county and

_	City		
Construction period:	\$0		
Year 1:	\$25,704		
Year 2:	\$25,704		
Year 3:	\$25,704		
Year 4:	\$25,704		
Year 5:	\$25,704		
Year 6:	\$25,704		
Year 7:	\$25,704		
Year 8:	\$25,704		
Year 9:	\$25,704		
Year 10:	\$25,704		
Total:	\$257,040		

	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total:	\$0

County

	State
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total:	\$0

Number	of	nev	v emp	oloyees	to
be	hi	red	each	vear	

### Number of new employees moving to the county each year from out of state

# Total number of new employees moving to the county each year

Year 1:	25
Year 2:	15
Year 3:	15
Year 4:	15
Year 5:	15
Year 6:	15
Year 7:	15
Year 8:	15
Year 9:	15
Year 10:	15
Total:	160

Year 1:	6
Year 2:	3
Year 3:	3
Year 4:	3
Year 5:	3
Year 6:	3
Year 7:	3
Year 8:	3
Year 9:	3
Year 10:	3
Total:	33

Year 1:	14
Year 2:	7
Year 3:	7
Year 4:	7
Year 5:	7
Year 6:	7
Year 7:	7
Year 8:	7
Year 9:	7
Year 10:	7
Total:	77

New indirect employees who will be moving to the county, as a per cent of new direct employees:

From out-of-State:

0.00%

Total moving to the county:

5.00%

#### Employee salary and household information

6

# Average annual salaries of employees

Year 1:	\$42,000
Year 2:	\$42,630
Year 3:	\$43,269
Year 4:	\$43,918
Year 5:	\$44,577
Year 6:	\$45,246
Year 7:	\$45,924
Year 8:	\$46,613
Year 9:	\$47,312
Year 10:	\$48,022
Total:	\$449,513

#### Where new employees moving to the county will live

80.00%	In the City.
70.00%	In the school district where the firm is located.
0.00%	In school district 2
100.00%	In special taxing district 1.
100.00%	In special taxing district 2.
	_

Where employees will shop, as a percent of their total shopping:

80.00%	In Kansas.
60.00%	Within the County.
40.00%	In the City.

Household size of a typical new worker at the firm.

Number of school age children in the household of a typical new worker at the firm.

5.00%

Percent of new workers who move to the community that will

(1) buy new homes or mobile homes within the first five years or

(2) require the building of new residential units.

#### Value of incentives being offered to the firm:

0 4 4!	By the City	By the County	By the State
Construction period:	\$0	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

#### Percent of property taxes to be abated on:

4	ŕ	٠	

	Land
Year1	50.00%
Year2	50.00%
Year3	50.00%
Year4	50.00%
Year5	50.00%
Year6	50.00%
Year7	50.00%
Year8	50.00%
Year9	50.00%
Year10	50.00%

Improvements
50.00%
50.00%
50.00%
50.00%
50.00%
50.00%
50.00%
50.00%
50.00%
50.00%

**Buildings and** 

# 8 Equipment 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%

Furniture, Fixtures

#### Property taxes to be abated by the following taxing entities:

- ✓ = Yes Taxes to be abated
- ✓ City

- ✓ Special Taxing District 1
- **✓** County
- ☐ Special Taxing District 2
- ✓ School District
- ✓ The State

#### Construction

÷.,	Initial construction or expansion	2nd Expansion	3rd Expansion	4th Expansion
Construction Cost	\$2,433,000	\$0	\$0	\$0
Construction Profit Percentage	4.00%	0.00%	0.00%	0.00%
Taxable materials purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Taxable FFE purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Total Construction Salaries:	\$250,000	\$0	\$0	\$0
Construction Salaries spent in:				
Kansas	\$175,000	\$0	\$0	\$0
The County	\$125,000	\$0	\$0	\$0
The City	\$52,500	\$0	\$0	\$0
Amt. paid to avg. cons. worker	\$16,666	\$0	\$0	\$0
HH size - avg. cons. worker:	. 4	0	0	0
Nr. cons. workers:	15	0	0	0
Visitors				10

Number of out-of-
town visitors
expected at the
firm each year
min odom your

Year 1: 30 Year 2: 30 Year 3: 30 Year 4: 30 Year 5: 30 Year 6: 30 Year 7: 30 Year 8: 30 Year 9: 30

30

300

Year 10:

Total:

Average number of days that each visitor will stay in the city

Daily retail spending by a visitor, excluding lodging:

\$90	In the City
\$90	Anywhere in the County

The number of nights that a typical visitor will stay in a local hotel or motel:

1	In the City
1	Anywhere in the County

Average daily hotel / motel room rates:

110	In the City
98	Anywhere in the County



#### City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT:** Information Technology

**STAFF CONTACT:** Mike Sirna

**SUBJECT:** Infrastructure

#### ITEM DESCRIPTION:

Report regarding a health check of the existing technical infrastructure rating the usability, reliability and age was completed. The report defines a timeline, budget and approach to addressing priorities.

#### SUMMARY:

The city utilizes several technologies to provide access to data, applications, Internet and voice services for 900+ employees across 46 facilities. Largely driven by Criminal Justice Information Systems (CJIS) regulations, 2 data centers located within the Police Department building (PDC) and the Johnson County Communications Center (CCC) are utilized to deliver these services.

Underinvestment and delayed maintenance of the city's technical infrastructure, over the course of many years, has left key components outside of their expected lifespan and incapable of supporting growing demands or the use of cloud technologies. At a high level, these components include phone and voicemail systems, data networking, processing and storage.

FINANCIAL IMPACT: None.	
ACTION NEEDED: None.	•
ATTACHMENT(S): Infrastructure Report	



#### Strategic Plan for the Replacement of Infrastructure

Maintaining a healthy infrastructure for information technology is as important to the functioning of Olathe as maintaining a healthy infrastructure for water delivery and roads. Our technical infrastructure is critical to all roles in the city and important to paving the way for a smarter Olathe 2040.

#### The Issue

The city utilizes several technologies to provide access to data, applications, Internet and voice services for 900+ employees across 46 facilities. Largely driven by Criminal Justice Information Systems (CJIS) regulations, 2 data centers located within the Police Department building (PDC) and the Johnson County Communications Center (CCC) are utilized to deliver these services.

Underinvestment and delayed maintenance of the city's technical infrastructure, over the course of many years, has left key components outside of their expected lifespan and incapable of supporting growing demands or the use of cloud technologies. At a high level, these components include phone and voicemail systems, data networking, processing and storage.

#### Detailed list of components:

#### Phone and Voicemail Systems

o The current phone system, used throughout the city, is at capacity with no room for additional extensions. There are 2 voicemail systems in use, each supporting roughly half of the city's employees. The first is hosted onsite and well beyond its expected life. The second is being discontinued by Microsoft, in December of 2019. Acquiring a new Avaya phone system will provide modern, expandable phone and voicemail systems. Because the voicemail system requires replacement by December 2019 this project may be phased to deploy voicemail services prior to the phone system cutover.

#### Data Networking

o PDC Firewalls - The firewalls at the police department are beyond manufacturer support. A failure would leave the Police Department unable to access resources outside the public safety network.

 CCC and PDC Domain Controllers - These servers facilitate the ability for people to log onto the network. The 3 physical servers running Active Directory Domain Services have passed end of life and require replacement.

#### Data Processing

- PDC Primary Processing The current network appliances have passed the end of life and are due for replacement in 2019
- o CCC Primary Processing The virtual application delivery servers and software used to present applications is past end of support. Multiple applications serving City departments rely on this architecture for delivery.
- o PDC Physical Servers The physical servers that support all the currently virtualized servers in the police data center are due for replacement in 2019.

#### Data Storage

- CCC Primary Backup Server The server and robotic tape library used for backing up all servers to backup tape have passed end of life. The solution provides all backups for all servers and applications residing in the city data center at the CCC.
- o CCC Primary Storage The storage appliance located at the CCC data center will reach end of the initial three-year prepaid support by the middle of 2019. This is the storage appliance supporting all servers in the CCC facility and is critical to nearly every city-wide application. Extended support for years four and five is available at nearly the cost of replacing the controller and purchasing 3 years of support. In addition, the existing capacity is insufficient to support growing data needs.
- o PDC data storage One of the two controllers have reached end of life and is no longer supported. This controller is supporting many of the virtual servers at the police department.
- PDC data storage The second of two controllers will reach end of life in the middle of 2019.
   The device is the storage location for all camera footage used in the police department and is at full capacity.
- o PDC Backup Server The server used for backing up all police servers to backup tape. The server and robotic tape library will reach end of life in 2019. This performs all backups of the servers and data residing in the Police data center.

#### The Approach

A health check of the existing infrastructure, rating the usability, reliability, obsolescence and cost was completed to assess multiple components of the technical infrastructure and develop a timeline and budget based on priorities. The following table indicates the need to begin replacement of significant portions of our overall infrastructure in 2019.

	CCC						PDC			
Infrastructure System	Meets Need (Usability)	Outage Frequency (Reliability)	Up-to-Date Architecture (Tech Obsolescence)	Cost to Maintain	Health Check Rating	Meets Need (Usability)	Outage Frequency (Reliability)	Up-to-Date Architecture (Tech Obsolescence)	Cost to Maintain	Health Check Rating
Datacenter Network	3	5	4	4	4	1	2	1	3	1.75
Datacenter Primary Storage	4	5	2	2	3.25	1	5	1	1	2
Datacenter Secondary Storage	4	5	5	2	4	1	1	1	1	1
Datacenter Compute	3	5	3	5	4	3	5	1	1	2.5
Wireless Network	5	5	4	4	4.5	5	5	4	4	4.5
Wired Network	4	4	2	1	2.75	4	4	2	1	2.75
Phone System	2	1	1	1	1.25	2	1	1	1	1.25
Voicemail System	1	1	1	1	1	1	1	1	1	1
Enterprise Identity  Management	5	5	3	5	4.5	5	5	3	5	4.5
Virtualization Platform	3	5	2	3	3.25	4	5	2	2	3.25
Fiber network	3	3	2	1	2.25	3	3	2	1	2.25
Email	3	5	3	1	3	3	5	3	1	3

Scale	
1.0-3.49	Needs attention in the
1.0-3.49	next 1–3 years
3.5-4.49	Needs attention in the
3.3-4.49	next 3.5–5 years
15 50	Needs attention after 5
4.5–5.0	years

#### Ranked Order of Importance by Component with Estimated Expenditure

Priority Order	Description	Purchase Price	Annual Maint	Line Item Total
1	Datacenter Network	\$70,000	\$15,000	\$85,000
2	Secondary Storage	\$275,000	\$50,000	\$325,000
3	Phone and Voicemail System	\$360,000	\$90,000	\$450,000
4	Firewall	\$100,000	\$20,000	\$120,000
5	Data Storage	\$350,000	\$65,000	\$415,000
6	Data Compute	\$275,000	\$50,000	\$325,000
7	City Network	\$100,000	\$20,000	\$120,000
		\$1,530,000	\$310,000	\$1,840,000

#### The Risks and Mitigations

As with any project, risks exist to the successful upgrade of the city's infrastructure; a brief list of those risks and mitigations is included below.

Risk Description	Mitigation
Large scope - Trying to do too much too	Phase projects over a 1.5 to 2-year period
quickly	allowing time to complete each.
Resource contention	Hire specialized implementation support to supplement current staff
Failure to implement a refresh cycle	Develop funding methods to continue a refresh cycle into the future, adopt SaaS models where possible reducing maintenance
Poor technology selections	Implement proven technologies and shift to the cloud where possible
Out of support products fail before being	Identify priorities and acquire 3rd party
remedied	support where possible
Taking no action leading to more frequent	
and severe outages	

#### The Solution

Ideally the technical infrastructure could be upgraded once and forgotten; however; ongoing refresh and technical needs will continue. The preferred technologies will allow for the modular expansion and upgrade to infrastructure services through on premises or cloud-based systems, reducing the need for a complete refresh in 3 to 5 years. In addition, changes to the funding model for technical infrastructure utilizing a model like the PC replacement fund will be proposed.

Due to the diversity of systems and immediate replacement needs for some, the assessment will guide a phased approach to refreshing the technical infrastructure. An estimated \$1.9 million will be required over an 18 to 24-month period. Every effort will be made to reduce the overall expense and timeframe.

Where possible, to extend the life of some components, aftermarket support will be purchased allowing time for the more critical replacements. Cloud based solutions, when appropriate, will be considered in lieu of on premises equipment. In all cases we will strive to reduce overall costs where practical.

#### **Next Steps**

Requests for proposal (RFP) have been initiated for the phone/voicemail system as well as secondary storage devices. Existing state contracts are being reviewed to determine best cost for all systems. In the coming weeks, agenda items requesting approval for the highest priorities will be submitted. Requests for subsequent priorities will follow as time and resources allow.

Appendix: The following table includes identified annual expenses eliminated with an infrastructure refresh:

Item	Туре	Anı	nual Savings	Description
			<u> </u>	Storage for all backup tapes held for multiple retention
Iron Mountain	Expense	\$	4,620.00	windows based on backup source and purpose.
				Physical management of shuffeling, moving, transporting
Tape Management	Labor	\$	13,000.00	backup tapes, and performing manual restores of backups.
				This device would be replaced with this project eliminating the
Cohesity Expansion	Capital	\$	37,800.00	need to acquire another.
				Annual support for Cohesity maintenance on existing demo
Cohesity Support	Expens	\$	11,200.00	appliance
				Time spent on Backup Exec Server (x2), backup storage
Firmware & OS Patching	Labor	\$	6,000.00	
				This device would be replaced with this project eliminating the
File Server (CHE)	Capital	\$	18,000.00	·
EII 0 (010 (A) ()	0 11 1		10.000.00	This device would be replaced with this project eliminating the
File Server (GIS/AX)	Capital	\$	18,000.00	'
Deal Trans	_	Φ.	4 500 00	~100 tapes per year, based on current usage and
Backup Tapes	Expens	\$	4,500.00	exhaustation rate
Managa Dalatad Files	Laban	ф	400.00	Managing Undelete to recover lost files for users. Users will
Manage Deleted Files	Labor	\$	400.00	be able to self recover with new technologies.
Favallagia Ctaraga Appliana	Conital	ф	10 000 00	Current appliance is EOL will be EOS next year. Used to hold
Equallogic Storage Appliance	Сарнаі	<b>Þ</b>	18,000.00	0 10 11 1
				Current appliance is past EOS and no longer servicable. Used
CoDAID Storage Appliance	Capital	¢	13,500.00	to hold roughly 1/4 of virtual servers at PD. (Highly Critical
CoRAID Storage Appliance	Capital	Ф	13,300.00	Current appliance is EOL and will EOS this year. Used to hold
Equallogic Storage Appliance	Canital	\$	27,000.00	
Equality of Storage Appliance	Capital	\$	172,020.00	JOT OF ALL VILLAGISCI VOIS ALT D.
		φ	172,020.00	



#### City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT: Public Works** 

STAFF CONTACT: Mary Jaeger/Alan Shorthouse

**SUBJECT:** Report on Ordinance 19-XX amending Olathe Municipal Code Section 130.05.050

pertaining to utility and meter damage and repealing the existing section.

#### ITEM DESCRIPTION:

Report on Ordinance 19-XX amending Olathe Municipal Code Section 130.05.050 pertaining to utility and meter damage and repealing the existing section.

#### **SUMMARY:**

Staff has prepared a draft Ordinance (Attachment A) which makes changes to Title 13 of the Olathe Municipal Code (Water and Sewer). The changes are made to refine the assessment and collection of cost of damage to City water assets.

The Ordinance makes two substantive changes. First, it outlines water asset types that are frequently destroyed, damaged, obstructed, or interfered with. Second, it stipulates that the total amount of the expense to repair or replace assets will be charged to the violator.

This ordinance aligns with Title 14 of the Olathe Municipal Code (Sewer Use Regulations).

Staff intends to return to Council on June 4, 2019 for consideration of the Ordinance.

#### FINANCIAL IMPACT:

None

#### **ACTION NEEDED:**

Report is provided to the City Council for information on the project. No action is necessary.

#### ATTACHMENT(S):

A: Draft Ordinance No. 19-XX

#### **ORDINANCE NO. 19-XX**

AN ORDINANCE AMENDING OLATHE MUNICIPAL CODE SECTION 13.05.050 PERTAINING TO UTILITY AND METER DAMAGE AND REPEALING THE EXISTING SECTION.

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

**SECTION ONE**: Section 13.05.050 of the Olathe Municipal Code is hereby amended to read as follows:

#### "13.05.050 Utility and Meter Damage.

- (A) It is unlawful for any person to:
  - (1) Destroy, or damage, obstruct, or in any way interfere with any water meter, meter box, meter box cover, water valve, valve box, valve box cover, water pipe, hydrant, or fountain in the city, or any of the appurtenances of any city utility system, or;
  - (2) to openOperate, close or open—any hydrant, service pipe, stop cock or valve belonging to or connected with the city waterworks system, except where prior approval is obtained from authorized city personnel when necessary to permit modification or improvement of such utility system.
- (B) It is unlawful for any person to damage, molest or in any way interfere with any water meter, meter box or meter box cover; or
  - (3) to deposit dirt, stone or rubbish of any kind in valve box, any meter box, or service box or vault.
- (B) Any person who violates the provisions of this section shall be charged the total amount of expense for lost, damaged, or destroyed assets caused by such violation.

**SECTION TWO**: Existing Section 13.05.050 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.

<b>PASSED</b> by the Governing Body	this day of	, 2019.
<b>SIGNED</b> by the Mayor this	day of	, 2019.

	Mayor
ATTEST:	
City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
City Attorney	

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



#### City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE: 5/21/2019** 

**DEPARTMENT: Public Works** 

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

SUBJECT: This report will Provide Council with information on the final design of the expansion to the

Municipal Court building to support security enhancements.

#### ITEM DESCRIPTION:

Report on the final design for the Municipal Court Security Enhancements Project, PN 7-C-001-19.

#### **SUMMARY:**

The 2019 capital improvements program includes \$850,000 for construction of the Municipal Court Security Enhancements project. This project will provide for an expansion on the west side of the municipal court building to accommodate screening measures to screen all persons, purses, bags, etc. entering the building. The addition on the west side of the building will allow screening to take place prior to persons gaining access to the lobby of the municipal court building. On April 2, 2019, staff and representatives with Hoefer Wysocki Architects presented the project to the City Council. The presentation provided Council with information on the scope of the project along with images of the proposed interior and exterior design.

The project has progressed on schedule to the final design stage. Design has remained consistent with the design presented to Council on April 2, 2019. The following are some key highlights of the project and design:

- Building addition 1,032 total square feet
- Interior provides queuing space for approximately 75-80 persons
- Exterior facades primarily masonry and glass storefront
- All existing parking preserved with this design

Attachment A provides updated images of the final design of the building addition along with the floor plan.

The following is the anticipated schedule for the project:

Issue Project for Bids: May 22, 2019
Open Bids: June 18, 2019
Award Construction Contract: July 16, 2019
Begin Construction: August 2019

Complete Construction: December 2019 (est.)

#### FINANCIAL IMPACT:

Funding for the Municipal Court Security Enhancements project, as approved in the 2019 Capital Improvement Plan, includes:

 GO Bonds
 \$800,000

 Court Technology Fund
 \$50,000

 Total
 \$850,000

#### **ACTION NEEDED:**

#### **MEETING DATE: 5/21/2019**

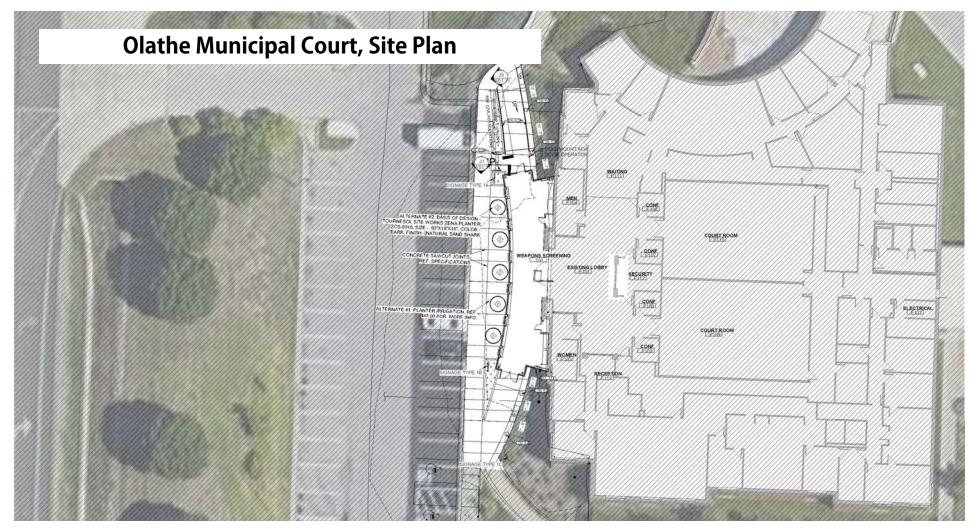
Report is provided to the City Council for information on the project. No action is necessary.

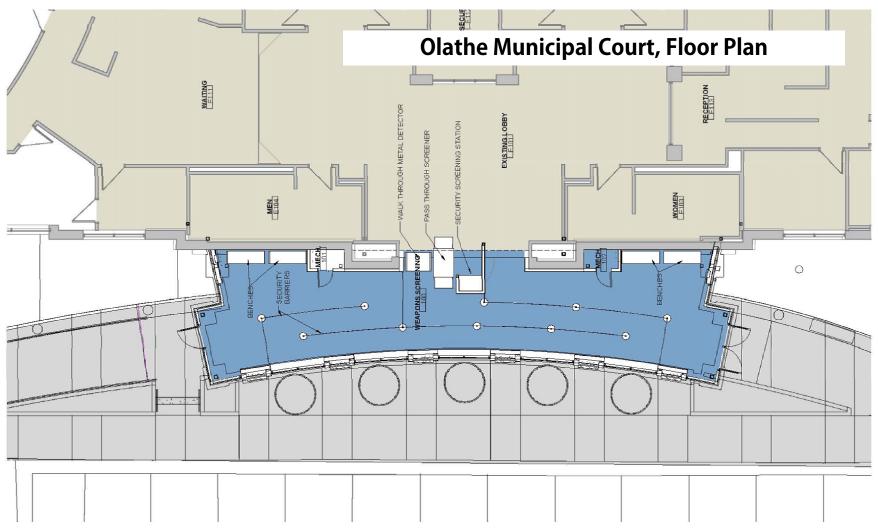
#### **ATTACHMENT(S):**

A: Final Design Images

B: Project Fact Sheet





























# Project Fact Sheet Municipal Court Security Enhancements 7-C-001-19 May 21, 2019

Project Manager: Beth Wright / Jeff Blakeman

**Description:** This project will provide for an expansion on the west side of the municipal court building to accommodate screening measures to screen all persons, purses, bags, etc. entering the building.

**Justification:** This screening will eliminate the carrying of both open and concealed weapons into the municipal court building.

Schedule:	Item	Date
Funding Authorization		Dec. 4, 2018
Contract Award - Design		Dec. 4, 2018
Contract Award – Construction		Est. July 2019
Construction Start		Est. August 2019
Construction Completion		Est. Dec. 2019

Council Actions:	Date	Amount
Funding Resolution	12-04-2018	\$850,000
Award of Design Contract	12-04-2018	\$82,300
Design Discussion	04-02-2019	N/A
Report on Final Design	05-21-2019	N/A

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$ 800,000	2019
Court Technology Fund	\$50,000	2019

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 45,000	\$ 5,220
Design	\$ 82,300	\$ 22,660
Construction	\$ 650,000	\$ 0
Inspection/Testing	\$ 5,000	\$ 0
FFE	\$ 40,000	\$ 0
Contingency	\$ 27,700	\$ 0
Total	\$ 850,000	\$ 27,880



#### City of Olathe

#### **COUNCIL AGENDA ITEM**

**MEETING DATE:** 5/21/2019

**STAFF CONTACT:** Emily Carrillo, Senior Planner **SUBJECT:** Downtown Street Mural Project Installation

#### ITEM DESCRIPTION:

Informational update on the final design and artist selection for the City's Downtown Street Mural Project at the intersection of Park and Cherry streets.

#### SUMMARY:

With implementation of the Envision Olathe Downtown Plan underway, the City recently launched a new street mural program to enhance the experience and interest in Downtown Olathe.

This project adds a new, unique layer to the public art experience in Downtown Olathe, creating another positive step towards redevelopment efforts associated with the implementation of the City's Envision Olathe Downtown Plan, and the Public Art Master Plan.

In March 2019, a call for artists was issued seeking artists to design and paint a mural on the concrete pavement at the designated intersection. Five (5) artists answered the call, submitting qualifications and portfolios for consideration. Based on the submittals received, three (3) artists were selected to develop a design concept in return for a stipend of \$150.

A Selection Committee comprised of Olathe Public Art Committee members and relevant City staff, reviewed all portfolio submittals and selected a final design for implementation. By a unanimous vote, the committee selected and secured the services of artist Shogo Yamazaki, also known as Jay Shogo.

Jay's unique and bright linear design will be an exciting attraction to downtown enhancing the visual interest of the area. His art is inviting and simple, yet colorful and impactful, complimentary to the space and its surroundings.

Art is always open to interpretation. However, this design is described by the artist as flowing lines expressing space-time, time flow (lineage of past, present and future), history, life, and good connections with people and community. In addition, it creates a beautiful cityscape and positive energy that will be a wonderful addition to downtown.

This location was chosen for the art installation because it serves as the focal point for active community space during downtown events such as Fourth Fridays, Johnson County Old Settlers, and Food Truck Frenzies.

With the normal wear and weathering of the pavement, we realized that items such as maintenance could be a concern. To address this, the artwork will be semi-permanent in nature in that a new mural design will be selected and installed each Spring. Doing so not only serves to address this issue of maintenance but it also creates a greater sense of connections with people, the neighborhood, and public art.

Mural installation is scheduled to commence on Friday, May 24 in conjunction with Fourth Friday events and

#### **MEETING DATE: 5/21/2019**

activities in Downtown Olathe. The artist anticipates work to be complete within 2 days, weather pending. Attached is additional information on the program, the artist Jay Shogo, and his artwork.

City staff and the Olathe Public Arts Commission are excited to move forward with such a creative opportunity to infuse public art into this recent street rehabilitation project in our downtown district.

#### **FINANCIAL IMPACT:**

No funds are being requested at this time. This project will be funded as part of the Envision Downtown implementation, previously allocated.

Stipend amount for design work from (2) finalists \$150 each.
Stipend amount for selected artist for design work and implementation \$3000.
TOTAL \$3300

#### **ACTION NEEDED:**

Informational update only, no action requested at this time.

#### ATTACHMENT(S):

- A. 2019 Call for Entries
- B. Artist Resume & Artist Statement
- C. Artist's Design Concept & Description



#### CALL FOR ARTISTS.

Street Pavement Mural project at the intersection of Park & Cherry Streets in Downtown Olathe.

#### PROJECT DESCRIPTION.

The City of Olathe, KS is looking to employ an artist or artist team, for the Spring of 2019 to paint a mural on the concrete pavement at the newly constructed intersection of Park and Cherry Streets located in downtown Olathe.

This is a unique opportunity to infuse public art into a recent street rehab project completed in the Fall of 2018. As we work to engage an artist, this will add a new, unique layer to the public art experience in Downtown Olathe and continue to stimulate downtown redevelopment efforts associated with the implementation of our Envision Olathe Downtown Plan, as well as the City's Public Art Master Plan.

The designated concrete space measures approximately 66'ft. x 47'ft. at its widest points, and is very visible from the street, sidewalks, adjacent buildings and community gathering spaces. This location becomes a focal point for active community space during downtown events like Fourth Fridays, Johnson County Old Settlers, Food Truck Frenzies and many more. This specific intersection is also the designated point of origin for the City's streets and addressing coordinate system.

With the normal wear and tear of traffic and seasonal elements, we anticipate the artwork as semipermanent at this location and will rotate on an annual basis with installation designated each Spring. A call for artists will be distributed each Fall/Winter prior to selection and installation.

Qualified artists must submit a resume of previous work examples and provide a brief statement or summary of what is envisioned for this project space in Downtown Olathe.

A Selection Committee will be comprised of Olathe Public Art Committee members and relevant City staff. Final pavement painting designs will need to be approved by Traffic Engineering to ensure safety of transportation operations.

Up to three (3) finalists will be selected to deliver a final concept and provided a stipend for their design work. From these three (3) finalists, one artist or artist team will be chosen as the winning candidate.

The selected artist or artist team will receive a stipend up to \$3,000 for their final work. This amount will need to include any travel associated with the project, as well as paint, materials and any needed maintenance for the duration of the display (approximately 1 year.)

#### **GUIDELINES.**

Only the concrete portion of this intersection has been designated for the design of this Street Mural Project. No portion of the design shall encroach into or beyond the decorative crosswalks.

Proposed designs may only include decorative designs and patterns. Paintings cannot contain text, numerals, symbols, overt messages, or any images designed to convey a message of any kind, including commercial messages and logos.

Designs cannot include any relief or texture (except anti-skid texturizing material) and cannot create a three-dimensional or multi-dimensional effect or other optical illusion.

The design cannot include any element that mimics or imitates an official traffic control device or marking, or might be confused with a traffic control device or marking.

Designs shall not include any element that interferes with or hinders the visibility of an official traffic control device or marking already in place, such as stop lines, marked cross walks, edge lines, lane markers, bike lane markers, etc., or that would create a safety hazard for motor vehicle operators, bicyclists or pedestrians.

#### REQUIREMENTS.

Submitted designs should be in color at a legible scale with dimensions included, JPEG format preferred. The City Engineer must approve the street mural design and retains the right to require changes to any and all elements of the project design in order to ensure public safety and operation of the transportation system.

While painting the design, the street or intersection must be closed in an appropriate fashion to ensure safety of all participants.

The City recommends using skid-resistant, water-based paints because of easier clean-up and generally lower toxicity. However, other acceptable paint options may be considered if appropriate.

It is important that no paint or clean-up water be disposed of in storm drains as they drain directly into our creeks. Clean-up should be done in a sink which drains into the sewer system.

Artwork may need to be retouched and is the responsibility of the artist to coordinate with the City if any street closures are needed for maintenance.

Occasional emergency street repair, maintenance, reconstruction, or repair of existing utilities in the right-of-way may cause damage to the project. Any costs to repair will be borne by the applicant, with no responsibility of the City, other agencies or entities to repair or replace the project.

#### ELIGIBILITY.

Artists or artists teams should be 18 years or older and should have experience with painting outdoor murals, including site preparation, and experience creating a working budget. The applicant organization will also need to have a general liability insurance policy.

All entries must be original work.

#### BUDGET.

The maximum budget for the Olathe's downtown pavement mural project is up to \$3,000 for the selected candidate. These funds shall be used for design, materials, labor, transportation, insurance, and any installation or maintenance costs. The top three (3) selected candidates will each receive stipends up to \$150 for their design proposals.

#### TIMELINE.

#### Deadline for first selection submissions: April 1st, 2019

Notification date of chosen finalists: April 5th, 2019

Deadline for <u>submission of full proposal of finalists</u>: *May 6th, 2019* Notification of Final Artist/Artist team elected: *May 10th, 2019* 

Project Start Date: May 24th, 2019\* (Fourth Friday event)

Project Completion time: May 26th, 2019

\*Street Mural implementation will be scheduled to coordinate with the Fourth Fridays event on May 24<sup>th</sup>, 2019 in Downtown Olathe. The City will close the streets for this event, and the closure will continue through the weekend for the artist to complete the project beyond the scheduled event. This location will be a spotlight event during Fourth Fridays in efforts to increase interest and visibility to the event and Downtown Olathe <a href="https://www.fourthfridays.olathe.org">www.fourthfridays.olathe.org</a>

#### SUBMISSION.

Please submit by APRIL 1, 2019:

- A current resume and/or bio with phone number and email address
- 5 to 10 examples of recent commissioned outdoor/indoor mural projects
- A numbered image list identifying titles, sizes, materials used, locations, and approximate costs
  of these mural projects
- A brief statement or summary of what you envision for this project

The final (3) applicants selected on APRIL 5, 2019 will be asked to provide the City with a written description of the project and a digital diagram/drawing depicting how the intersection will look when

completed. The diagram should include dimensions and orientation on the street. JPEG format preferred.

Artists will be judged on:

Please send resume & portfolio proposals to:

Olathe Planning Division Attn: Emily Carrillo 100 E. Santa Fe P.O. Box 768 Olathe, KS 66051-0768

Or email submissions directly to ecarrillo@OlatheKS.org

#### **QUESTIONS?**

Call or email Emily Carrillo in the Olathe Planning Division at (913) 971-8917.











*March 2019* 5

#### Shogo Yamazaki Artist Name: Jay Shogo

1-31-13-201, Setagaya, Setagaya-Ku, Tokyo 154-0017 JAPAN Tel: +81 3 6804 4278

2011.05

#### **Artist, Muralist, Live Painter, Illustrator**

Email: info@jay-shogo.com
Website: http://www.jay-shogo.com
Instagram: https://www.instagram.com/jayshogo/

Jay Shogo established his own company 'Emerald Co. Ltd.' in Japan in 2005 and created apparel brand and eyewear brand and started his career as an artist in Los Angeles in 2009.

While Jay was in NYC, he acquired the spray skills at "5POINTZ" known as the "Holy" ground of street art, and then he has created inspirational murals in Miami, Los Angeles, Barbados, Australia, Korea and Japan, as well as many other places around the world. In addition to murals, he has done a lot of interior paint in different places such as offices, restaurants, hair salons and other environments.

Jay is a talented artist, and has excellent creative, skills, extensive experience, has been appointed the art project of world-renowned companies and brands such as "Suntory Whisky Toki", "Heineken", "MONTBLANC" and "WeWork".

Also, he taught the spray skills to over 200 guests who have came to Japan from all over the world up until now at Airbnb's City Hosts program.

Professional	2019.03	"THE CITY OF TAKOMA PARK, MD" ART PROJECT / CHARGING STATION WRAP DESIGN
Experience	2018.12	"Suntory Whisky Toki" WINTER GIFT SET / PACKAGE DESIGN
	2018.10	"MONTBLANC" JAPAN PROJECT / EXHIBITION OF PAINTED TROLLEY
	2018.08	"SAAF" STREET ART AWARDS FESTIVAL IN SOUTH KOREA / LIVE PAINTING
	2018.05	"ERNST & YOUNG" OFFICE / INTERIOR WALL PAINTING
	2018.04	"MONTBLANC" JAPAN EVENT / LIVE PAINTING
	2017.12	"SUNTORY WHISKY TOKI" ART BASEL MIAMI EVENT / LIVE PAINTING
	2017.12	"INDEED" JAPAN OFFICE / INTERIOR WALL PAINTING
	2017.08	"SAAF" STREET ART AWARDS FESTIVAL IN SOUTH KOREA / LIVE PAINTING
	2017.07	"WEWORK" JAPAN PARTY / LIVE PAINTING
	2017.06	"STEELCASE" JAPAN PARTY / LIVE PAINTING
	2017.05	"SUNTORY WHISKY TOKI" L.A. TIMES FOOD BOWL EVENT / LIVE PAINTING
	2017.01	"ZIMA" 20TH ANNIVERSARY EVENT / T-SHIRT DESIGN
	2016.12	"SUNTORY WHISKY TOKI" ART BASEL MIAMI EVENT / LIVE PAINTING
	2016.12	"MONTBLANC" JAPAN EVENT / LIVE PAINTING
	2016.10	"ROPPONGI ART NIGHT" THE LARGEST ART EVENT IN JAPAN / LIVE PAINTING
	2016.10	"SAAF" STREET ART AWARDS FESTIVAL IN SOUTH KOREA / LIVE PAINTING
	2016.10	"III POINTS" MUSIC, ART & TECH FESTIVAL MIAMI / INSTALLATION ART COLLABORATION
	2016.09	"MONTBLANC" JAPAN EVENT / LIVE PAINTING
	2016.07	"HEINEKEN" CITYSHAPERS PROJECT EVENT / LIVE PAINTING
	2016.06	"HEINEKEN" CITYSHAPERS PROJECT / MURAL PAINTING, JAPAN
	2015.12	"EMBASSY OF GERMANY" MAP PROJECT / MURAL ARTWORK DESIGN, JAPAN
	2015.10	"G-SHOCK" SHOCK THE WORLD SUPPORTED BY BMW / LIVE PAINTING
	2015.10	"POW! WOW! JAPAN" MURAL FESTIVAL / MURAL PAINTING
	2015.04	"MINI" ROOF LIBERATION PROJECT / PAINTING ON MINI ROOF
	2014.03	"CLARKS" ORIGINALS ARTIST COLLABORATION PROJECT / PAINTING ON CLARKS
	2013.11	"RED BULL" CURATES CANVAS COOLER PROJECT / LIVE PAINTING AND ARTWORK
	2013.06	"5POINTZ" NEW YORK / MURAL PAINTING
	2012.12	"POP INTERNATIONAL GALLERIES (NY)" ART BASEL MIAMI/ LIVE PAINTING
Exhibition	2018.08	"SAAF" STREET ART AWARDS FESTIVAL EXHIBITION, SOUTH KOREA
	2017.08	"SAAF" STREET ART AWARDS FESTIVAL EXHIBITION, SOUTH KOREA
	2016.10	"SAAF" STREET ART AWARDS FESTIVAL EXHIBITION, SOUTH KOREA
	2016.07	SOLO EXHIBITION, GALLERY CONCEAL, JAPAN
	2015.10	"POW! WOW! JAPAN" MURAL FESTIVAL EXHIBITION

**SOLO EXHIBITION**, 3RD ST. LOS ANGELES

#### Shogo Yamazaki Artist Name: Jay Shogo

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#### **Artist Statement**

I use different materials, such as spray, water-based paint, acrylic paint and marker, according to the support such as wall, window, canvas and paper and the installation environment. When I paint outdoor murals, I usually use only NC-Acrylic lacquer spray paint such as MTN 94 or Montana GOLD because NC-Acrylic lacquer spray is excellent in light resistance and water resistance. Since this project paints on the street, I plan to use the water-based paint recommended for durability and environment.

I have a wide variety of art styles, including my original characters, line art, black and white, and colorful. I value connections with people and experiences, so recently I mainly draw artworks using the line art that is one of my art styles.

The line art is created with the flowing lines (the blue lines) as like connecting the dots (the red circles) as shown in the attached image. The dots mean time, place, experience and people, and the flowing lines connecting the dots express space-time, time flow (the lineage of past, present and future), history, life, and good connections with people and community. It

is the main concept of the line art. The line art has an infinite expression method, so I draw from the abstract to motifs such as people, buildings, plants and animals according to themes and concepts. Design using this line art pattern of the example of the mural attached to the email would be suitable for this site.



#### Shogo Yamazaki

#### **Artist Name: Jay Shogo**

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#### **Design concept**

The design uses the line art which is one of my art styles.

The line art is created with the flowing lines (the blue lines) as like connecting the dots (the red circles) as shown in the attached image. The dots mean time, place, experience and people, and the flowing lines connecting the dots express space-time, time flow (the lineage of past, present and future), history, life, and good connections with people and community. It is the main concept of the line art. In addition to that, it expresses beautiful cityscape and positive energy.

#### **Description of the project**

The design extends throughout the paintable concrete area except the manhole.

I plan to paint the line art using the water-based paint recommended for durability and environment using the paint roller. And I will repeat painting to improve durability.



