



1. CALL TO ORDER

2. EXECUTIVE SESSION

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

- A.** 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 west Olathe, and for consultation with the City's attorneys which would be deemed privileged in the attorney-client relationship pursuant to the exception provided in K.S.A. 75-4319(b)(2) pertaining to a real estate contract.

Staff Contact: Ron Shaver

- B.** For preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6).

Staff Contact: Ron Shaver and Mary Jaeger

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Recognition of Luke Nelson for receiving the Boy Scouts of America Heroism Award.

Staff Contact: Liz Ruback

7. PUBLIC HEARINGS

- A.** Consideration of a public hearing to hear comments regarding the proposed City of Olathe 2020 Budget.

Staff Contact: Dianna Wright and Matthew Randall

Action needed: Consider a motion to close the public hearing.

8. CONSENT AGENDA

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

- A. Consideration of approval of City Council meeting minutes of July 9 and July 16, 2019.

Staff Contact: Dianna Wright and David Bryant

- B. Consideration of a new drinking establishment application for Aoyama Ramen, located at 14960 W. 119th Street and renewal applications for Texas Roadhouse of Kansas, LLC, located at 11973 Strang Line Road and K Macho's Mexican Restaurant, located at 1229 E. Santa Fe.

Staff Contact: Dianna Wright and Brenda Long

- C. Consideration of Resolution No. 19-1052 consenting to the assignment of a portion of the benefits of Resolution No. 18-1020 determining the intent of the City to issue industrial revenue bonds from Ace Properties LLC to Hunt Investments, LLC.

Staff Contact: Dianna Wright and Emily Vincent

- D. Consideration of a detachment agreement with the Northwest Consolidated Fire District of Johnson County.

Staff Contact: Jeff DeGraffenreid, Ron Shaver and Daniel Yoza

- E. Consideration and Approval of 2020 Community Development Block Grant (CDBG) funding recommendations.

Staff Contact: Michael Meadors and Kathy Rankin

- F. Consideration of Consent Calendar.

Staff Contact: Mary Jaeger and Beth Wright

- G. Consideration of Amendment No. 2 to the Agreement with McCown Gordon Construction, LLC for construction of the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

Staff Contact: Mary Jaeger and Beth Wright

- H. Consideration of an Agreement with Johnson County for design of the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project, PN 2-C-030-18.

Staff Contact: Mary Jaeger and Beth Wright

- I. Consideration of a Professional Services Agreement with Olsson, Inc. for design of the 127th Street Arterial Mill and Overlay Project, PN 3-P-002-20, Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20, and Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20.
Staff Contact: Mary Jaeger and Beth Wright
- J. Acceptance of bid and consideration of award to Ingram Content Group for library materials for the Olathe libraries.
Staff Contact: Emily Baker and Amy Tharnish
- K. Consideration of renewal of contract to Titan Protection & Consulting, Inc. for security services for the Olathe libraries.
Staff Contact: Emily Baker and Amy Tharnish
- L. Acceptance of bid and consideration of award to Master's Transportation, Inc. for the replacement of one passenger shuttle bus for the City's Parks & Recreation Department.
Staff Contact: Michael Meadors and Amy Tharnish
- M. Consideration of renewal of contract to SFG Road Maintenance for the purchase of BEET 55 for the Field Operations Divisions of Public Works.
Staff Contact: Mary Jaeger and Amy Tharnish
- N. Consideration of renewal of contract to Paving Maintenance Supply for the purchase of crack repair material for the Field Operations Division of Public Works.
Staff Contact: Mary Jaeger and Amy Tharnish
- O. Acceptance of proposal and consideration of award of contract to Faster Asset Solutions for the purchase of a Fleet Management Information System for the Vehicle Maintenance Section of Public Works.
Staff Contact: Mary Jaeger and Amy Tharnish

9. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of Ordinance No. 19-41, RZ19-0008, requesting approval for a rezoning from R-2 District to D (Downtown Mixed Use) District and preliminary site development plan for My Child Advocate containing 1 lot on 0.26± acres; located at 313 N. Chestnut Street. Planning Commission recommends approval 5-0.
Staff Contact: Aimee Nassif and Emily Carrillo

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

- B. Consideration of Ordinance No. 19-42 (ANX19-0001) annexing approximately 1.24± acres located at 15032 W. 155th Terrace into the corporate boundaries of the City of Olathe.

Staff Contact: Aimee Nassif and Zach Moore

Action needed: Consider a motion to approve or deny.

- C. Consideration of Ordinance No. 19-43 (ANX19-0002) annexing approximately 39.41± acres located approximately ¼ mile east of S. Moonlight Terrace and ½ mile north of W. 119th Street into the corporate boundaries of the City of Olathe.

Staff Contact: Aimee Nassif and Zach Moore

Action needed: Consider a motion to approve or deny.

10. NEW BUSINESS-ADMINISTRATION

- A. Consideration of Ordinance No. 19-44 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc.

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to approve or deny.

- B. Consideration of Ordinance No. 19-45 levying assessments to collect city expenditures for weed mowing and debris removal.

Staff Contact: Dianna Wright and David Bryant

Action needed: Consider a motion to approve or deny.

- C. Consideration of Ordinance Nos. 19-46 and 19-47 amending Chapters 6.18 and 12.21 of the Olathe Municipal Code concerning certain fines and Ordinance No. 19-48 adding the offense of Operating a Vessel Under the Influence of Alcohol or Drugs to the Olathe Municipal Code.

Staff Contact: Ron Shaver, Chris Grunewald and Daniel Yoza

Action needed: Consider a motion to approve or deny.

11. NEW CITY COUNCIL BUSINESS

12. END OF TELEVISED SESSION

13. GENERAL ISSUES AND CONCERNS OF CITIZENS

14. CONVENE FOR PLANNING SESSION

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

A. REPORTS

1. Quarterly Procurement Report.

Staff Contact: Dianna Wright and Amy Tharnish

15. ADDITIONAL ITEMS**16. ADJOURNMENT**

The City of Olathe offers public meeting accommodations. Olathe City Hall is wheelchair accessible. Assistive listening devices are available at each meeting. To request an ASL interpreter, or other accommodations, please contact the City Clerk's office at 913-971-8521. Two (2) business days notice is required to ensure availability.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT:City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Recognition of Luke Nelson for receiving the Boy Scouts of America Heroism Award.

ITEM DESCRIPTION:

Recognition of Luke Nelson for receiving the Boy Scouts of America Heroism Award

SUMMARY:

Council will recognize local scout Luke Nelson, who received the Boy Scouts of America Heroism Award for saving his grandfather and uncle from near drowning.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

N/A

ATTACHMENT(S):

8-6-19 Luke Nelson certificate



Certificate of Congratulations

Presented to

Luke Nelson

In recognition of earning the Heroism Award
by the Boy Scouts of America.

Your skill and selflessness
are an inspiration to our community.

Congratulations and thank you for
representing Olathe so well!

A handwritten signature in black ink, reading "Michael Copeland", written over a horizontal line.

Michael Copeland, Mayor
August 6, 2019



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Matthew Randall

SUBJECT: Consideration of a public hearing to hear comments regarding the proposed City of Olathe 2020 Budget.

ITEM DESCRIPTION:

Consideration of a public hearing to hear comments regarding the proposed City of Olathe 2020 Budget

SUMMARY:

A formal public hearing is required to allow individuals and organizations an opportunity to provide input on the proposed 2020 budget for the City of Olathe. The proposed 2020 budget for all funds is \$411,876,507

The Notice of Budget Public Hearing is attached. It was published in the Kansas City Star on July 27, 2019.

The ordinance to adopt the budget will be presented to the City Council on August 20. The City's budget is due to Johnson County on or before August 25

FINANCIAL IMPACT:

The 2020 Budget for all funds is \$411,876,507

ACTION NEEDED:

Conduct the Public Hearing

ATTACHMENT(S):

Attachment A: 2020 Notice of Budget Public Hearing

2020

City of Olathe

Detailed budget information is available at www.olatheks.org and will be available at this hearing.

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget Year for 2020		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate *
General	103,881,512	10.193	107,745,287	9.925	135,569,517	20,078,780	9.925
Debt Service	25,276,083	9.979	33,922,803	9.711	78,540,546	19,645,281	9.711
Library	5,437,197	2.798	6,422,354	3.043	9,635,219	6,156,229	3.043
Fire Levy	3,345,609	1.730	3,572,590	1.727	4,085,126	3,494,198	1.727
Special Highway	3,544,260		3,615,145		5,049,647		
Central Gargage	6,585,343		6,625,889		7,180,371		
Economic Development	1,551,600		1,336,000		3,969,090		
Park Sales Tax	4,618,694		6,214,774		5,125,819		
PC Replacement	1,065,778		1,215,716		1,678,137		
Recreation	5,184,849		5,548,972		7,309,301		
Risk Management	18,830,972		21,269,264		27,357,767		
Solid Waste	15,287,607		13,160,177		18,225,887		
Special Alcohol	475,304		501,165		1,427,204		
Special Parks and Recreation	957,603		1,078,944		3,362,321		
Special Tax Financing	8,062,090		6,153,018		15,689,750		
Storm Water	4,115,821		4,177,908		7,477,498		
Vehicle Replacement	7,191,856		5,778,000		11,954,842		
Water & Sewer	46,911,306		45,138,029		51,424,278		
Transportation Sales Tax	13,127,000		12,321,969		14,565,236		
Facilities Maintenance	1,114,278		1,747,337		2,248,951		
Totals	276,564,762	24.700	287,545,341	24.406	411,876,507	49,374,488	24.406
Less: Transfers	46,861,177		45,036,351		49,604,857		
Net Expenditure	229,703,585		242,508,990		362,271,650		
Total Tax Levied	43,012,242		46,401,800		xxxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	1,741,496,053		1,901,252,208		2,022,949,121		
Outstanding Indebtedness,							
January 1,	2017		2018		2019		
G.O. Bonds	182,510,000		172,615,000		186,735,000		
Revenue Bonds	71,865,000		78,705,000		86,885,000		
Other	48,453,596		71,928,293		66,490,041		
Lease Purchase Principal	6,903,801		5,436,185		4,030,018		
Total	309,732,397		328,684,478		344,140,059		

*Tax rates are expressed in mills

Emily Vincent
City Official Title: City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and David Bryant

SUBJECT: Consideration of approval of the City Council meeting minutes of July 9 and July 16, 2019.

ITEM DESCRIPTION:

Consideration of approval of City Council meeting minutes of July 9 and July 16, 2019

SUMMARY:

Attached are the City Council meeting minutes of July 9 and July 16, 2019 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of July 9 and July 16, 2019

ATTACHMENT(S):

- A. 07-09-19 Council Minutes
- B. 07-16-19 Council Minutes



Staff and Governing Body meal (5:30 p.m.)

1. CALL TO ORDER

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

Others in attendance: Michael Wilkes, City Manager; Susan Sherman, Assistant City Manager; Ron Shaver, City Attorney; and City Department Directors.

2. SPECIAL BUSINESS

Acknowledge and thank Clay and Janet Blair for their generous gift of the Benjamin Franklin "Inspiration Bench" located at Stage Coach Park, overlooking the large pond.

Mayor Pro Tem Randall and Parks and Recreation Director Meadors recognized and thanked Clay and Janet Blair for their generous donation of the Benjamin Franklin "Inspiration Bench" located at Stage Coach Park.

3. DISCUSSION ITEMS

- A.** Overview of the 2020 General Fund and Library Fund Conditionally Approved Budgets including department presentations. Review of the 2020 general obligation debt financed Capital Improvement Projects within the 2019-2023 CIP.

Mathew Randall, Budget Manager gave an overview of the budget items being discussed in the workshop. City Manager Wilkes and Department directors completed department presentations. Mr. Randall wrapped up the discussion with the conditionally approved budgets for the 2020 general fund and Emily Baker, Library Director discussed the Library fund budget.

Council directed staff to bring the 2020 general obligation debt financed Capital Improvement Projects to the second budget workshop for presentation.

Budget Manager Randall concluded the discussion stating the second budget workshop would occur on July 23 with an overview of the 2020 conditionally approved water and sewer solid waste, stormwater, recreation, facility maintenance fund budgets and review of the 2020 Capital Improvement Projects within the 2019-2023 CIP.

4. ADDITIONAL ITEMS

None

5. ADJOURNMENT

The meeting adjourned at 9:27 p.m.

David F. Bryant III, MMC
Deputy City Clerk

CALL FOR SPECIAL COUNCIL MEETING BUDGET WORKSHOP
OF THE GOVERNING BODY OF THE CITY OF
OLATHE, KANSAS

July 9, 2019

TO THE GOVERNING BODY:

The Governing Body of the City of Olathe, Kansas, convened on July 9, 2019, at approximately 6:00 p.m. at the Olathe Community Center located at 1205 E. Kansas City Road, Olathe, Kansas 66061. The object of said meeting being to:

1. **CALL TO ORDER**

2. **SPECIAL BUSINESS**

Acknowledge and thank Clay and Janet Blair for their generous gift of the Benjamin Franklin "Inspiration Bench" located at Stage Coach Park, overlooking the large pond.

3. **DISCUSSION ITEMS**

- A. Overview of the 2020 General Fund and Library Fund Conditionally Approved Budgets including department presentations. Review of the 2020 general obligation debt financed Capital Improvement Projects within the 2019-2023 CIP.

4. **ADDITIONAL ITEMS**

5. **ADJOURNMENT**

Signed:

Michael E. Copeland, Mayor

Karin Brownlee
Councilmember At-Large

John Bacon,
Councilmember At-Large

Larry Campbell
Councilmember - Ward 1

Jim Randall
Councilmember - Ward 2

Wes McCoy
Councilmember - Ward 3

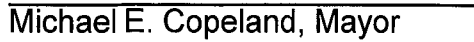
Marge Vogt,
Councilmember - Ward 4

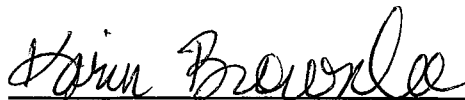
WAIVER OF NOTICE

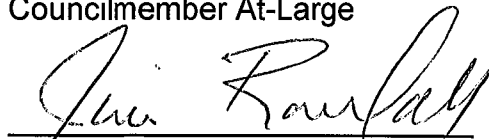
We, the undersigned, constituting all of the Councilmembers, hereby acknowledge notice of the above special meeting and waive any requirement of notice pertaining to said special meeting.

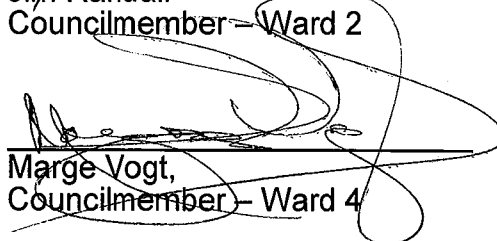
Dated this 9TH day of July, 2019.

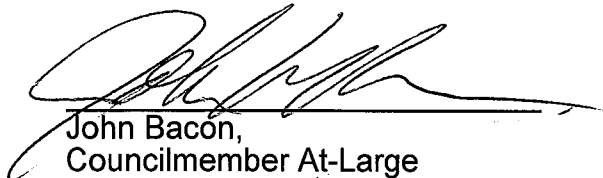
Signed:

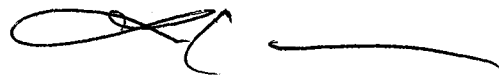

Michael E. Copeland, Mayor

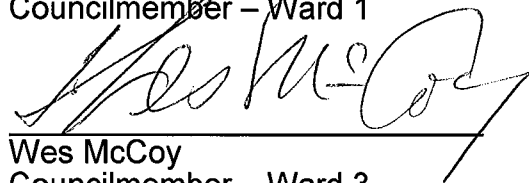

Karin Brownlee
Councilmember At-Large


Jim Randall
Councilmember - Ward 2


Marge Vogt,
Councilmember - Ward 4


John Bacon,
Councilmember At-Large


Larry Campbell
Councilmember - Ward 1


Wes McCoy
Councilmember - Ward 3



1. CALL TO ORDER

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

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

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

3. PLEDGE OF ALLEGIANCE

4. SPECIAL BUSINESS

- A.** Consideration of Resolution No. 19-1049 appointing a member to the Planning Commission.

Dean Vakas, Planning Commission Chairman, introduced Planning Commission appointee Shirley Allenbrand. Mayor Copeland presented Ms. Allenbrand with a certificate of appointment.

Motion by Randall and seconded by Bacon to approve Resolution No. 19-1049 appointing Shirley Allenbrand as a member to the Planning Commission. The motion carried by the following vote:

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

- B.** Presentation of Service Award to John Andrade.

Mayor Copeland presented John Andrade with the Barton Service Award, Olathe's highest service award, for his many years of service on multiple boards and committees for the City of Olathe.

- C.** Proclamation recognizing Aug. 6, 2019 as National Night Out.

Mayor Copeland presented Police Sergeant Logan Bonney and Police Community Outreach Specialist Beth Wendel with the proclamation.

5. PUBLIC HEARINGS

- A. Consideration of a public hearing to consider levying assessments to collect unpaid city expenditures for weed mowing and debris removal.

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 carried by the following vote:

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

6. CONSENT AGENDA

Councilmember McCoy requested item "M" be removed for separate consideration and vote.

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

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

- A. Consideration of approval of the City Council meeting minutes of June 18, 2019.
Approved
- B. Consideration of a new drinking establishment license for Courtyard by Marriott and renewal applications for Houlihan's, Applebee's Neighborhood Grill & Bar, 153rd Street Chipotle and 119th St. Chipotle.
Approved
- C. Consideration of a pawnbroker/precious metal dealer license application for The Keil Group, LLC, d/b/a Alpha Pawn & Cash, located at 115 S. Clairborne Rd. Suite F.
Approved.
- D. Acceptance of proposal and consideration of award of contract to Lockton Companies, LLC for a Benefit Plan Management Consultant for the Resource Management Department.
Approved
- E. Consideration of Resolution No. 19-1050 authorizing the execution of a cooperative agreement with Sedgwick County, Kansas and Shawnee County, Kansas (Issuers) authorizing the Issuers to exercise, on behalf of the City of Olathe, the authority and powers conferred by the Kansas Local Residential Housing Finance Law.
Approved

- F.** Consideration of Resolution No. 19-1051 expressing the intent to issue health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc.
Approved
- G.** Consideration of authorization for Mayor Copeland to attend the Iowa, Kansas, Missouri, Nebraska & Oklahoma Regional White House Conference in Washington, D.C. July 25, 2019.
Approved
- H.** Consideration of authorization for the City Manager to attend the 2019 ICMA Conference in Nashville, TN, October 20-23.
Approved
- I.** Consideration of approval for 2019 Audit Plan.
Approved
- J.** Consideration and approval of an addendum to the Subrecipient Agreement with Kansas City Area Transportation Authority for Group Trips.
Approved
- K.** Request for the acceptance of the dedication of land for public easements and street right-of-way for a final plat for Willow Crossing East Replat (FP19-0009) containing 1 common tract and public right-of-way on 0.40± acres; located along the south side of W. 143rd Street at its intersection with Parkhill Street. Planning Commission approved this plat 7-0.
Approved
- L.** Consideration of Consent Calendar.
Approved
- M.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Const. Co., Inc. for construction of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16. Councilmember McCoy commented on the various agencies involved with this project and appreciated the proposed bid coming in under the budgeted amount.
Motion by Randall and seconded by Bacon to approve consent item "M". The motion carried by the following vote:
Yes: Bacon, Brownlee, Campbell, Randall, McCoy, Vogt, and Copeland
- N.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Wiedenmann, Inc. for construction of the Little Cedar Creek (Park to Elm) Phase 1 Stormwater Improvements Project, PN

2-C-001-14.

Approved

- O.** Consideration of a Professional Services Agreement with HNTB Corporation for design of the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project, PN 2-C-030-18.
Approved
- P.** Consideration of a Professional Services Agreement with Olsson, Inc. for an Advanced Traffic Management Traffic System (ATMS) Master Plan, PN 3-C-037-19.
Approved
- Q.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Const. Co., Inc. for construction of the 119th and Pflumm Geometric Improvements Project, PN 3-C-071-18.
Approved
- R.** Consideration of a Grant of Permanent Communications Easement from the City of Olathe to Comcast of Missouri, LLC for the Santa Fe Street and Ridgeview Road Geometric Improvements Project, PN 3-C-083-15.
Approved
- S.** Consideration of an Intergovernmental Agreement with Water District No. 1 of Johnson County for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.
Approved
- T.** Consideration of a Relocation and Reimbursement Agreement with ATMOS Energy Corporation for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.
Approved
- U.** Consideration of a Utility Agreement with Kansas City Power & Light Company for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.
Approved
- V.** Acceptance of bids and consideration of award of contract to Construction Management Services Inc. for the replacement of all the acoustic ceiling tiles and grids in Parkview Manor.
Approved
- W.** Acceptance and consideration of award of contract to Carahsoft for the purchase of Qualtrics Software, licensing and services to be utilized by all departments and managed by the Customer Experience Program housed within the Customer Service Department.
Approved
- X.** Consideration of renewal of contract with Ceres Environmental for

emergency debris removal and reduction services.

Approved

- Y.** Consideration of renewal of contract with Cisco Systems, Inc. for the purchase of Cisco products and professional services for the IT Department.

Approved

- Z.** Consideration of renewal of contract with Ted Systems, LLC. for Lenel building security systems and services.

Approved

- AA.** Acceptance of bid and consideration of award to Optrics, Inc. for the purchase of Manage Engine software licenses.

Approved

- BB.** Acceptance of bid and consideration of award of contract to ConvergeOne for the purchase of new library network for use in the Indian Creek Library.

Approved

- CC.** Acceptance of bid and consideration of award of contract to NetSpot for the purchase of a laptop vending unit for the new Indian Creek Library.

Approved

- DD.** Acceptance of bid and consideration of award of contract to FE Technologies for the purchase of Radio Frequency Identification (RFID) equipment for the new Indian Creek Library.

Approved

- EE.** Consideration of renewal of contracts with C&C Group and Electronic Technology Inc for public safety, maintenance, and replacement of security camera equipment and services.

Approved

- FF.** Consideration of renewal of contracts with Johnson County Aggregates and APAC-Kansas for rock products for the Public Works and Parks and Recreation Departments.

Approved

- GG.** Consideration of renewal of contracts with O'Donnell & Sons Construction Co., Inc., Asphalt Sales Co., and Vance Brothers, Inc. for the purchase of hot and cold mix asphalt and liquid asphalt for the Streets Division of Public Works.

Approved

- HH.** Acceptance of bids and consideration of award of contracts to Shawnee Mission Ford and American Equipment Co. for the replacement of a cab & chassis and replacement and installation of a vehicle body for 2019 City's fleet.

Approved

- II.** Consideration of renewal of contract to Five-Star Trucking, LLC for the rental of tandem trucks with operators for the Field Operations Division of Public Works.

Approved

- JJ.** Consideration of renewal of contract with Tyler Technologies to provide Permitting Software for the City.

Approved

- KK.** Acceptance of bid and consideration of award of contract to Downing Sales and Service, Inc., for the purchase of an all-weather cab bulk collection truck for the Solid Waste Division of Public Works.

Approved

- LL.** Consideration of renewal of contract with nTherm, LLC for natural gas.

Approved

- MM.** Consideration of renewal of contract to Grainger for industrial supplies for various City Departments.

Approved

- NN.** Consideration of renewal of contract to Fastenal for fasteners and tools for various City departments.

Approved

7. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 19-39, RZ19-0007, requesting approval for a rezoning from R-1 and CTY RUR to M-2 District and preliminary site development plan for Olathe Facilities Expansion containing 1 lot on 70.51± acres; located in the vicinity of Old US-56 Highway and S. Robinson Drive. Planning Commission recommends approval 7-0. Dan Fernandez, Planner II in the Planning Division of the Public Works Department, completed a presentation for this item.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 19-39, RZ19-0007. The motion carried by the following vote:

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

- B.** Request for the acceptance of the dedication of land for public easements for a final plat for Olathe Facilities Expansion (FP19-0011), containing 1 industrial lot on 70.51± acres; located in the vicinity of Old US-56 Highway and S. Robinson Drive.

Motion by Randall, seconded by Bacon, to approve the dedication of land for public easements for a final plat. The motion carried by the

following vote:

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

- C. Consideration of Ordinance No. 19-40, UDO18-0002A: Requesting approval regarding proposed amendments to Chapter 18.40 of the Unified Development Ordinance. Planning Commission recommends approval 7-0.

Aimee Nassif, Chief Planning and Development Officer in the Planning Division of the Public Works Department, appeared to address questions of the Governing Body.

Councilmember Campbell thanked Ms. Nassif and her staff for all the hard work they have put into this with the development community. Mr. Campbell stated he would like to approve this as is, with the exception they take the preliminary site development from a 5 year expiration to 7 years as it would be helpful for the development community.

Councilmember Vogt asked Ms. Nasiff how this might impact what was discussed with Council previously.

Ms. Nassif stated in the eighties and nineties we had in our code an expiration period that was several years in length. Ms. Nassif stated when they started this process in June of last year they determined best practice would be to have all plans and plats with the same time period for consistency, which would be two years. After discussion and collaborations with the stakeholder group they determined they would recommend five. Ms. Nassif stated they would still recommend five years, however, included in the language we can do administrative exceptions at any time and there is no limited time period. Ms. Nassif also stated on a case by case basis where justified, they can come before the Governing Body and request any time period they like. Ms. Nassif stated they would recommend leaving the date at five years.

Councilmember Vogt asked about the amount of paperwork and cost associated with an extension.

Ms. Nassif stated there is no application fee for the request. For administrative review a letter to staff is required letting them know they can meet code requirements at the later date.

Councilmember Vogt asked if this was a contentious item with the developers involved.

Ms. Nassif stated it was as they all had different ideas for the time period. Ms. Nassif also stated during this process staff wrote in the allowance that they could come before the Governing Body on a case by case basis asking for whatever time period they would like. Ms. Nassif stated they could also do this during zoning, or plan review.

Councilmember Vogt asked for the rationale for the five year.

Ms. Nassif stated early on in their meetings with the group that they felt the five year could work for them.

Councilmember McCoy stated he concurs with Councilmember Campbell in terms of seven years versus the five years because it could give the developers a better idea of what they can plan for into the future.

Councilmember Randall asked if the developer needed more time they could come to the Governing Body as a resort requesting more time.

Ms. Nassif stated that was correct and they can come to staff for one year administrative approvals with no cap on the number of times they can request those. If they want something longer, they can come before the Governing Body.

Councilmember Bacon asked if there is any notice that goes out to the adjacent property owners about an extension request.

Ms. Nassif stated that was not added in as it would add additional layers of time for the development community. Ms. Nassif stated

that requirement is only required for zoning changes. Ms. Nassif stated they did not want to overburden things.

Councilmember Campbell commented that probably ninety-five percent of these are not going to five years anyway such as the smaller ones. Mr. Campbell stated we are really talking about the large developments costing millions and millions of dollars. Mr. Campbell commented when they make the money decision and have a lender ready to go, they could change the game plan rules on us in five years, which is what we are talking about. With some of the larger developments they take time and asked if that was a fair statement.

Ms. Nassif stated it was.

Councilmember Cambell stated he would like to make a motion to approve ordinance no. 19-40 with the exception that we take the preliminary site development expiration from five years to seven years.

Councilmember Bacon asked for clarification of the change asking if this is for Section G, under scope of approval for item 1 in the ordinance and if we are changing the five years to seven years. Mr. Bacon asked if this is the only change in the ordinance.

Ms. Nassif stated that is correct.

Motion by Cambell and seconded by McCoy to approve ordinance 19-40 with the exception they take the preliminary site development from five years to seven years expiration. The motion carried by the following vote:

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

No: Randall, and Vogt

8. NEW CITY COUNCIL BUSINESS

Councilmember McCoy thanked the City public safety staff for showing up at the Briarwood Homes Association event as well as the concert in the park at

Frontier Trails Park.

Councilmember Randall also commented on the concert as well as a benefit for the Olathe Trailblazers Special Olympics held at Frontier Trails Park. Mr. Randall thanked the various organizations that helped.

Councilmember Brownlee extended her personal thanks to John Andrade for his service to the community. Ms. Brownlee stated we lost former Congresswoman Jan Meyers recently and expressed her condolences. Ms. Brownlee also commented on the tremendous work the City has done for the upcoming public library and newly opened Lake Olathe park.

9. END OF TELEVISED SESSION

10. GENERAL ISSUES AND CONCERNS OF CITIZENS

Mayor Copeland reminded speakers of the rules concerning addressing the Governing Body this evening. Mr. Copeland noted there are eighteen people signed up to discuss the potential non-discrimination ordinance. Mr. Copeland stated since this item is on the agenda as part of our planning session tonight, we will not enforce the thirty minute limit this evening as our policy requires. Mr. Copeland further stated each individual will still need to stay within their allotted five minutes. Mr. Copeland stated all comments on the proposed ordinance will happen under this portion of the agenda and not during the upcoming planning session.

Brandon Becker, 616 N. Rogers Road, Builders Stone Masonry business owner. Mr. Becker stated he was present to dispute some of the findings presented at the June 18 City Council meeting for a land use study prepared by a consultant for 118th Street and Renner Boulevard.

Kate Guimbellot, 11236 S. Race St., spoke in support of a non-discrimination ordinance.

Jacob Swisher, 1308 E. 152 St., spoke in opposition to a non-discrimination ordinance.

JoAnn Klaassen, 14520 S. Shannon, spoke in opposition to a non-discrimination ordinance.

Rosemary Bowden, 1717 E. Sleepy Hollow Dr., spoke in opposition to a non-discrimination ordinance.

Kevin Gilmore, 16367 S. Kaw St., spoke in opposition to a non-discrimination ordinance.

Veronica Malone, 14405 S. Lucille Ct., spoke in support of a non-discrimination ordinance.

Robynn Andracsek, 11526 S. Roundtreet St., spoke in support of a non-discrimination ordinance.

Gary Kendall, 12417 S. Ellsworth St., spoke in opposition to a non-discrimination ordinance.

Nikki McDonald, 14506 S. Darnell St., spoke in support of a non-discrimination ordinance.

Carolyn Finken-Dove, 601 N. Persimmon Dr., spoke in support of a non-discrimination ordinance.

Mike Jensen, 1257 E. Butterfield Pl., spoke in opposition to a non-discrimination ordinance.

Phil Walsh, 1613 E. Sheridan St., spoke in opposition to a non-discrimination ordinance.

Sheila Worcester, 601 S. Sherman Ave., spoke in opposition to a non-discrimination ordinance.

John Newson, 904 S. Clearwater Creek Dr., spoke in opposition to a non-discrimination ordinance.

Alan Marston, 14563 S. Constance St., spoke in support of a non-discrimination ordinance.

Lisa Lero, 410 E. Cedar St., spoke in support of a non-discrimination ordinance.

Brett Hoedl, 17446 W. 161st St., spoke in support of a non-discrimination ordinance.

Mayor Copeland asked City Manager Wilkes to indicate how those that did not get a chance to speak before the City Council may communicate their comments.

Michael Wilkes, City Manager, stated persons that would like to make comments for the public record may go to the City website and under the Council's page there will be a link to submit comments starting July 17 and running through July 30. Mr. Wilkes stated the comments will be submitted onto the public record to the City Council.

11. 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 regarding an ordinance adding Chapter 2.43 to the Olathe Municipal Code pertaining to Unlawful Discrimination.
The report was accepted and no presentation was given.

Councilmember Bacon asked if this item would return to a future agenda.

Mayor Copeland stated we would get the citizen feedback first.

2. Report on proposed amendments to the Olathe Municipal Code concerning certain fines and a proposed Ordinance adding the offense of Operating a Vessel Under the Influence of Alcohol or Drugs to the Olathe Municipal Code.
The report was accepted and no presentation was given.
Mayor Copeland stated this item would return to a future Council meeting.

3. Report on 2020 Community Development Block Grant (CDBG) funding recommendations.
The report was accepted and no presentation was given.

B. DISCUSSION ITEMS

1. Municipal Court Activities and Initiatives. (15 mins)

A presentation of Municipal Court Activities and Initiatives was completed by Judge Katie McElhinney and Court Administrator Kristi Orbin.

12. ADDITIONAL ITEMS

Councilmember McCoy thanked Parks and Recreation for their work on the fourth of July. Mr. McCoy also commented on the City's efficient trash collection.

Councilmember Vogt thanked staff for their responsiveness to Council on items.

Councilmember Campbell inquired of staff if the 119th Street and Renner report possibilities Mr. Becker had concerns with was just for the possibilities and not accepted.

Aimee Nassif, Chief Planning and Development Officer in the Planning Division of the Public Works Department, stated the Renner study was accepted at the last Council meeting.

Councilmembers shared concerns about the study and opportunities to address questions they may have.

Michael Wilkes, City Manager, stated he thought there is a misconception about this and the study was started before this issue ever came up. Mr. Wilkes stated the study was done to see if the redevelopment of that corner, based on the comprehensive plan was valid. Mr. Wilkes stated all we did was initiate a study to see if the direction of the comprehensive plan was still valid in terms of market forces, which is what the study addressed.

Councilmember Brownlee stated on another study item she wanted to register that she does not agree with the report they received on the NDO. Ms. Brownlee believes that some of the information is not factual from what she knows. Ms. Brownlee felt like there was not an opportunity to register that and was important to communicate that publicly. Ms. Brownlee stated we need to figure out where to go from here.

13. ADJOURNMENT

The meeting adjourned at 9:40 p.m.

David F. Bryant III, MMC

Deputy City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

SUBJECT: Consideration of a new drinking establishment application for Aoyama Ramen, located at 14960 W. 119th Street and renewal applications for Texas Roadhouse of Kansas, LLC, located at 11973 Strang Line Road and K Macho's Mexican Restaurant, located at 1229 E. Santa Fe.

ITEM DESCRIPTION:

Consideration of a new drinking establishment application for Aoyama Ramen, located at 14960 W. 119th Street and renewal applications for Texas Roadhouse of Kansas, LLC, located at 11973 Strang Line Road and K Macho's Mexican Restaurant, located at 1229 E. Santa Fe.

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.

Aoyama Ramen
14960 W. 119th Street
Olathe, Kansas 66062

Texas Roadhouse of Kansas, LLC
11973 Strang Line Road
Olathe, Kansas 66061

K Macho's Mexican Restaurant
1229 E. Santa Fe
Olathe, Kansas 66061

FINANCIAL IMPACT:

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

ACTION NEEDED:

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

ATTACHMENT(S):

- A. Aoyama Ramen - Staff Recommendations
- B. Texas Roadhouse - Staff Recommendations
- C. K Macho's Mexican Restaurant - Staff Recommendations

Brenda Long

From: Brenda Long
Sent: Friday, July 19, 2019 10:51 AM
To: Benjamin Laxton; Curtis Bowman; Dennis Pine; GIS Shared; James Gorham; Rachelle Breckenridge
Subject: DEL - Aoyama Ramen 07-18-19
Attachments: DEL - Aoyama Ramen 07-18-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 7/19/2019 4:29 PM
	Curtis Bowman	Approve: 7/23/2019 5:38 AM
	GIS Shared	Approve: 7/23/2019 10:08 AM
	James Gorham	Approve: 7/22/2019 3:40 PM
	Rachelle Breckenridge	Approve: 7/24/2019 2:18 PM

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, July 26th.

[Brenda Long](#), Assistant City Clerk

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Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



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JUL 18 2019

CITY OF OLATHE
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 07/18/19 Business Phone: 913 499 6082
Name of Applicant: Aoyama Ramen
Business Address of Applicant: 14960 W. 119 St Olathe KS 66062
City State Zip
E-mail Address of Applicant (optional): Aoyama Ramen KC@Gmail.com
Legal description of premises: Black Bob corner. L.L.C.

Owner of premises (if different than applicant): _____

Address of owner of premises: 605 W. 47th Kansas City MO 64112
City State Zip

Items required that must accompany this application:

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

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

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

Bin Zheng
Name of Applicant (Print Please)

[Signature]
Signature

Manager
Title

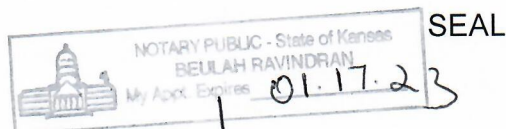
State of Kansas

County of Johnson

[Signature]
Notary

Sworn and subscribed before me this

This 18 day of July, 2019



[Signature]

Cash Receipt



Receipt #: 47707
User: JOLENEP
Dept: CC
Date: 07/18/2019
Time: 15:09:14

CITY OF OLATHE - CITY CLERK CASH RECEIPT
PO BOX 768
OLATHE KS 66061

Customer: Aoyama Ramen LLC

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	Aoyama Ramen LLC NEW	1275	\$500.00
Final Total Received			\$500.00

Brenda Long

From: Brenda Long
Sent: Tuesday, July 16, 2019 2:15 PM
To: Benjamin Laxton; Curtis Bowman; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - Texas Roadhouse 07-16-19
Attachments: DEL - Texas Roadhouse 07-16-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 7/16/2019 5:21 PM
	Curtis Bowman	Approve: 7/23/2019 5:42 AM
	Dianna Wright	Approve: 7/16/2019 2:27 PM
	GIS Shared	Approve: 7/18/2019 10:56 AM
	James Gorham	Approve: 7/25/2019 4:19 PM
	Rachelle Breckenridge	Approve: 7/26/2019 1:49 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by July 23.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: July 16, 2019

Resource Management is in receipt of Texas Roadhouse of Kansas, LLC liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Texas Roadhouse of Kansas, LLC, I hereby determine that the application meets the requirements as set forth by the above reference section.

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

CITY OF OLATHE

DRINKING ESTABLISHMENT LICENSE APPLICATION



Date: 7-8-19 Business Phone: 913-397-8222
 Name of Applicant: Texas Roadhouse of Kansas, LLC
 Business Address of Applicant: 11973 Strange Line Rd Olathe, KS 66062
 City State Zip
 E-mail Address of Applicant (optional): Laura.young@texasroadhouse.com
 Legal description of premises: see attachments

Owner of premises (if different than applicant): Texas Roadhouse Holdings LLC
 Address of owner of premises: 6040 Dutchmans lane Louisville KY 40205
 City State Zip

Items required that must accompany this application:

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

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

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

W. Kent Taylor
 Name of Applicant (Print Please)

State of Kentucky

W. Kent Taylor
 Signature

County of Jefferson

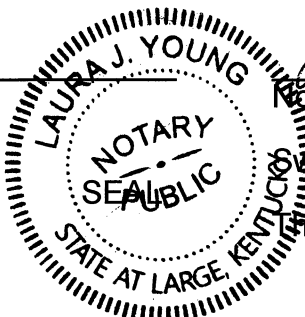
President, CEO, Chairman
 Title

Laura J. Young
 Notary

RECEIVED

JUL 16 2019

CITY OF OLATHE
 CITY CLERK OFFICE



Sworn and subscribed before me this
 This 11 day of July, 2019

Notary Public, State at Large, KY
 My commission expires Jan. 25, 2022

Cash Receipt



Receipt #: 47669
User: JOLENEP
Dept: CC
Date: 07/16/2019
Time: 10:51:15

CITY OF OLATHE - CITY CLERK CASH RECEIPT
PO BOX 768
OLATHE KS 66061

Customer: Texas Roadhouse

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	Texas Roadhouse RENEW	764609	\$500.00
Final Total Received			\$500.00

Brenda Long

From: Brenda Long
Sent: Thursday, July 18, 2019 9:34 AM
To: Benjamin Laxton; Curtis Bowman; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - KMachos 07-17-19
Attachments: DEL - KMachos 07-17-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 7/18/2019 4:48 PM
	Curtis Bowman	Approve: 7/23/2019 5:40 AM
	Dianna Wright	Approve: 7/18/2019 2:07 PM
	GIS Shared	Approve: 7/23/2019 9:01 AM
	James Gorham	Approve: 7/25/2019 4:19 PM
	Rachelle Breckenridge	Approve: 7/26/2019 1:55 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 7/25/19.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: July 18, 2019

Resource Management is in receipt of K Macho's Mexican Restaurant & Cantina liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of K Macho's Mexican Restaurant & Cantina, I hereby determine that the application meets the requirements as set forth by the above reference section.

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

RECEIVED

JUL 17 2019

CITY OF OLATHE
CITY CLERK OFFICE

CITY OF OLATHE

DRINKING ESTABLISHMENT LICENSE APPLICATION



Date: 07/11/2019 Business Phone: 913-281-2424

Name of Applicant: K MACHO'S MEXICAN RESTAURANT

Business Address of Applicant: 1229 E SANTA FE, OLATHE, KS 66061
City State Zip

E-mail Address of Applicant (optional): _____

Legal description of premises: _____

Owner of premises (if different than applicant): ARMANDO ROMERO

Address of owner of premises: 10313 BARTON ST, OVERLAND PARK, KS 66214
City State Zip

Items required that must accompany this application:

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

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

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

ARMANDO ROMERO

Name of Applicant (Print Please)

Armando Romero
Signature

PARTNER

Title

State of KANSAS

County of JOHNSON

Jolene Prochko
Notary

Sworn and subscribed before me this

This 17TH day of JULY, 2019

SEAL



Cash Receipt

Receipt #: 47683
User: JOLENEP
Dept: CC
Date: 07/17/2019
Time: 10:41:03



CITY OF OLATHE - CITY CLERK CASH RECEIPT
PO BOX 768
OLATHE KS 66061

Customer: K-Macho's

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	K-Macho's Mexican Restaurant	13592	\$500.00
Final Total Received			\$500.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Resolution No. 19-1052 consenting to the assignment of a portion of the benefits of Resolution No. 18-1020 determining the intent of the City to issue industrial revenue bonds from Ace Properties LLC to Hunt Investments, LLC.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1052 consenting to the assignment of a portion of the benefits of Resolution No. 18-1020 determining the intent of the City to issue industrial revenue bonds from Ace Properties LLC to Hunt Investments, LLC.

SUMMARY:

The City previously approved Resolution No. 18-1020 (Attachment A) determining the intent of the City to issue \$5,8000,000 in industrial revenue bonds for various projects to be constructed by Ace Properties LLC.

Ace Properties LLC is selling property located at 579. N. Lindenwood to Hunt Investments, LLC. Hunt Investments, LLC intends to construct an approximate 15,000 square foot office and warehouse building that will be located at this property.

Ace Properties LLC and Hunt Investments, LLC have requested that the City assign up to \$2,000,000 of the Resolution of Intent from Ace Properties LLC to Hunt Investments, LLC.

Attached is Resolution No. 19-1052 (Attachment B) prepared by Gilmore & Bell, P.C., the City's bond counsel consenting to the assignment.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

Approve Resolution No. 19-1052

ATTACHMENT(S):

Attachment A. Resolution No. 18-1020

Attachment B: Resolution No. 19-1052

RESOLUTION NO. 18-1020

RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED \$5,800,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES FOR THE BENEFIT OF ACE PROPERTIES LLC AND ITS SUCCESSORS AND ASSIGNS.

WHEREAS, the City of Olathe, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Ace Properties LLC, a Kansas limited liability company (the "Company") has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, constructing and equipping an approximately 260,000 square foot commercial facility in the Issuer, as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed \$5,800,000 (the "Bonds"), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed \$5,800,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located at approximately 520 N. Lindenwood Drive in the City of Olathe, Kansas, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed \$5,800,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Issuer's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Issuer.

Section 6. Limited Obligations of the Issuer. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the amounts derived by the Issuer under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the Issuer, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct and equip the Project, the Issuer hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Issuer's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as follows:

<u>Year¹</u>	<u>Approximate Percentage of Payments in Lieu</u>
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

¹Year refers to the first full calendar year following the issuance of the bonds.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the Issuer shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the performance based tax agreement executed by the Issuer and the Company. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the bonds are issued. The foregoing percentages are subject to adjustment in accordance with the performance based tax abatement agreement for the Project.

Section 10. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by adoption of an Ordinance and compliance with other state law requirements. The Issuer has not yet adopted an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be issued or that the Project will be approved.

Section 11. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The City may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

ADOPTED this 20th day of February, 2018.



[SEAL]

ATTEST:

Erin Vincent
City Clerk

CITY OF OLATHE, KANSAS

By: *[Signature]*
Mayor

RESOLUTION NO. 19-1052

RESOLUTION CONSENTING TO THE ASSIGNMENT OF A PORTION OF THE BENEFITS OF RESOLUTION NO. 18-1020 FROM ACE PROPERTIES LLC TO HUNT INVESTMENTS, LLC, OR ITS SUCCESSORS IN INTEREST

WHEREAS, the City of Olathe, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the City has previously adopted Resolution No. 18-1020 (the “Resolution of Intent”) determining the intent of the City to issue its industrial revenue bonds, in one or more series, the aggregate amount of all series not to exceed \$5,800,000 (the “Bonds”), to finance the costs of acquiring, constructing and equipping one or more facilities for the benefit of Ace Properties LLC, a Kansas limited liability company (the “Company”); and

WHEREAS, Section 12 of the Resolution of Intent permits the Company, with the prior written consent of the City, to assign all or a portion of its interest in the Resolution of Intent to another entity, thereby conferring on such entity the benefits of the Resolution of Intent and the proceedings related thereto; and

WHEREAS, the Company desires to assign up to \$2,000,000 of its interest in the Resolution of Intent to Hunt Investments, LLC, a Kansas limited liability company, or its successors in interest (the “Assignee”), for the acquiring, constructing and equipping of an approximately 15,000 square foot office and warehouse facility located at 579 N. Lindenwood within the City (the “Project”); and

WHEREAS, the City desires to consent to such assignment of the Resolution of Intent to the Assignee.

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

Section 1. Assignment of Resolution of Intent. The Governing Body of the City hereby consents to the assignment by the Company of up to \$2,000,000 of the Company’s interest in the Resolution of Intent to the Assignee. The City agrees that the Assignee will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Company.

Section 2. Authorization to Proceed. The Assignee is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Assignee for expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 3. Benefit of Resolution. This portion of the Resolution assigned hereunder will inure to the benefit of the City and the Assignee. The Assignee may, with the prior written consent of the City,

assign such interest in this Resolution and the Resolution of Intent to another entity, and such assignee will be entitled to the benefits of this Resolution, the Resolution of Intent and the proceedings related hereto.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this ____ day of _____, 2019.

CITY OF OLATHE, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Fire & Legal

STAFF CONTACT: Jeff DeGranffenreid; Ron Shaver; Daniel Yoza

SUBJECT: Consideration of a detachment agreement with the Northwest Consolidated Fire District of Johnson County.

ITEM DESCRIPTION:

Consideration of a detachment agreement with the Northwest Consolidated Fire District of Johnson County.

SUMMARY:

K.S.A. 19-3623f provides that any land included in a fire district which is later annexed by any city shall remain a part of the fire district unless approved for detachment and exclusion from the boundaries of the fire district by the city, the fire district, and the board of county commissioners.

The Governing Body has approved Ordinance No. 18-63, annexing property into the City of Olathe which is currently within the territory of the Northwest Consolidated Fire District of Johnson County ("NWCFD"). The annexation included approximately 119 acres at the intersection of K-7 Highway and West 119th Street.

The City has negotiated the attached detachment agreement with NWCFD ([Attachment A](#)) consistent with the aforementioned statute and related statutes. This detachment agreement is substantively identical to the recent detachment agreements with Johnson County Fire District Nos. 1 & 2 in 2013, 2015, and 2017.

The board of the NWCFD has considered and approved the detachment agreement. Upon City Council approval, the Agreement will be presented to the Board of County Commissioners for their approval.

FINANCIAL IMPACT:

After the detachment takes effect, the annexed properties will no longer be subject to the NWCFD mill levy and will become subject to the full Olathe mill levy.

ACTION NEEDED:

Approve the detachment agreement with the Northwest Consolidated Fire District of Johnson County.

ATTACHMENT(S):

Attachment A - Detachment Agreement with NWCFD

JOHNSON COUNTY NORTHWEST CONSOLIDATED FIRE DISTRICT

July 24, 2019

Mayor Michael E. Copeland
City of Olathe, Kansas
100 East Santa Fe Street
Olathe, KS 66061-3409

Re: Northwest Consolidated Fire District Detachment Agreement with the City of Olathe 2018

Dear Mayor Copeland:

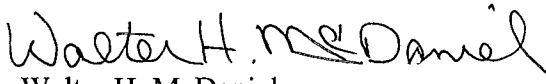
As the Chairman of the Northwest Consolidated Fire District Board, I am submitting to you two original executed copies of the "Agreement Detaching Property Within Johnson County From Northwest Consolidated Fire District To The City Of Olathe."

Please note that the Board has elected not to request compensation due to the nature and extent of the detached property. However, with respect to consideration of future detachment requests, the Board wishes to emphasize that it will continue to consider the appropriateness of requesting monetary compensation due to the impact of any detachments on the remainder of the District.

Additionally, the Board wishes to thank you and the Olathe City staff for its continued cooperation and assistance in the City's dealings with the District.

Very truly yours,

**JOHNSON COUNTY NORTHWEST
CONSOLIDATED FIRE DISTRICT**

By: 
Walter H. McDaniel
Chairperson

Enclosures

**AGREEMENT DETACHING PROPERTY WITHIN JOHNSON COUNTY FROM
NORTHWEST CONSOLIDATED FIRE DISTRICT TO THE CITY OF OLATHE**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, between the City of Olathe, Kansas (hereafter referred to as "City"), and Johnson County Northwest Consolidated Fire District (hereafter "District"), each party having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the District has been duly created and authorized under the provisions of K.S.A. 19-3613 *et seq.* to provide fire protection services to certain territory in Johnson County, and,

WHEREAS, the Governing Body of the District is authorized by the provisions of K.S.A. 19-3623f, acting jointly with the governing body of a city, to detach and exclude from the existing territory of the District any of its territory which may have been included within the corporate limits of such city by subsequent annexation, and,

WHEREAS, certain territory of the District as originally created has been annexed by subsequent action of the City pursuant to K.S.A. 12-520 so that it is now included within the corporate limits of the City, and,

WHEREAS, in the judgment of the Governing Body of the District, such annexed territory, because of its location, density, and proximity to existing fire stations and facilities of the City in relation to the station and facilities of the District, may be best protected by the City, and properly provided with fire protection in such annexed areas, and,

WHEREAS, the City through its annexation ordinance has reaffirmed its interest in and willingness to assume fire protection for such annexed territories, and has negotiated the detachment of such territories, all pursuant to the authority granted by K.S.A. 19-3623f, and

WHEREAS, the Governing Body of the District has determined that the detachment and exclusion of such territory by the City will not materially jeopardize or affect the remaining tax base or affect the ability of the remaining territory of the District to support and provide for adequate fire protection for the District and would not impair or render less effective or efficient the existing fire stations and operations within the remaining territory of the District. The Governing Body of the District has determined that detachment of these parcels is in the best interest of the patrons in the detached areas.

NOW THEREFORE in consideration of the above recitals, the City and the District agree to the following:

1. That property annexed by the City pursuant to Ordinance No. 18-46, which was subsequently amended by Ordinance No. 18-63, which is currently located within the territory of the District and which has not been previously detached (a copy of the annexation ordinances is attached hereto as Exhibit 1) shall be detached and excluded from the boundaries of the District and shall be transferred to and provided fire protection services by the City, subject to the requirements set forth in K.S.A. 19-3623f. A Map of such property is attached hereto as Exhibit 2, and legal description is attached hereto as Exhibit 3.

2. In accordance with K.S.A. 12-546, because the Property was annexed into the City but will not be detached from the District in the tax year when the annexations occurred, the District will continue to levy taxes for fire service against the Property and provide fire service to the Property until December 31, 2019. Thereafter, the City will levy taxes for fire service against the Property and will provide fire service to the Property. All general obligation bonds issued by the District for the acquisition or construction of fire stations or buildings, the acquisition of sites therefor and the purchase of firefighting equipment for use in the District, which were issued prior to the effective date of the annexation of the Property, as herein provided, shall continue as an obligation of the Property at the time such bonds were issued, all as provided for in K.S.A. 19-3623f.

3. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

4. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

5. In the event any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

7. The terms and provisions of this Agreement neither include or effect the transfer of any real or personal property owned by the District nor the payment of compensation therefor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

CITY OF OLATHE, KANSAS

By:

Michael E. Copeland
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

JOHNSON COUNTY NORTHWEST
CONSOLIDATED FIRE DISTRICT

Walter H. McDaniel

Chairperson

ATTEST:

D.W. Garrett

Secretary

APPROVED AS TO FORM:

Frank J. John

Fire District Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Parks & Recreation

STAFF CONTACT: Michael Meadors and Kathy Rankin

SUBJECT: Consideration and Approval of 2020 Community Development Block Grant (CDBG) funding recommendations

ITEM DESCRIPTION:

Consideration and Approval of 2020 Community Development Block Grant (CDBG) funding recommendations.

SUMMARY:

The City of Olathe has a long-standing cooperative agreement with Johnson County for receiving CDBG funds. As a result of the agreement, the City of Olathe receives 41% of the County's CDBG funds. The projected 2020 allocation amount is \$328,000.

The City of Olathe and Johnson County utilize the same CDBG application, guidelines and procedures. Olathe is responsible for advertising CDBG grant funding availability, conducting a public hearing, which took place May 7, 2019, overseeing the Olathe application and review process, and making funding recommendations. Olathe received thirteen grant applications and on June 6, 2019 grant applicants presented their proposals and funding requests to a review committee comprised of city staff and community individuals.

The following funding recommendations were reviewed as a Report by City Council at the July 16, 2019 meeting.

Public Facilities and Housing

City of Olathe Sidewalk Project-Keeler Street	\$100,000.00
Community Enhancement Officer (Full-Time)	\$ 27,000.00
Parkview Manor Bathroom Upgrades	\$ 14,800.00
Parkview Manor Parking Lot Resurfacing	\$ 30,000.00
City of Olathe Corey Circle Playground	\$ 30,000.00
Pine and Elm Driveway and ADA entrances	\$ 57,000.00
Friends of JCDS	\$ 20,000.00

Public Services

Salvation Army - Emergency Assistance	\$ 7,000.00
Catholic Charities - Emergency Assistance	\$ 8,000.00
JoCo Park & Rec - Before & After School Scholarships	\$ 5,200.00
Taxi Program	\$ 29,000.00

TOTAL	\$328,000.00
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If additional funds are allocated by the federal government, the committee is recommending they be disbursed between Parkview Manor bathroom project and Catholic Charities. If funds are reduced by federal government, the Parkview Manor bathroom project would be reduced

MEETING DATE: 8/6/2019

FINANCIAL IMPACT:

Approximately \$328,000 in federal funds are being made available to Olathe to address public improvements, housing services, community development, and public services that benefit low to moderate income persons.

ACTION NEEDED:

Approval of the 2020 CDBG funding recommendations

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:

Consideration of Consent Calendar.

SUMMARY:

Consent Calendar consists of Project Completion Certificates, Change Orders, and Final Pay Estimates for Public Works projects.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Approve Consent Calendar for August 6, 2019.

ATTACHMENT(S):

A: Consent Calendar

B: Change Orders

City Council Information Sheet

Date: August 6, 2019

ISSUE: Consent Calendar for: August 6, 2019**DEPARTMENT:** Public Works**SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Stonebridge Trails 4th Plat Phase II – 3-D-043-18 – Street
- b) Stonebridge Trails 4th Plat Phase II – 3-D-043-18 – Storm Sewers
- c) Archer Subdivision – 3-D-040-18 – Storm Sewers
- d) Covington Court 2nd Plat – 3-D-117-16- Street
- e) The Greens at Prairie Highlands 6th Plat – 3-D-001-18 – Storm Sewers
- f) The Greens at Prairie Highlands 6th Plat – 3-D-001-18 – Street
- g) The Greens at Prairie Highlands 6th Plat – 1-D-001-18 – Sanitary Sewer
- h) The Greens at Prairie Highlands 6th Plat – 5-D-006-18 – Waterlines
- i) Hickman Farms Estate – 1-D-002-19 – Sanitary Sewer
- j) K-7 Turn Lane Archer Subdivision – 1-D-018-18 – Street
- k) K-7 Turn Lane Archer Subdivision – 3-D-018-18 – Street
- l) 151st and Mur-Len Geometric Improvements – 3-C-105-12 – Street, Waterlines, Storm Sewers, Street Lights
- m) Park View 2nd Plat – 5-D-051-18 – Waterlines

2) CHANGE ORDERS

- a) 151st and Mur-Len Geometric Improvements – 3-C-105-12

3) FINAL PAYMENT TO CONTRACTORS

- a) 151st and Mur-Len Geometric Improvements – 3-C-105-12

Final Payment	\$ 233,610.97
Paid to Date	\$ 2,051,387.56
Original Contract Amount	\$ 2,291,563.00
Total Change Orders	\$ (6,564.47)
Change Order 1: \$42,337.00 (10/22/18)	
Change Order 2 - FINAL: (\$48,901.47) (7/22/19)	
Final Contract Amount	\$ 2,284,998.53
Contractor – VF Anderson Builders LLC	

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



CHANGE ORDER NO: 2 - FINAL	PROJECT NAME	151st & Mur-Len Geometric Improvements
CITY PROJECT NO. 3-C-105-12		with traffic signal
CONTRACT DATE: March 20, 2016	ENCUMBRANCE NO	700879
CONTRACTOR: VF Anderson Builders		
ENGINEER: Affinis		

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
3	Curb & Gutter, (Type B)	1202	1226	LF	\$17.00	\$442.00
5	Concrete Commercial Entrance Drive (7")	597	540	SY	\$63.00	(\$3,591.00)
37	Asphaltic Concrete Modified Superpave Base	2178	1494.1	TON	\$78.00	(\$53,344.20)
38	Asphaltic Concrete Modified Superpave Surface	1488	1782.95	TON	\$72.00	\$21,236.40
39	Asphalt Patching (est.)	50	42	TON	\$178.00	(\$1,424.00)
41	Temporary Surfacing Material (BM-2) (est)	100	0	TON	\$270.00	(\$27,000.00)
42	Temporary Surfacing Material (AB-3) (est)	100	0	TON	\$32.00	(\$3,200.00)
43	Aggregate Base (6") (Modified AB-3)	5585	5669.3	SY	\$8.00	\$674.40
44	Concrete Base Widening	9167	10177	SF	\$4.50	\$4,545.00
45	Curb & Gutter, (Type A)	32		LF	\$85.00	(\$2,720.00)
46	Curb & Gutter, (Type B)	2595	2582	LF	\$17.00	(\$221.00)
47	Curb & Gutter, (Type E)	2008	1913	LF	\$15.00	(\$1,425.00)
48	Curb & Gutter, (Type B-Parking Lot Curb)	42	148	LF	\$85.00	\$9,010.00
49	Curb & Gutter, (Type C-Parking Lot Curb)	101	0	LF	\$57.00	(\$5,757.00)
50	Curb & Gutter, (Ramp Curb)	37	0	LF	\$27.00	(\$999.00)
53	Concrete Pavers	2654	3998.43	SF	\$11.00	\$14,788.73
54	Concrete Commercial Entrance Drive (7")	272	352	SY	\$63.00	\$6,930.00
55	Sidewalk w/Abutting Retaining Wall	81	70	CY	\$756.00	(\$8,316.00)
56	Sidewalk Construction (4")	11494	12068.5	SF	\$5.00	\$2,872.50
57	Type I ADA Ramps	8	10	EA	\$1,500.00	\$3,000.00
76	Pipe Underdrain (6") (All Types) (Est)	100	0	LF	\$33.00	(\$3,300.00)
77	Waterline Pipe 8" DIP	77	30	LF	\$180.00	(\$8,460.00)
78	Waterline Pipe 12" DIP	135	40	LF	\$229.00	(\$21,755.00)
80	Water Valve Adjustment	6	0	EA	\$355.00	(\$2,130.00)
81	Water Meter Adjustment	2	0	EA	\$374.00	(\$748.00)
100	Service Water Line Relocation (Est)	100	0	LF	\$22.00	(\$2,200.00)
108	Bluegrass Sod	4343	6282	SY	\$6.00	\$11,634.00
109	Monument Box	1	0	EA	\$1,600.00	(\$1,600.00)
115	Asphalt Material Adjustment	0	1	LS	\$24,155.70	\$24,155.70

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$2,291,563.00
Net change by Previous Change Orders	\$42,337.00
The Contract Sum Prior to This Change Order Was	\$2,333,900.00
The Contract Sum Shall be (Increased) (Decreased)	
by This Change Order.....	(\$48,901.47)
The New Contract Sum With All Approved Change	
Orders Will Be.....	\$2,284,998.53
Original Contract Time.....	N/A days
The Contract time Will Be (Increased) (Decreased)-	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change	
Orders is.....	N/A days
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	N/A

RECOMMENDED

City of Olathe Public Works
Project Manager - Therese Vink

By: Therese Vink
Date: 7-17-19

APPROVED

VF Anderson Builders
Contractor

By: [Signature]
Date: 7-17-2019

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By: Nate Baldwin
Date: 7-22-19

By: _____ AGREEMENT TO THIS _____ day of _____ 2019
City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Amendment to the Agreement with McCown Gordon Construction for construction of the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

ITEM DESCRIPTION:

Consideration of Amendment No. 2 to the Agreement with McCown Gordon Construction, LLC for construction of the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

SUMMARY:

The Parks Operations division is currently located at 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 approved the Design-Build Agreement with McCown Gordon Construction, LLC (McCown Gordon) for the Park Maintenance Facilities Improvements Project. Initial approval of the Agreement authorized design and preconstruction services as well as established the design-builder fees for the construction phase. As part of their preconstruction services, McCown Gordon partnered with staff and our design team throughout the design phase to advise on matters affecting cost, materials and quality, schedule, constructability, etc. The preconstruction phase concludes with McCown Gordon providing the city with a Guaranteed Maximum Price (GMP) for the construction of this project

To expedite the construction schedule, the GMP was divided into two packages. The first GMP was for site improvements and the pre-engineered building structure, and was approved by City Council on June 18, 2019. This second and final GMP completes the building shell, interior and all remaining project scopes. Amendment No. 2 to the Agreement increases the Guaranteed Maximum Price by \$5,040,473 to a total of \$10,500,000.

The Park Maintenance Facilities Improvements Project design and construction schedule accommodates a May 2020 closing date for the sale of the existing Spruce St. campus. Construction is currently underway and is tentatively scheduled to be completed in Spring 2020.

FINANCIAL IMPACT:

Funding for the Park Maintenance Facilities Improvements Project includes:

Cash	\$ 2,000,000
<u>GO Bonds</u>	<u>\$ 9,500,000</u>
Total	\$11,500,000

MEETING DATE: 8/6/2019

ACTION NEEDED:

Approval of Amendment No. 2 to the Agreement with McCown Gordon Construction, LLC for construction of the Park Maintenance Facilities Improvements Project, PN 6-C-001-18.

ATTACHMENT(S):

- A: Amendment No. 2
- B: Project Fact Sheet
- C: Project Location Map



Design-Build Contract Amendment

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Amendment Number: 02		Amendment Effective Date: (if blank, use the date when executed by both parties)	
Project: Olathe Parks Maintenance Facility 56Hwy & S. Robinson Dr. Olathe, KS 66061		Design-Builder's Project No: 01-07-0929	
		Date of Agreement: November 6, 2019	
Owner: The City of Olathe, Kansas P.O. Box 768 Olathe, Kansas 66051		Design-Builder: McCownGordon Construction 850 Main Street Kansas City, Missouri 64105	
Scope of Amendment: (describe here or refer to attached document)			

Exhibit A.1 – Narrative and GMP
Exhibit B.1 – Construction Schedule
Exhibit C.1 – Contract Document Log

By executing this Amendment, Owner and Design-Builder agree to modify the Agreement as stated above. Upon execution, this Amendment becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition). There is no change in the Contract Price or Contract Time.

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

By: J. Brett Gordon
Printed Name: J. BRETT GORDON
Title: CHAIRMAN / PRESIDENT
Date: 7/24/19

EXHIBIT A.1 – NARRATIVE AND GMP

CITY OF OLATHE | OLATHE PARKS MAINTENANCE FACILITY | OLATHE, KS
CONTRACT AMENDMENT NO. 02. | 07/23/2019

EXECUTIVE SUMMARY

This Guaranteed Maximum Price (GMP) Contract Amendment 02 Proposal is the second of two amendments for the construction of a 23,500 square foot floor slab with a 6,900 square foot mezzanine for the total 30,400 square foot of PEMB on an approximate 4-acre site. Contract Amendment No. 02 is based on documents in Bid Package #2: Core and Shell, and Interior Finishes as developed by the Clark Enersen Partners and its respective consultants and as identified in the Contract Document log provided in Exhibit C.1 with modifications set forth in the clarifications and exclusions below.

GMP #2 BASE BID

Our Contract Amendment No. 02 is based on the below items:

- The original Preconstruction GMP Contract Amount is **\$418,600** (DBIA 530 Standard Form of Agreement Between Owner and Design-Builder dated November 6, 2018).
- Contract Amendment No. 01 **\$5,040,927** (DBIA Builder-Contract Amendment dated June 12, 2019).
- The GMP Proposal for this Contract Amendment No. 02 per scope and Contract Documents is **\$5,040,473**.

With amendment No. 02 the new contract amount will be **\$10,500,000** based on the previously approved DBIA 530, Contract Amendment No. 01, and the addition of this Contract Amendment No. 2.

SCHEDULE OF ALLOWANCES

The following allowances are included within the project and will be tracked and managed as the project progresses. If additional funds beyond the allowance are required, change orders will incorporate these additional funds. If there are remaining funds, all remaining funds will be re-allocated within the project until the project is completed, at which point any savings will be returned to the owner.

1. Updated Exterior Façade	\$ 125,000
2. Window Film Graphics	\$ 10,000
3. Exterior Aluminum Building Signage	\$ 20,000
4. Security Access Control	\$ 25,000
5. Irrigation	\$ 30,000

EXHIBIT A.1 – NARRATIVE AND GMP

CITY OF OLATHE | OLATHE PARKS MAINTENANCE FACILITY | OLATHE, KS
CONTRACT AMENDMENT NO. 02. | 7/23/2019

SCHEDULE OF ALTERNATES

Alternate 1: In lieu of PCONC-1, provide Epoxy Resinous Flooring (EPX-1) in the following rooms; 117,117A, 117B, 118, 118A, 118B, 119.	REJECTED
Alternate 2: In lieu of asphalt site paving, provide concrete site paving at all locations on the building site.	REJECTED
Alternate 3: In lieu of painted drywall, provide acoustical wall panels at Meeting Room 107 per Finish Plans.	ACCEPTED
Alternate 4: Remove radiant floor heating.	REJECTED

DOCUMENTATION

This estimate is based on the following information:

Description	Author	Reference Date
GMP Package 2	The Clark Enersen Partners	07/03/2019
Addendum #5	The Clark Enersen Partners	07/15/2019

SCHEDULE

See attached schedule (Exhibit B.1), which is based on the execution of this document and the receipt of a Notice to Proceed (NTP) by August 6, 2019. The Substantial Completion date will be established in future exhibits once all scopes are bid and durations have been confirmed.

Schedule is based on receipt of permits as outline in the attached schedule.

CLARIFICATIONS

1. Contract Amendment No. 02 includes Radiant Floor Heating in the base bid.
2. Earthwork to be completed in accordance to the Overall Grading Plan which does not include earthwork or grading for the future connection to Old 56.
3. All excess soil is to remain on site, pricing does not include haul-off of excess soils
4. General Conditions for the Core and Shell, and Interior Finishes are included.
5. 12" Burnished Block is not available. Scope has been quoted with 8" Burnished Block.
6. Sealed Concrete floors will be auto-scrubbed and sealed with densifier/hardener sealer.
7. Landscaping and irrigation is excluded from our base bid.

GENERAL

Inclusions

1. McCownGordon Construction Performance and Payment bonds are included
2. Construction contingency is for use by the Construction Manager (CM) to complete the GMP and may be used for such items as scope gaps, acceleration, etc. as required to complete the project and meet obligations of the schedule and design documents

EXHIBIT A.1 – NARRATIVE AND GMP

CITY OF OLATHE | OLATHE PARKS MAINTENANCE FACILITY | OLATHE, KS
CONTRACT AMENDMENT NO. 02. | 7/23/2019

3. Costs included in the GMP are not included as line item allowances; these costs are included for use by the CM to track the cost of the work items as required. Individual cost may overrun, under run, or be used for other items not specifically outlined as a cost item, as required to complete the work.
4. The Construction Schedule is based on the work being performed during normal business hours.

EXHIBIT A.1 – NARRATIVE AND GMP

CITY OF OLATHE | OLATHE PARKS MAINTENANCE FACILITY | OLATHE, KS
CONTRACT AMENDMENT NO. 02. | 7/23/2019

Exclusions

1. Soft costs and development fees that are not clearly defined
2. Relocation of any unforeseen, existing utilities
3. Hazardous materials abatement & testing (if encountered)
4. Data/AV wiring and Access Controls
5. Special inspections and construction testing expenses
6. Building permit and plan review fees
7. City excise tax, park & recreation fee or traffic impact fee assessments
8. Temporary seeding

EXHIBIT A.1 NARRATIVE AND GMP

#	DESCRIPTION	GMP #2
1.A	General Conditions	\$ 254,675
1.D	Allowances	\$ 155,000
2.B	Earthwork	\$ 17,577
2.C	Irrigation	\$ 30,000
2.H	Fences	\$ 73,983
3.A	Concrete	\$ 32,297
3.V	Polished Concrete	\$ 32,279
4.A	Masonry	\$ 413,831
5.A	Misc. Steel	\$ 187,966
6.A	Rough Carpentry	\$ 79,825
6.C	Finish Carpentry	\$ 56,612
7.E	Caulking & Sealants	\$ 20,320
8.A	HM, Doors & Hardware	\$ 55,635
8.C	Glass & Glazing	\$ 268,348
8.E	Overhead Doors	\$ 70,759
9.D	Drywall & Acoustical Ceilings	\$ 241,816
9.F	Tile	\$ 50,802
9.H	Carpet & Resilient	\$ 11,298
9.P	Painting & Wall Coverings	\$ 99,124
10.A	Specialties	\$ 116,075
11.A	Equipment	\$ 38,021
12.A	Furnishings	\$ 11,969
15.A	Fire Protection	\$ 79,536
15.B	Plumbing	\$ 312,221
15.C	HVAC	\$ 756,831
16.A	Electrical	\$ 673,663
16.B	Security (Card Access)	\$ 25,000
	2% Design Contingency	\$ -
	3% Construction Contingency	\$ 136,050
	Design and Engineering	\$ 79,787
	FF&E Design	\$ 22,000
	Contract Administration	\$ -
	3.95% Design-Builders Fee	\$ 185,685
	1.15 % Performance & Payment Bonds	\$ 56,787
	Owners Contingency	\$ 394,702
SUBTOTALS		\$ 5,040,473

Exhibit B

[illegible]

EXHIBIT C.1 CONTRACT DOCUMENT LOG

Printed on Fri Jul 19, 2019 at 09:51 am CDT

Job #: 1-07-0929 Olathe Parks Maint Facility

Olathe, Kansas



Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
C5.11	Public Sanitary Sewer Details - 2	0	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.01	Public WaterMain Extension Cover	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.02	Public WaterMain Plan and Profile -1	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.03	Public WaterMain Plan and Profile - 2	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.04	Public WaterMain Plan and Profile - 3	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.05	Public WaterMain Plan and Profile - 4	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.06	Public WaterMain Plan and Profile - 5	2	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.07	Public Water Main Plan and Profile - 6	0	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
C6.10	Public WaterMain Details	1	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
C6.11	Public Water Main Details - 2	0	06/26/2019		GMP 01 Addendum NO. 04 (06/26/19)
General					
G000	Title Sheet and Drawing Index	1	05/22/2019		GMP 01 Addendum No. 01 (05/22/19)
G0.00	Title Sheet & Drawing Index	1	07/03/2019		GMP 02 (07/03/19)
G0.01	General Notes, Symbols & Abbreviations	1	07/03/2019		GMP 02 (07/03/19)
G0.10	Code Compliance Plan	1	07/03/2019		GMP 02 (07/03/19)
G0.20	Accessibility Details	0	07/03/2019		GMP 02 (07/03/19)
Landscape					
L2.01	Site Layout Plan	1	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
L3.00	Maintenance Facility Site Grading Plan	0	05/22/2019		GMP 01 Addendum No. 01 (05/22/19)
L3.01	Site Grading Plan	0	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
L3.02	Maintenance Facility Erosion Control Plan	0	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
L4.01	Site Planting Plan	0	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
L6.01	Maintenance Facility Site Details	1	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
Mechanical					
M0.00	Mechanical Abbreviations, Symbols & Notes	1	07/03/2019		GMP 02 (07/03/19)
M0.01	Mechanical Site Plan	1	07/03/2019		GMP 02 (07/03/19)
M1.01	First Floor HVAC Plans	1	07/03/2019		GMP 02 (07/03/19)
M1.02	Mezzanine HVAC Plan	1	07/03/2019		GMP 02 (07/03/19)
M2.01	Below Floor Plumbing Plans	1	07/03/2019		GMP 02 (07/03/19)
M2.02	First Floor Plumbing Plans	1	07/03/2019		GMP 02 (07/03/19)
M2.03	Mezzanine Plumbing Plan	0	07/03/2019		GMP 02 (07/03/19)
M2.04	First Floor Plumbing, Waste, and Vent Riser Diagram	0	07/03/2019		GMP 02 (07/03/19)
M3.01	Enlarged Mechanical Room Plans	1	07/03/2019		GMP 02 (07/03/19)
M3.02	Mechanical Roof Plan	1	07/03/2019		GMP 02 (07/03/19)

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
M4.01	Heating Water Piping Schematic	1	07/03/2019		GMP 02 (07/03/19)
M4.02	Plumbing Systems Piping Schematics	1	07/03/2019		GMP 02 (07/03/19)
M4.03	Mechanical Details	0	07/03/2019		GMP 02 (07/03/19)
M5.01	Mechanical Controls	0	07/03/2019		GMP 02 (07/03/19)
M5.02	Mechanical Controls	0	07/03/2019		GMP 02 (07/03/19)
M6.01	Mechanical Schedules	0	07/03/2019		GMP 02 (07/03/19)
M6.02	Mechanical Schedules	0	07/03/2019		GMP 02 (07/03/19)
M6.03	Mechanical Schedules	0	07/03/2019		GMP 02 (07/03/19)
Structural					
S0.00	Structural Notes	1	05/22/2019		GMP 01 Addendum No. 01 (05/22/19)
S1 .01	Footing & Foundation Plan	0	05/22/2019		GMP 01 Addendum No. 01 (05/22/19)
S1.01	Footing & Foundation Plan	2	06/14/2019		GMP 01 Addendum NO. 03 (06/14/19)
S2.01	Framing Plan	1	05/22/2019		GMP 01 Addendum No. 01 (05/22/19)
S3.01	Foundation Details	2	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
Architectural					
A0.00	Wall Type Schedule & Details	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A0.01	Typical Interior Stud Framing Details	1	07/03/2019		GMP 02 (07/03/19)
A1.10	First Floor Orientation Plan	2	07/03/2019		GMP 02 (07/03/19)
A1.11	First Floor Plan -Area A	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A1.12	First Floor Plan -Area B & Area C	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A1.13	Mezzanine Floor Plan	1	07/03/2019		GMP 02 (07/03/19)
A1.20	First Floor Reflected Ceiling Plan	1	07/03/2019		GMP 02 (07/03/19)
A1.21	Mezzanine Reflected Ceiling Plan	1	07/03/2019		GMP 02 (07/03/19)
A1.30	Roof Plan	1	07/03/2019		GMP 02 (07/03/19)
A2.10	Exterior Elevations	1	07/03/2019		GMP 02 (07/03/19)
A2.11	Dumpster Enclosure, Screen Wall & Seat Wall Details	0	07/03/2019		GMP 02 (07/03/19)
A3.10	Building Cross Sections	1	07/03/2019		GMP 02 (07/03/19)
A4.10	Wall Sections	1	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A4.11	Wall Sections	1	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A4.12	Wall Sections	1	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A5.10	Vertical Circulation Enlarged Plans & Sections	1	07/03/2019		GMP 02 (07/03/19)
A6.10	Enlarged Restroom Plans, Elevations, Schedule & Details	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A6.20	Interior Elevations	1	07/03/2019		GMP 02 (07/03/19)
A6.21	Interior Elevations	0	07/03/2019		GMP 02 (07/03/19)
A6.22	Interior Elevations	1	07/15/2019		GMP 02 Addendum 5 (07/15/19)
A6.30	Casework Sections	0	07/03/2019		GMP 02 (07/03/19)
A6.40	Door Schedule, Door Types, Frame Types	1	07/03/2019		GMP 02 (07/03/19)
A7.10	Plan Details	0	07/03/2019		GMP 02 (07/03/19)
ADD2 - 1	Addendum No. 2 Drawing Changes 1 of 2	0	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)

Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
ADD2 - 2	Addendum No. 2 Drawing Changes 2 of 2	0	05/31/2019		GMP 01 Addendum No. 02 (05/31/19)
Electrical					
E0.00	Electrical Abbreviations, Symbols Legend & General Notes	1	07/03/2019		GMP 02 (07/03/19)
E0.01	Electrical Site Plan - North	1	07/03/2019		GMP 02 (07/03/19)
E0.02	Electrical Site Plan	0	07/03/2019		GMP 02 (07/03/19)
E1.01	First Floor Lighting Plan	1	07/03/2019		GMP 02 (07/03/19)
E1.02	Second Floor Lighting Plan	1	07/03/2019		GMP 02 (07/03/19)
E2.01.A	First Floor Power & Auxiliary Systems Plan - Area A	1	07/03/2019		GMP 02 (07/03/19)
E2.01.B	First Floor Power & Auxiliary Systems Plan - Area B	1	07/03/2019		GMP 02 (07/03/19)
E2.01.C	First Floor Power & Auxiliary Systems Plan - Area C	1	07/03/2019		GMP 02 (07/03/19)
E2.02	Second Floor Power & Auxiliary Systems Plan	1	07/03/2019		GMP 02 (07/03/19)
E3.01	Electrical One Line Diagram	1	07/03/2019		GMP 02 (07/03/19)
E4.01	Electrical Schedules	1	07/03/2019		GMP 02 (07/03/19)
E4.02	Electrical Schedules	0	07/03/2019		GMP 02 (07/03/19)
E5.01	Electrical Details	1	07/03/2019		GMP 02 (07/03/19)
E5.02	Electrical Details	1	07/03/2019		GMP 02 (07/03/19)
E5.03	Electrical Details	0	07/03/2019		GMP 02 (07/03/19)
E5.04	Electrical Details	0	07/03/2019		GMP 02 (07/03/19)
Fire Protection					
F1.10	First Floor Finishes Plan Area - A, Finish Schedule and Finishes Legend	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
F1.11	First Floor Finishes Plan - Area B & Area C, Second Floor Finishes Plan -Area A & Area B	2	07/15/2019		GMP 02 Addendum 5 (07/15/19)
FS1.01	Fire Suppression Plan	1	07/03/2019		GMP 02 (07/03/19)



Project Fact Sheet
Park Maintenance Facilities Improvements Project
PN 6-C-001-18
August 6, 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	6-18-2019
	Buildings	8-6-2019
Construction Start		Summer 2019
Construction Completion		Spring 2020 - Est

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
Authorization Presentation	3-19-2019	N/A
Authorization Presentation	4-16-2019	N/A
Project Design Presentation	5-7-2019	N/A
Authorization	5-21-2019	\$11,500,00
GMP Amendment No. 1	6-18-2019	\$5,040,927
GMP Amendment No. 2	8-6-2019	\$5,040,473

Funding Sources:	Amount	CIP Year
Cash	\$2,000,000	2019
General Obligation Bonds	\$9,500,000	2021

Expenditures:	Budget	Amount to Date
Staff Costs	\$230,000	\$36,190
Planning and Design Services	\$830,000	\$642,750
Site Infrastructure & Building Construction	\$9,670,000	\$0
Inspection/Testing	\$100,000	\$11,780
FF&E/IT/Miscellaneous & Contingency	\$670,000	\$980
Total	\$11,500,000	\$691,700

**PARK MAINTENANCE FACILITIES IMPROVEMENTS PROJECT
PN 6-C-001-18
PROJECT LOCATION MAP**





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Funding agreement with Johnson County for design of the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project, PN 2-C-030-18.

ITEM DESCRIPTION:

Consideration of an Agreement with Johnson County for design of the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project, PN 2-C-030-18.

SUMMARY:

On July 16, 2019, City Council approved a Professional Services Agreement with HNTB Corporation for design services for the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project. This project will be the first phase of a project that through a combination of capital improvements and voluntary home buyouts will remove thirty-three (33) buildings from the FEMA regulated floodplain and minimize overtopping of Cherry, Prairie, Spruce, Poplar, Water, Woodland, Santa Fe, Park, and Loula Streets. Phase 1 of this project will address street and structure flooding that occurs along Mill Creek north of Santa Fe and south of Mulberry Street. The project location is shown on the attached Project Location Map (Exhibit C).

This phase is the fourteenth (14th) of twenty (20) identified watershed flood control projects located in the FEMA regulated floodplain.

This phase of the project includes replacement of existing culverts with bridges at Chestnut, Spruce, and Poplar Streets, reconstruction of street pavement, channel deepening and widening, retaining walls, storm sewer improvements, and voluntary home buyouts. It is anticipated that the maximum number of home buyouts will be four (4) out of the 33 buildings currently in 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 \$656,505 (75% of \$875,340) 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 scheduled to begin design in Summer 2019, with construction tentatively scheduled to begin in Spring 2021.

FINANCIAL IMPACT:

Funding for the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project includes:

MEETING DATE: 8/6/2019

Olathe Stormwater Fund	\$ 390,000
Revenue Bonds (Stormwater)	\$1,695,000
<u>Johnson County SMAC Program</u>	<u>\$4,200,000</u>
Total	\$6,285,000

ACTION NEEDED:

Approval of an Agreement with Johnson County for design of the Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements Project, PN 2-C-030-18.

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
Upper Mill Creek Main Channel Stormwater Improvements
MC-09-026**

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 county-wide 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 Upper Mill Creek Main Channel Stormwater Improvements (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 Eight Hundred Seventy Five Thousand Three Hundred Forty Dollars (\$875,340).
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 Eight Hundred Seventy Five Thousand Three Hundred Forty Dollars (\$875,340) 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 re-prioritize 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 deemed properly given upon actual receipt by the addressee.

13. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**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
Mill Creek, Prairie to Cedar, Phase 1,
Stormwater Improvements Project
2-C-030-18
August 6, 2019

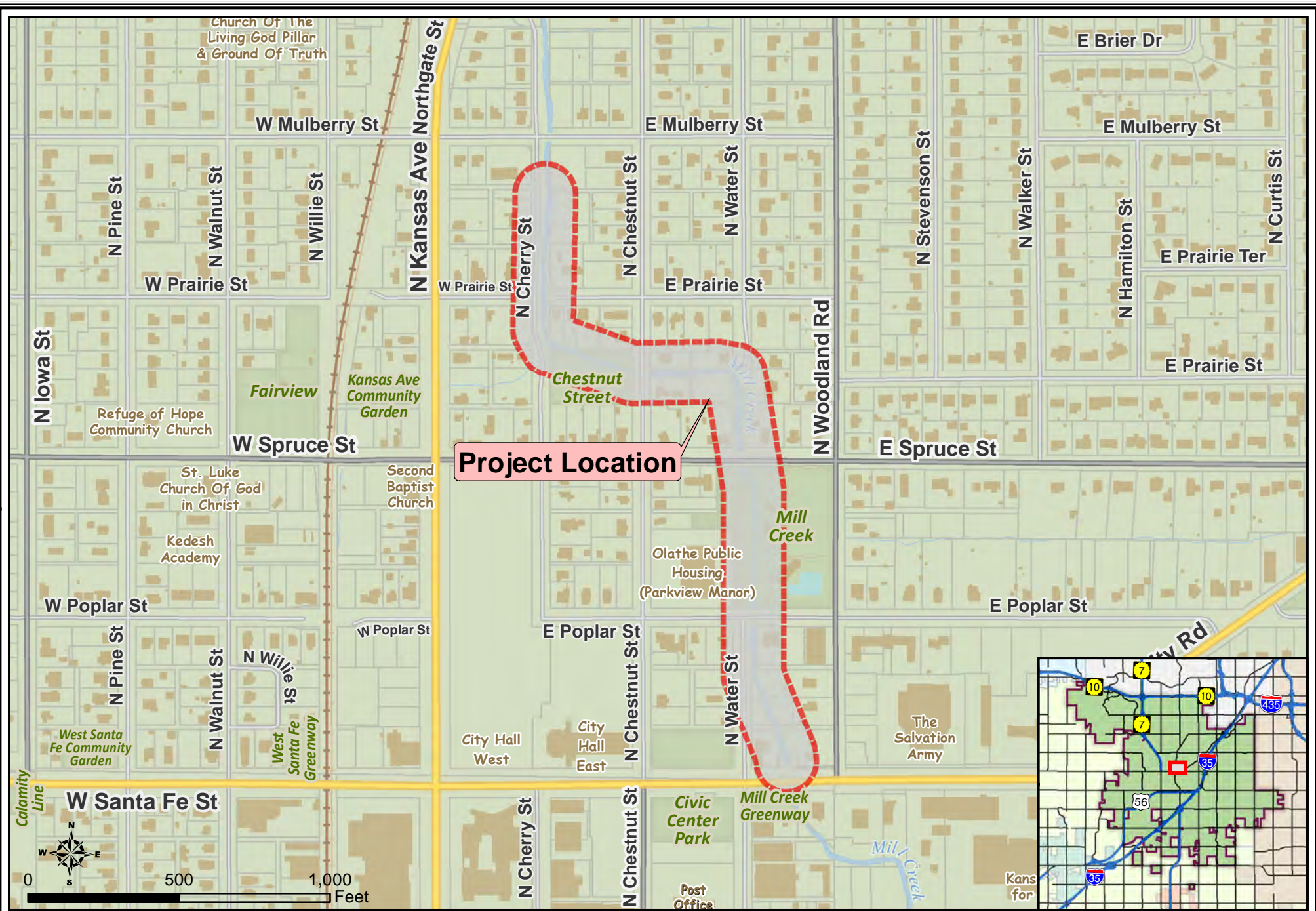
Project Manager: Beth Wright / Nate Baldwin

Description: This phase of the project includes replacement of existing culverts with bridges at Chestnut, Spruce, and Poplar Streets, reconstruction of street pavement, channel deepening and widening, retaining walls, storm sewer improvements, and voluntary home buyouts.

Justification: This project will be the first phase of a project that through a combination of capital improvements and voluntary home buyouts will remove thirty-three (33) buildings from the FEMA regulated floodplain and minimize overtopping of Cherry, Prairie, Spruce, Poplar, Water, Woodland, Santa Fe, Park, and Loula Streets.

Comments: This project has received Johnson County SMAC Program funds which will provide for 75% of design and construction up to a maximum of \$4,200,000.

Schedule:	Item	Date
Design:	RFQ	04/2019
	Consultant Selection	06/2019
Construction:	Advertise	1/2021 – Estimate
	Award Contract	3/2021 – Estimate
Council Actions:	Date	Amount
Professional Services Agreement	7/16/2019	\$875,340
Professional Services Agreement	8/6/2019	\$656,505
Funding Sources:	Amount	CIP Year
SMAC Funds	\$4,200,000	2019 – 2021
Revenue Bonds	\$1,695,000	2019 – 2021
Stormwater Funds	\$ 390,000	2021
Expenditures:	Budget	Amount to Date
Design	\$ 875,000	\$0
Land Acquisition	\$ 750,000	\$0
Utilities	\$ 160,000	\$0
Construction	\$4,000,000	\$0
Staff Time	\$ 100,000	\$0
Inspection	\$ 150,000	\$0
Contingency	\$ 250,000	\$0
Total	\$6,285,000	\$0



Mill Creek, Prairie to Cedar, Phase I, Stormwater Improvements

PN 2-C-030-18

Project Location Map


User: jaredmd
Date: 06/12/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Olsson, Inc. for design of the 127th Street Arterial Mill and Overlay Project, PN 3-P-002-20, Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20, and Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Olsson, Inc. for design of the 127th Street Arterial Mill and Overlay Project, PN 3-P-002-20, Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20, and Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20.

SUMMARY:

On May 29, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services to improve 127th Street (Mur-Len Road to Black Bob Road), Cedar Creek Parkway (K-10 Highway to the South End Dead End), and Ridgeview Road (151st Street to 159th Street). Ten (10) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Olsson, Inc. as the most qualified firm.

The \$227,714 Professional Services Agreement provides engineering services necessary for design these mill and overlay projects, 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 will include milling and asphalt resurfacing, base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8' concrete shared use paths on Cedar Creek Parkway and Ridgeview Road, and replacement of pavement markings.

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

FINANCIAL IMPACT:

The design of these projects is funded from the City of Olathe's 2019 Street Preservation Program authorized on January 22, 2019. The construction of these projects will be funded from the City of Olathe's 2020 Street Preservation Program to be authorized in January 2020. Authorized revenue for the 2019 Street Preservation Program includes:

MEETING DATE: 8/6/2019

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

ACTION NEEDED:

Approval of a Professional Services Agreement with Olsson, Inc. for design of the 127th Street Arterial Mill and Overlay Project, PN 3-P-002-20, Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20, and Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20.

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 Olsson, Inc., hereinafter "Consultant" (collectively, the "Parties").

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

127th Street Arterial Mill and Overlay Project

Mur-Len Road to Black Bob Road

Project No. 3-P-002-20

Cedar Creek Parkway Arterial Mill and Overlay Project

K-10 Highway to South End Dead End

Project No. 3-P-003-20

Ridgeview Road Arterial Mill & Overlay Project

151st Street to 159th Street

Project No. 3-P-004-20

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

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

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

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

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

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

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

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

"Project" is as above described.

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

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

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

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of

devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed Two Hundred Twenty-Seven Thousand, Seven Hundred Fourteen Dollars (\$227,714.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City.
2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Four Thousand, Four Hundred Seventy Dollars (\$4,470.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special

assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

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

D. SCHEDULE

All services must be completed on or before December 31, 2020.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.
6. Permits and Right-of-Way: These services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or

corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

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

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase,

Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Reid Catt. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising

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

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

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Austin Lamparter
1385 S. Robinson Drive
Olathe, KS 66061

Olsson, Inc.
Attn: Reid Catt
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible

for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.

5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or

cancellation of any policy listed on the Certificate.

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances

and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

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

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

at City's sole risk and without any liability risk or legal exposure by Consultant.

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

M. 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.

N. 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**).

O. 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.

P. 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.

Q. 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.]

R. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
(INSERT
Michael E. Copeland, Mayor
J. Michael Wilkes, City Manager
OR Department Head)

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

OLSSON, INC.

By:  _____

Project Manager
Reid Catt, PE, PTOE
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

By:  _____

Vice President
Jamie Fain, PE
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

**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

Project Descriptions

127th Street Arterial Mill and Overlay Project, PN 3-P-002-20

The project scope includes: 2" mill and overlay, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, ADA ramp replacement, and consideration of traffic signal improvements. The limits of the project are from Murlen Road to Black Bob Road.

Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20

The project scope includes: 3.5" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, ADA ramp replacement, and spot curb inlet replacements. The limits of the project are from K-10 Highway to South End Dead End.

Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20

The project scope includes: 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, and ADA ramp replacement. The limits of the project are from 151st Street to 159th Street.

Project Location Map

127th Street Arterial Mill and Overlay Project, PN 3-P-002-20
Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20
Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20

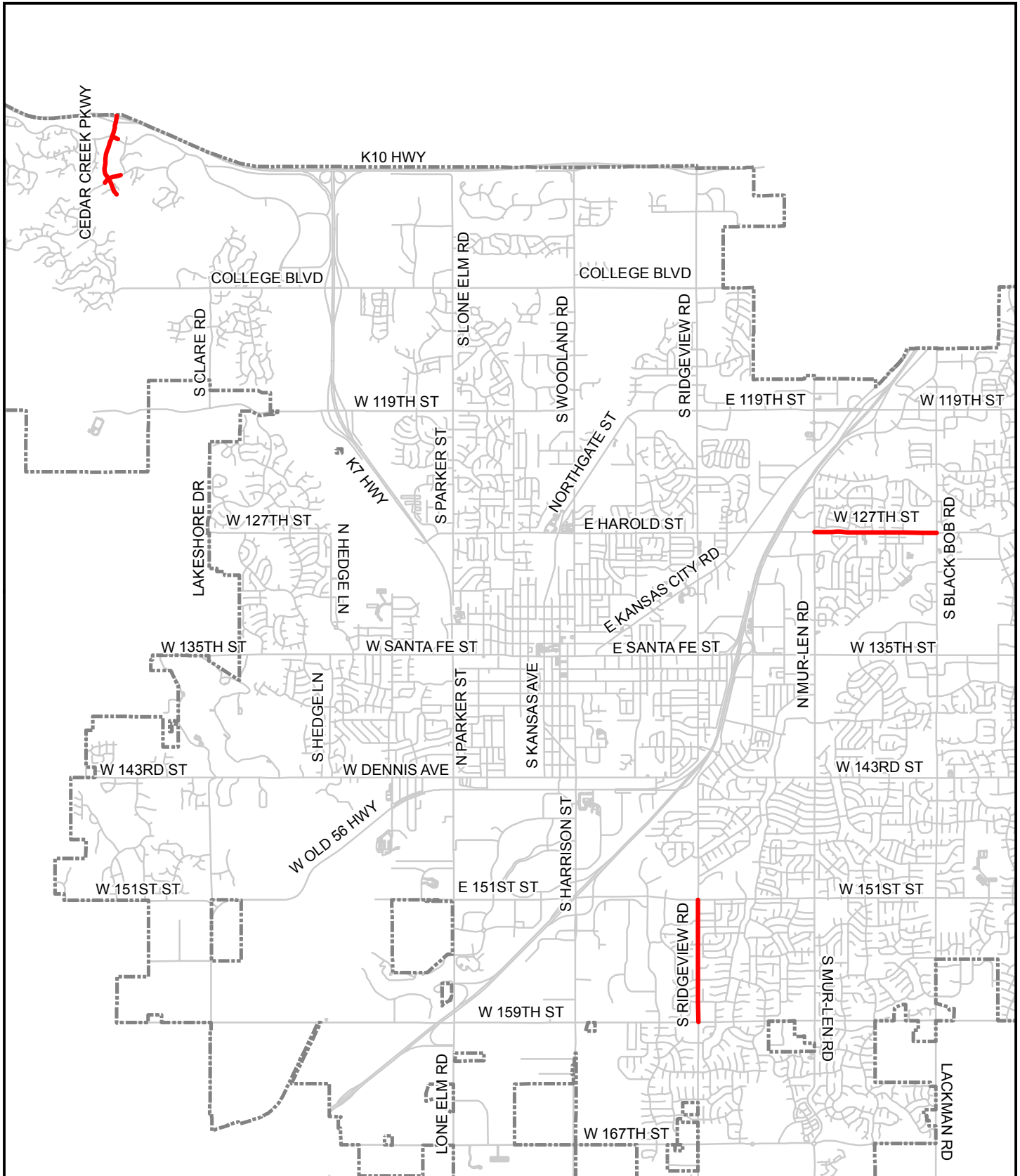


EXHIBIT B
Scope of Services

EXHIBIT B
SCOPE OF ENGINEERING SERVICES
FOR 127th Street
(Mur-Len Road to Black Bob Road)
MILL & OVERLAY PROJECT
PN 3-P-002-20

SCOPE OF SERVICES

Consulting Engineer Responsibilities

Scope of project:

This project will include 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, ADA ramps, and consideration of traffic signal radar improvements.

The project will include survey of existing conditions, utility coordination, cost estimates, developing construction plans in accordance with Olathe specifications, assistance with bidding of projects for construction and assistance as needed throughout construction.

A field walk thru of the project will help determine limits of removals and any ADA concerns. The design will be completed using aerial photogrammetric drone survey supplemented by base mapping from AIMS data.

Task 1. Data Collection

1.1 Request a digital topographic map and AIMS base-mapping obtained from the City of Olathe with the project area consisting of a one (1) foot contour interval and 1" = 50' scale for mill & overlay improvements.

1.2 Aerial Photogrammetric Drone Survey

- A. Set approximately twenty (20) targets for control.
- B. Complete drone orthophotos for approximately 1 mile by 300 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
- C. Post-flight processing and delivery.

1.3 Topographic Survey

- A. Locate section corners and set control to tie into Drone Survey, and for plan reference
- B. Complete necessary hard shots to supplement drone survey for ADA tie-ins, storm system modifications, shared-use path, etc. We have included an allowance of 2 days of field and office work for supplemental topography shots.

Task 2. Preliminary Design

2.1 Design

- A. Develop design criteria for the project and discuss with the City.
- B. Perform field walk thru with city staff to determine locations of curb,

sidewalk/path and ADA ramp replacements.

C. Prepare base map at a scale of 1"= 50'.

2.2 Develop preliminary plans (standard details will be provided electronically by the City):

- A. Cover sheet
- B. Typical Sections
- C. Pavement Design (City provided)
- D. Plan Sheets
 - 1. Plan Scale 1"=50'
- E. Preliminary Traffic Control: detailed design layout for interior lane closure and/or city standard detail sheet.
- F. Preliminary Pavement Marking and Signing.
- G. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.

2.3 Submit three (3) half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.4 Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations, if necessary.

2.5 Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

Task 3. Final Design

3.1 Prepare detailed plans and specifications.

- A. Cover sheet
- B. Typical sections
- C. Pavement design (City provided)
- D. Plan Sheets (Scale as stated in Preliminary Design)
- E. Intersection Details;
 - 1. Ramp locations
 - 2. ADA plan and details
- F. Traffic Signal Modification (Convert loops to radar) (2 locations)
- G. Pavement Marking and Signing
- H. Traffic control standard details
- I. Address comments from the City.

3.2 Submit three (3) half-size sets of final plans to City for review.

Task 4. PS&E

4.1 Preparation of bid documents from City boilerplates will be performed by the consultant.

4.2 Provide a detailed opinion of probable cost (including appropriate contingency).

4.3 Provide 90% plans and cost opinion to City for review.

4.4 Upon receipt of City comments on 90% submittal, make necessary modifications and

furnish ten (10) sealed copies of final plans and specifications.

A. Plan sets will be provided as follows:

half-size (11" X 17") - six (8) sets

full-size (22" X 34") – two (2) sets

B. These plans are to be provided at no additional cost and are separate from those sold to prospective bidders.

4.5 Address final comments and meet with the City at the time of the completion of final plans.

Task 5. Project Manual

5.1 Prepare project manual to include but is not limited to the following:

A. Bid Form;

B. Measurement & Payment;

C. Special Conditions.

Task 6. Bidding

6.1 Prepare written addenda to the bidding documents as required and/or requested.

6.2 Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.

6.3 Assist the City in analyzing bids and making recommendation for award of the construction contractor.

6.4 Input engineer's estimate into Public Purchase.

Task 7. Construction Services

7.1 Review Shop Drawings and Construction Submittals as required.

7.2 Be available for discussion and consultation during the construction phase.
Construction observation will be the responsibility of the City.

7.3 Prepare final record drawings which reflect:

A. All change orders.

B. Minor design changes.

C. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.

7.4 Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.

Task 8. Expenses

8.1 The City shall compensate the Consultant for direct expenses due to printing, media, presentation boards, mounting, postage, mileage, survey materials, long distance phone calls, etc. The fee provided for this task has been estimated. If the final expense cost surpasses the estimated cost, the client will reimburse the difference.

City Responsibilities

1. The City shall provide AIMS mapping and aerial photography and record drawings of each intersection if available.
2. The City shall be responsible for all mailings informing the public of surveying, upcoming construction, etc.

Exclusions

1. Construction staking or construction observation or administration.
 2. Land acquisition or appraisal proceedings.
 3. Landscaping or irrigation design.
 4. Utility relocation such as waterline, gas, power, communications, etc.
 5. Permitting fees (if any).
 6. Structural design services/calculations, including special inlet structures, retaining walls, global stability, and foundation design.
 7. Geotechnical Services
 8. Lighting design.
-

EXHIBIT B
SCOPE OF ENGINEERING SERVICES
FOR Cedar Creek Parkway
(K-10 Highway to South End Dead End)
MILL & OVERLAY PROJECT
PN 3-P-003-20

SCOPE OF SERVICES

Consulting Engineer Responsibilities

Scope of project:

This project will include 3.5" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, ADA ramps, and spot curb inlet replacements.

The project will include survey of existing conditions, utility coordination, cost estimates, acquisition documents (title reports, surveyed exhibits, easement documents, etc.) needed for any easements (if needed), developing construction plans in accordance with Olathe specifications, assistance with bidding of projects for construction and assistance as needed throughout construction.

A field walk thru of the project will help determine limits of removals and any ADA concerns. The design will be completed using aerial photogrammetric drone survey supplemented by base mapping from AIMS data.

Task 1. Data Collection

1.1 Request a digital topographic map and AIMS base-mapping obtained from the City of Olathe with the project area consisting of a one (1) foot contour interval and 1" = 50' scale for mill & overlay improvements.

1.2 Aerial Photogrammetric Drone Survey

- A. Set approximately twenty (20) targets for control.
- B. Complete drone orthophotos for approximately 1 mile by 300 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
- C. Post-flight processing and delivery.

1.3 Topographic Survey

- A. Locate section corners and set control to tie into Drone Survey, and for plan reference
- B. Complete necessary hard shots to supplement drone survey for ADA tie-ins, storm system modifications, shared-use path, etc. We have included an allowance of 2 days of field and office work for supplemental topography shots.

1.4 Non-Destructive Testing – Olsson will evaluate several isolated locations to make an educated determination of the approximate depth of rebar below the existing pavements. We propose to accomplish this through the concrete pavements using ground penetrating radar (GPR) equipment. Olsson will map the rebar locations and determine the depth at

various locations. Data collection will be the equivalent to approximately one day of field work plus processing.

Task 2. Preliminary Design

2.1 Design

- A. Develop design criteria for the project and discuss with the City.
- B. Perform field walk thru with city staff to determine locations of curb, sidewalk/path and ADA ramp replacements.
- C. Prepare base map at a scale of 1"= 50'.

2.2 Develop preliminary plans (standard details will be provided electronically by the City):

- A. Cover sheet
- B. Typical Sections
- C. Pavement Design (City provided)
- D. Plan Sheets
 - 1. Plan Scale 1"=50'
- E. Preliminary Traffic Control: detailed design layout for interior lane closure and/or city standard detail sheet.
- F. Preliminary Pavement Marking and Signing.
- G. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.

2.3 Submit three (3) half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.4 Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations, if necessary.

2.5 Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

2.6 Acquisition services to include the creation of property legal descriptions and tract map exhibits (assume 2 tracts).

Task 3. Final Design

3.1 Prepare detailed plans and specifications.

- A. Cover sheet
- B. Typical sections
- C. Pavement design (City provided)
- D. Plan Sheets (Scale as stated in Preliminary Design)
- E. Intersection Details;
 - 1. Ramp locations
 - 2. ADA plan and details
- F. Pavement Marking and Signing
- G. Traffic control standard details
- H. Address comments from the City.

3.2 Submit three (3) half-size sets of final plans to City for review.

Task 4. PS&E

4.1 Preparation of bid documents from City boilerplates will be performed by the consultant.

4.2 Provide a detailed opinion of probable cost (including appropriate contingency).

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4.4 Upon receipt of City comments on 90% submittal, make necessary modifications and furnish ten (10) sealed copies of final plans and specifications.

A. Plan sets will be provided as follows:

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B. These plans are to be provided at no additional cost and are separate from those sold to prospective bidders.

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5.1 Prepare project manual to include but is not limited to the following:

A. Bid Form;

B. Measurement & Payment;

C. Special Conditions.

Task 6. Bidding

6.1 Prepare written addenda to the bidding documents as required and/or requested.

6.2 Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.

6.3 Assist the City in analyzing bids and making recommendation for award of the construction contractor.

6.4 Input engineer's estimate into Public Purchase.

Task 7. Construction Services

7.1 Review Shop Drawings and Construction Submittals as required.

7.2 Be available for discussion and consultation during the construction phase.
Construction observation will be the responsibility of the City.

7.3 Prepare final record drawings which reflect:

A. All change orders.

B. Minor design changes.

C. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.

7.4 Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.

Task 8. Expenses

8.1 The City shall compensate the Consultant for direct expenses due to printing, media, presentation boards, mounting, postage, mileage, survey materials, long distance phone calls, etc. The fee provided for this task has been estimated. If the final expense cost surpasses the estimated cost, the client will reimburse the difference.

City Responsibilities

1. The City shall provide AIMS mapping and aerial photography and record drawings of each intersection if available.
2. The City shall be responsible for all mailings informing the public of surveying, upcoming construction, etc.

Exclusions

1. Construction staking or construction observation or administration.
 2. Land acquisition or appraisal proceedings.
 3. Landscaping or irrigation design.
 4. Utility relocation such as waterline, gas, power, communications, etc.
 5. Permitting fees (if any).
 6. Structural design services/calculations, including special inlet structures, retaining walls, global stability, and foundation design.
 7. Lighting design.
-

EXHIBIT B
SCOPE OF ENGINEERING SERVICES
FOR Ridgeview Road
(151st Street to 159th Street)
MILL & OVERLAY PROJECT
PN 3-P-004-20

SCOPE OF SERVICES

Consulting Engineer Responsibilities

Scope of project:

This project will include 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, and ADA ramps.

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

A field walk thru of the project will help determine limits of removals and any ADA concerns. The design will be completed using aerial photogrammetric drone survey supplemented by base mapping from AIMS data.

Task 1. Data Collection

1.1 Request a digital topographic map and AIMS base-mapping obtained from the City of Olathe with the project area consisting of a one (1) foot contour interval and 1" = 50' scale for mill & overlay improvements.

1.2 Aerial Photogrammetric Drone Survey

- A. Set approximately twenty (20) targets for control.
- B. Complete drone orthophotos for approximately 1 mile by 300 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
- C. Post-flight processing and delivery.

1.3 Topographic Survey

- A. Locate section corners and set control to tie into Drone Survey, and for plan reference
- B. Complete necessary hard shots to supplement drone survey for ADA tie-ins, storm system modifications, shared-use path, etc. We have included an allowance of 2 days of field and office work for supplemental topography shots.

Task 2. Preliminary Design

2.1 Design

- A. Develop design criteria for the project and discuss with the City.
- B. Perform field walk thru with city staff to determine locations of curb, sidewalk/path and ADA ramp replacements.
- C. Prepare base map at a scale of 1"= 50'.

2.2 Develop preliminary plans (standard details will be provided electronically by the City):

- A. Cover sheet
- B. Typical Sections
- C. Pavement Design (City provided)
- D. Plan Sheets
 - 1. Plan Scale 1"=50'
- E. Preliminary Traffic Control: detailed design layout for interior lane closure and/or city standard detail sheet.
- F. Preliminary Pavement Marking and Signing.
- G. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.

2.3 Submit three (3) half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.4 Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations, if necessary.

2.5 Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

2.6 Acquisition services to include the creation of property legal descriptions and tract map exhibits (assume 4 tracts).

Task 3. Final Design

3.1 Prepare detailed plans and specifications.

- A. Cover sheet
- B. Typical sections
- C. Pavement design (City provided)
- D. Plan Sheets (Scale as stated in Preliminary Design)
- E. Intersection Details;
 - 1. Ramp locations
 - 2. ADA plan and details
- F. Pavement Marking and Signing
- G. Traffic control standard details
- H. Address comments from the City.

3.2 Submit three (3) half-size sets of final plans to City for review.

Task 4. PS&E

4.1 Preparation of bid documents from City boilerplates will be performed by the consultant.

4.2 Provide a detailed opinion of probable cost (including appropriate contingency).

- 4.3 Provide 90% plans and cost opinion to City for review.
- 4.4 Upon receipt of City comments on 90% submittal, make necessary modifications and furnish ten (10) sealed copies of final plans and specifications.
 - A. Plan sets will be provided as follows:
 - half-size (11" X 17") - six (8) sets
 - full-size (22" X 34") – two (2) sets
 - B. These plans are to be provided at no additional cost, and are separate from those sold to prospective bidders.
- 4.5 Address final comments and meet with the City at the time of the completion of final plans.

Task 5. Project Manual

- 5.1 Prepare project manual to include but is not limited to the following:
 - A. Bid Form;
 - B. Measurement & Payment;
 - C. Special Conditions.

Task 6. Bidding

- 6.1 Prepare written addenda to the bidding documents as required and/or requested.
- 6.2 Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- 6.3 Assist the City in analyzing bids and making recommendation for award of the construction contractor.
- 6.4 Input engineer's estimate into Public Purchase.

Task 7. Construction Services

- 7.1 Review Shop Drawings and Construction Submittals as required.
- 7.2 Be available for discussion and consultation during the construction phase.
Construction observation will be the responsibility of the City.
- 7.3 Prepare final record drawings which reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.
- 7.4 Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.

Task 8. Expenses

- 8.1 The City shall compensate the Consultant for direct expenses due to printing, media, presentation boards, mounting, postage, mileage, survey materials, long distance phone calls, etc. The fee provided for this task has been estimated. If the final expense cost surpasses the estimated cost, the client will reimburse the difference.

City Responsibilities

1. The City shall provide AIMS mapping and aerial photography and record drawings of each intersection if available.
2. The City shall be responsible for all mailings informing the public of surveying, upcoming construction, etc.

Exclusions

1. Construction staking or construction observation or administration.
 2. Land acquisition or appraisal proceedings.
 3. Landscaping or irrigation design.
 4. Utility relocation such as waterline, gas, power, communications, etc.
 5. Permitting fees (if any).
 6. Structural design services/calculations, including special inlet structures, retaining walls, global stability, and foundation design.
 7. Geotechnical Services
 8. Lighting design.
-

EXHIBIT C
Fee & Rate Schedule

MAN-HOUR ESTIMATE - 127th Street (Mur-Len Road to Black Bob Road)																			
Hourly Rate	\$190.00	\$149.00	\$134.00	\$113.00	\$96.00	\$90.00	\$75.00	\$124.00	\$118.00	\$125.00	\$140.00	\$100.00	\$118.00	\$100.00	\$81.00				
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	SrTech	Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
1	Data Collection																		
	Prepare Base Maps						16	16									32	\$2,640	\$2,640.00
	Drone Photogrammetric Survey										14		6				20	\$2,350	\$2,350.00
	Supplemental Topographic Survey			2								6		2	3		13	\$1,644	\$1,644.00
		0	0	2	0	0	16	16	0	0	14	6	6	2	3	0	65		\$6,634.00
2	Preliminary Design																		
	Project Management	8															8	\$1,520	\$1,520.00
	Prelim Project Walk Through	4				4		4							4		16	\$1,844	\$1,844.00
	Prelim Design	8				20		8									36	\$4,040	\$4,040.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typical, Details, etc.)	3				12	12										27	\$2,802	\$2,802.00
	Roadway Plan Sheets	3				12	12										27	\$2,802	\$2,802.00
	Traffic Control Plan, Pavement Marking				4	6	12										22	\$2,108	\$2,108.00
	QA/QC	2				4											6	\$764	\$764.00
	Plan Submission					2		6									8	\$642	\$642.00
	Field Check of Plans	6				6		8									20	\$2,316	\$2,316.00
	Preliminary Cost Estimate/Quantities	2				4		4									10	\$1,064	\$1,064.00
		36	0	0	4	70	36	30	0	0	0	0	0	0	4	0	180		\$19,902.00
3	Final Design																		
	Project Management	8															8	\$1,520	\$1,520.00
	Detailed Final Plans & Specs																		
	Plan Revisions based on Prelim comments	2				12		12									26	\$2,432	\$2,432.00
	Plan Sheets	2				12		12									26	\$2,432	\$2,432.00
	Intersection, Ramp Details/Design, ADA Plan/Details	2				8		16									26	\$2,348	\$2,348.00
	Traffic Signal Modification (Convert loops to radar) (2 locations)	2			4	8	20										34	\$3,400	\$3,400.00
	Traffic Control Plan & Pavement Marking	1			2	3	8										14	\$1,424	\$1,424.00
	QA/QC	2															2	\$380	\$380.00
	Plan Submission and Revisions based on comments	2				4		8									14	\$1,364	\$1,364.00
	Probable Costs and Quantities	1				4		4									9	\$874	\$874.00
		22	0	0	6	51	28	52	0	0	0	0	0	0	0	0	159		\$16,174.00
4	PS&E																		
	Probable Costs	4				6		6									16	\$1,786	\$1,786.00
	Plan & Cost for City Review					4		8									12	\$984	\$984.00
	Final Docs	4				8		12									24	\$2,428	\$2,428.00
		8	0	0	0	18	0	26	0	0	0	0	0	0	0	0	52		\$5,198.00
5	Project Manual																		
	Plans & Specs for Bidders	12				20		24								8	64	\$6,648	\$6,648.00
	Answer Bidding Questions	2				2		2									6	\$722	\$722.00
		14	0	0	0	22	0	26	0	0	0	0	0	0	0	8	70		\$7,370.00
6	Bidding																		
	Bidding Docs	4				4		4								2	14	\$1,606	\$1,606.00
	Assist in Analyzing Bids	1				4											5	\$574	\$574.00
		5	0	0	0	8	0	4	0	0	0	0	0	0	0	2	19		\$2,180.00
7	Construction Services																		
	Shop Drawings & Submittals	2				2		4									8	\$872	\$872.00
	Construction Questions and Meetings	1				2		4									7	\$682	\$682.00
	Prepare Final Record Drawings	1				4		4									9	\$874	\$874.00
	Plan Revisions	1				2		4									7	\$682	\$682.00
		5	0	0	0	10	0	16	0	0	0	0	0	0	0	0	31		\$3,110.00
	Total Manhours	90	0	2	10	179	80	170	0	0	14	6	6	2	7	10	576		
	Total Labor, OH & Profit	\$17,100	\$0	\$268	\$1,130	\$17,184	\$7,200	\$12,750	\$0	\$0	\$1,750	\$840	\$600	\$236	\$700	\$810		\$60,568	\$60,568.00
	Total Labor, OH, Profit & Expenses	\$17,100	\$0	\$268	\$1,130	\$17,184	\$7,200	\$12,750	\$0	\$0	\$1,750	\$840	\$600	\$236	\$700	\$810			\$61,768.00

EXPENSES	
Travel, mile (car)	\$200
Plots (Full and Half Size)	\$700
Misc Exp (Copies, Mailings, Reports)	\$300
Total Expenses	\$1,200

MAN-HOUR ESTIMATE - Cedar Creek Parkway (K-10 Highway to South End Dead End)																			
	Hourly Rate	\$190.00	\$149.00	\$134.00	\$113.00	\$96.00	\$90.00	\$75.00	\$124.00	\$118.00	\$125.00	\$140.00	\$100.00	\$118.00	\$100.00	\$81.00			
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	SrTach	Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
1	Data Collection																		
	Prepare Base Maps						8	16									24	\$1,920	\$1,920.00
	Drone Photogrammetric Survey										14		6				20	\$2,350	\$2,350.00
	Supplemental Topographic Survey			2								20		5	7		34	\$4,358	\$4,358.00
	Non-Destructive Testing								12								12	\$1,488	\$1,488.00
		0	0	2	0	0	8	16	12	0	14	20	6	5	7	0	90		\$10,116.00
2	Preliminary Design																		
	Project Management	12														2	14	\$2,442	\$2,442.00
	Prelim Project Walk Through	4				4		12							4		24	\$2,444	\$2,444.00
	Prelim Design	12				24	12	24									72	\$7,464	\$7,464.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typicals, Details, etc.)	4				12	24	16									56	\$5,272	\$5,272.00
	Roadway Plan Sheets	4				16	24	16									60	\$5,656	\$5,656.00
	Traffic Control Plan, Pavement Marking				2	5	10										17	\$1,606	\$1,606.00
	QA/QC	4				4	4										12	\$1,504	\$1,504.00
	Plan Submission	1				2		6									9	\$832	\$832.00
	Field Check of Plans	6				8		8									22	\$2,508	\$2,508.00
	Preliminary Cost Estimate/Quantities	2				4		8									14	\$1,364	\$1,364.00
	Legal Descriptions and Tract Map Exhibits (Assume 2 tracts)													4	8		12	\$1,272	\$1,272.00
		49	0	0	2	79	74	90	0	0	0	0	0	4	12	2	312		\$32,364.00
3	Final Design																		
	Project Management	8														2	10	\$1,682	\$1,682.00
	Detailed Finals Plans & Specs	4																	
	Plan Revisions based on Prelim comments	4				16	12	12									44	\$4,276	\$4,276.00
	Plan Sheets	8				16	24	24									72	\$7,016	\$7,016.00
	Intersection, Ramp Details/Design, ADA Plan/Details	4				8		16									28	\$2,728	\$2,728.00
	Storm Pipe Profile	1				2		6									9	\$832	\$832.00
	Traffic Control Plan & Pavement Marking	1			2	3	8										14	\$1,424	\$1,424.00
	QA/QC	4															4	\$760	\$760.00
	Plan Submission and Revisions based on comments	4				6		12									22	\$2,236	\$2,236.00
	Probable Costs and Quantities	1				4		4									9	\$874	\$874.00
		35	0	0	2	55	44	74	0	0	0	0	0	0	0	2	212		\$21,828.00
4	PS&E																		
	Probable Costs	4				6		6									16	\$1,786	\$1,786.00
	Plan & Cost for City Review					4		8									12	\$984	\$984.00
	Final Docs	4				8		16									28	\$2,728	\$2,728.00
		8	0	0	0	18	0	30	0	0	0	0	0	0	0	0	56		\$5,498.00
5	Project Manual																		
	Plans & Specs for Bidders	12				24		32								8	76	\$7,632	\$7,632.00
	Answer Bidding Questions	4				4		6									14	\$1,594	\$1,594.00
		16	0	0	0	28	0	38	0	0	0	0	0	0	0	8	90		\$9,226.00
6	Bidding																		
	Bidding Docs	6				8		8								2	24	\$2,670	\$2,670.00
	Assist in Analyzing Bids	1				4											5	\$574	\$574.00
		7	0	0	0	12	0	8	0	0	0	0	0	0	0	2	29		\$3,244.00
7	Construction Services																		
	Shop Drawings & Submittals	2				4		8									14	\$1,364	\$1,364.00
	Construction Questions and Meetings	4				4		8									16	\$1,744	\$1,744.00
	Prepare Final Record Drawings	1				4		8									13	\$1,174	\$1,174.00
	Plan Revisions	1				4		16									21	\$1,774	\$1,774.00
		8	0	0	0	16	0	40	0	0	0	0	0	0	0	0	64		\$6,056.00
	Total Manhours	123	0	2	4	208	126	296	12	0	14	20	6	9	19	14	853		
	Total Labor, OH & Profit	\$23,370	\$0	\$268	\$452	\$19,968	\$11,340	\$22,200	\$1,488	\$0	\$1,750	\$2,800	\$600	\$1,062	\$1,900	\$1,134		\$88,332	\$88,332.00
	Total Labor, OH, Profit & Expenses	\$23,370	\$0	\$268	\$452	\$19,968	\$11,340	\$22,200	\$1,488	\$0	\$1,750	\$2,800	\$600	\$1,062	\$1,900	\$1,134			\$89,682.00

EXPENSES	
Travel, mile (car)	\$200
Plots (Full and Half Size)	\$500
Misc Exp (Copies, Mailings, Reports)	\$300
Title Work (2 Properties) @ \$175	\$350
Total Expenses	\$1,350

MAN-HOUR ESTIMATE - Ridgeview Road (151st Street to 159th Street)																			
	Hourly Rate	\$190.00	\$149.00	\$134.00	\$113.00	\$96.00	\$90.00	\$75.00	\$124.00	\$118.00	\$125.00	\$140.00	\$100.00	\$118.00	\$100.00	\$81.00			
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	SrTech	Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
1	Data Collection																		
	Prepare Base Maps						16	16									32	\$2,640	\$2,640.00
	Drone Photogrammetric Survey										14		6				20	\$2,350	\$2,350.00
	Supplemental Topographic Survey			2								16		4	4		26	\$3,380	\$3,380.00
		0	0	2	0	0	16	16	0	0	14	16	6	4	4	0	78		\$8,370.00
2	Preliminary Design																		
	Project Management	10															10	\$1,900	\$1,900.00
	Prelim Project Walk Through	4				4		8							4		20	\$2,144	\$2,144.00
	Prelim Design	8				20		16									44	\$4,640	\$4,640.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typical, Details, etc.)	3				12	16										31	\$3,162	\$3,162.00
	Roadway Plan Sheets	4				12	16										32	\$3,352	\$3,352.00
	Traffic Control Plan, Pavement Marking				4	6	12										22	\$2,108	\$2,108.00
	QA/QC	3				4											7	\$954	\$954.00
	Plan Submission					2		6									8	\$642	\$642.00
	Field Check of Plans	6				6		8									20	\$2,316	\$2,316.00
	Preliminary Cost Estimate/Quantities	2				4		8									14	\$1,364	\$1,364.00
	Legal Descriptions and Tract Map Exhibits (Assume 4 tracts)													8	16		24	\$2,544	\$2,544.00
		40	0	0	4	70	44	46	0	0	0	0	0	8	20	0	232		\$25,126.00
3	Final Design																		
	Project Management	8															8	\$1,520	\$1,520.00
	Detailed Final Plans & Specs																		
	Plan Revisions based on Prelim comments	3				12		16									31	\$2,922	\$2,922.00
	Plan Sheets	3				12		24									39	\$3,522	\$3,522.00
	Intersection, Ramp Details/Design, ADA Plan/Details	4				8		16									28	\$2,728	\$2,728.00
	Traffic Signal Modification (Replace Loops @ 151st / 159th St Ints.)	2			4	8	20										34	\$3,400	\$3,400.00
	Traffic Control Plan & Pavement Marking	1			2	3	8										14	\$1,424	\$1,424.00
	QA/QC	4															4	\$760	\$760.00
	Plan Submission and Revisions based on comments	4				6		12									22	\$2,236	\$2,236.00
	Probable Costs and Quantities	1				4		4									9	\$874	\$874.00
		30	0	0	6	53	28	72	0	0	0	0	0	0	0	0	189		\$19,386.00
4	PS&E																		
	Probable Costs	4				6		6									16	\$1,786	\$1,786.00
	Plan & Cost for City Review					4		8									12	\$984	\$984.00
	Final Docs	4				8		12									24	\$2,428	\$2,428.00
		8	0	0	0	18	0	26	0	0	0	0	0	0	0	0	52		\$5,198.00
5	Project Manual																		
	Plans & Specs for Bidders	12				24		24								8	68	\$7,032	\$7,032.00
	Answer Bidding Questions	4				4		6									14	\$1,594	\$1,594.00
		16	0	0	0	28	0	30	0	0	0	0	0	0	0	0	82		\$8,626.00
6	Bidding																		
	Bidding Docs	4				8		8								2	22	\$2,290	\$2,290.00
	Assist in Analyzing Bids	2				2		2									6	\$722	\$722.00
		6	0	0	0	10	0	10	0	0	0	0	0	0	0	2	28		\$3,012.00
7	Construction Services																		
	Shop Drawings & Submittals	2				4		6									12	\$1,214	\$1,214.00
	Construction Questions and Meetings	2				4		6									12	\$1,214	\$1,214.00
	Prepare Final Record Drawings	1				4		6									11	\$1,024	\$1,024.00
	Plan Revisions	1				4		8									13	\$1,174	\$1,174.00
		6	0	0	0	16	0	26	0	0	0	0	0	0	0	0	48		\$4,626.00
	Total Manhours	106	0	2	10	195	88	226	0	0	14	16	6	12	24	10	709		
	Total Labor, OH & Profit	\$20,140	\$0	\$268	\$1,130	\$18,720	\$7,920	\$16,950	\$0	\$0	\$1,750	\$2,240	\$600	\$1,416	\$2,400	\$810		\$74,344	\$74,344.00
	Total Labor, OH, Profit & Expenses	\$20,140	\$0	\$268	\$1,130	\$18,720	\$7,920	\$16,950	\$0	\$0	\$1,750	\$2,240	\$600	\$1,416	\$2,400	\$810			\$76,264.00

EXPENSES	
Travel, mile (car)	\$200
Plots (Full and Half Size)	\$720
Misc Exp (Copies, Mailings, Reports)	\$300
Title Work (4 Properties) @ \$175	\$700
Total Expenses	\$1,920

STANDARD HOURLY RATES

Team Member	Hourly Rate
Team Leader	\$195
Technical Leader	\$190
Client Manager	\$223
Senior Engineer	\$185
Senior Project Engineer	\$149
Project Engineer	\$134
Associate Engineer	\$113
Assistant Engineer	\$96
Student Engineer	\$64
Senior Landscape Architect	\$151
Senior Project LA	\$134
Project LA	\$118
Associate LA	\$97
Assistant LA	\$79
Senior Planner	\$148
Senior Project Planner	\$131
Project Planner	\$115
Assistant Planner	\$77
Associate Planner	\$94
Senior Scientist	\$148
Senior Project Scientist	\$131
Project Scientist	\$115

Team Member	Hourly Rate
Associate Scientist	\$94
Assistant Scientist	\$77
UAV/Drone Operator	\$125
Senior Surveyor	\$118
Surveyor	\$91
Associate Surveyor	\$74
1- Man Survey Team	\$100
2- Man Survey Team	\$140
Assistant Surveyor	\$61
Technical Manager	\$132
Design Associate	\$107
Design Technician	\$88
Senior Technician	\$90
Associate Technician	\$75
Assistant Technician	\$64
Senior Construction Manager	\$152
Project Construction Manager	\$121
Associate Construction Manager	\$102
Assistant Construction Manager	\$85
Administrative Manager	\$128
Administrative Coordinator	\$81
Office Assistant	\$52
CAD Manager	\$123

*All reimbursable expenses will be billed at cost with no mark-up.

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

Complete submittal of these documents is required 7 months prior to bid opening.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) Situs Address
 - f) Mailing Address
 - g) Legal description of the new taking, including total square footage
 - h) Tract map
 - i) Ownership & Encumbrance (O&E) title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded) and any other encumbrances upon the property. This requirement also includes tracts where only a temporary construction easement is needed.
 - j) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, provide copies of 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, provide copies of both deeds.
 - k) Common errors to avoid – verify marital status. *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example available upon request):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the proposed easement(s) and existing easements. Any trees to be removed, fences to be moved, monument signs, and irrigation systems should be noted on the plans. Outlines of buildings are to be shown on the plans so that it is evident 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 should be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. EASEMENT SHALL BE CLEARLY VISIBLE ON DRAWING. Johnson County Register of Deeds scans the recorded easement in black and white, so be aware of this when drawing the easement on the tract map. Make sure easement area can easily be seen in black and white.
- b) Property owner's names, mailing address, situs address (if different from mailing address), Johnson County Parcel ID number, and tract number.
- c) Map of tract should 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 shall 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 plans for the project. The consultant shall make corrections, at no cost to the City, to fix errors determined by the City or the Johnson County Register of Deeds 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) shall be marked Exhibit "A" as referenced in the easement documents.**

____ Appropriate easement document in Word (sometimes referred to as "front end" document). PDF's are available on the City's website (<http://www.olatheks.org/government/public-works/dedications-easements>). Word copies can be obtained by contacting the Olathe Public Works Department Project Manager.

____ Submit Documents to Public Works staff in electronic format:

- Word copy of legal description
- PDF of signed and sealed legal description
- Tract map signed and sealed
- Word copy of easement ("front end") document
- O&E title report
- Last deed of record

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)

7/24/2019

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

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

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: mharmon@ssgi.com FAX (A/C, No): 402-557-6325	
INSURED Olsson, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Ind. Co. Of America INSURER B: Charter Oak Fire Ins. Co. INSURER C: Travelers Property Casualty Co. of America INSURER D: Phoenix Insurance Company INSURER E: ACE AMERICAN INSURANCE COMPANY INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 154039601**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9H987803-18-43	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 006	1/1/2019	1/1/2020	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

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

Carrier AM Best's Ratings A+XV.
Project: 127th Street Arterial Mill and Overlay Project, Mur-Len Road to Black Bob Road. Project No. 3-P-002-20. The holder is listed as additional insured with respect to General Liability and Auto Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OLATHE
100 E Santa Fe St
Olathe KS 66061

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2019

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PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Molly Harmon PHONE (A/C. No. Ext): 402-964-5598 E-MAIL ADDRESS: mharmon@ssgi.com FAX (A/C. No): 402-557-6325															
INSURED Olsson, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Ind. Co. Of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co. of America</td> <td>36161</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E: ACE AMERICAN INSURANCE COMPANY</td> <td>22667</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Travelers Ind. Co. Of America	25666	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Travelers Property Casualty Co. of America	36161	INSURER D: Phoenix Insurance Company	25623	INSURER E: ACE AMERICAN INSURANCE COMPANY	22667	INSURER F:	
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INSURER E: ACE AMERICAN INSURANCE COMPANY	22667																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1615118551

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9H987803-18-43	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 006	1/1/2019	1/1/2020	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

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

Carrier AM Best's Ratings A+XV.
Project: Cedar Creek Parkway Arterial Mill and Overlay Project, K-10 Highway to South End Dead End. Project No. 3-P-003-20. The holder is listed as additional insured with respect to General Liability and Auto Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Olathe
100 E Santa Fe St
Olathe KS 66061

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2019

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INSURER D: Phoenix Insurance Company	25623												
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INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 2030411315**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-9H987803-18-43	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 006	1/1/2019	1/1/2020	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

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

Carrier AM Best's Ratings A+XV.
Project: Ridgeview Road Arterial Mill and Overlay Project, 151st Street to 159th Street. Project No. 3-P-004-20. The holder is listed as additional insured with respect to General Liability and Auto Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe
100 E Santa Fe St
Olathe KS 66061

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

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

Business Entity ID Number: 2373074

Entity Name: OLSSON, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

Resident Agent: REGISTERED AGENTS INC.

Registered Office: 4601 E Douglas Street STE 150, WICHITA, KS 67218

was filed in this office on June 19, 1996, and is in good standing, having fully complied with all requirements of this office.

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



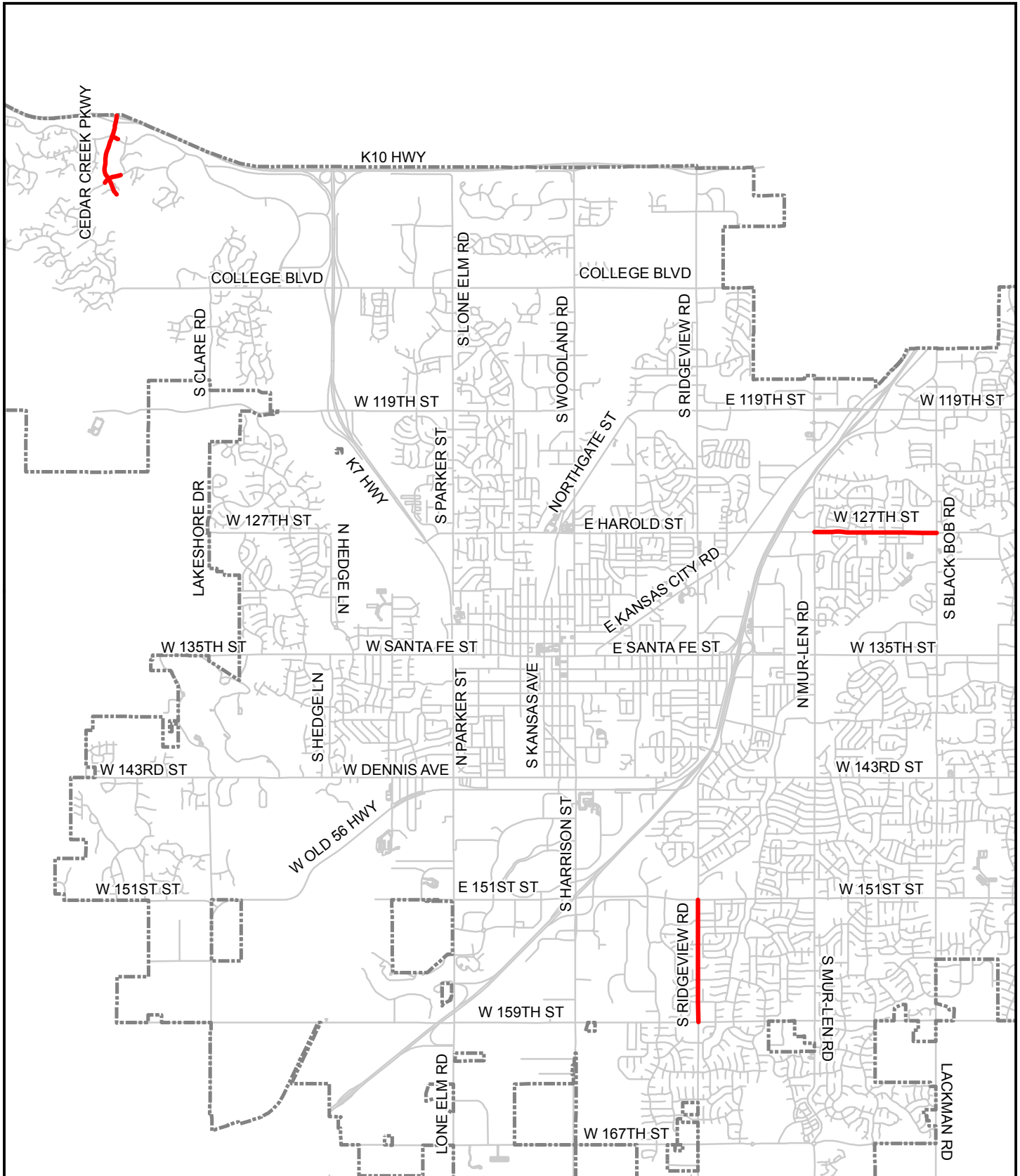
In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of May 01, 2019

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1100654 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

Project Location Map

127th Street Arterial Mill and Overlay Project, PN 3-P-002-20
Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20
Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOTAL \$16,550,000

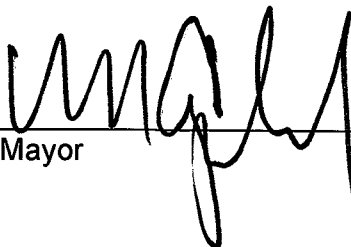
SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

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

SECTION FIVE: This Resolution shall take effect immediately.

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

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



Mayor

ATTEST:

Emil Vanant
City Clerk

(SEAL)



APPROVED AS TO FORM:

[Signature]
City Attorney

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

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

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

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

2019 ALTERNATE STREETS

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

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

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

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

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

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

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

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

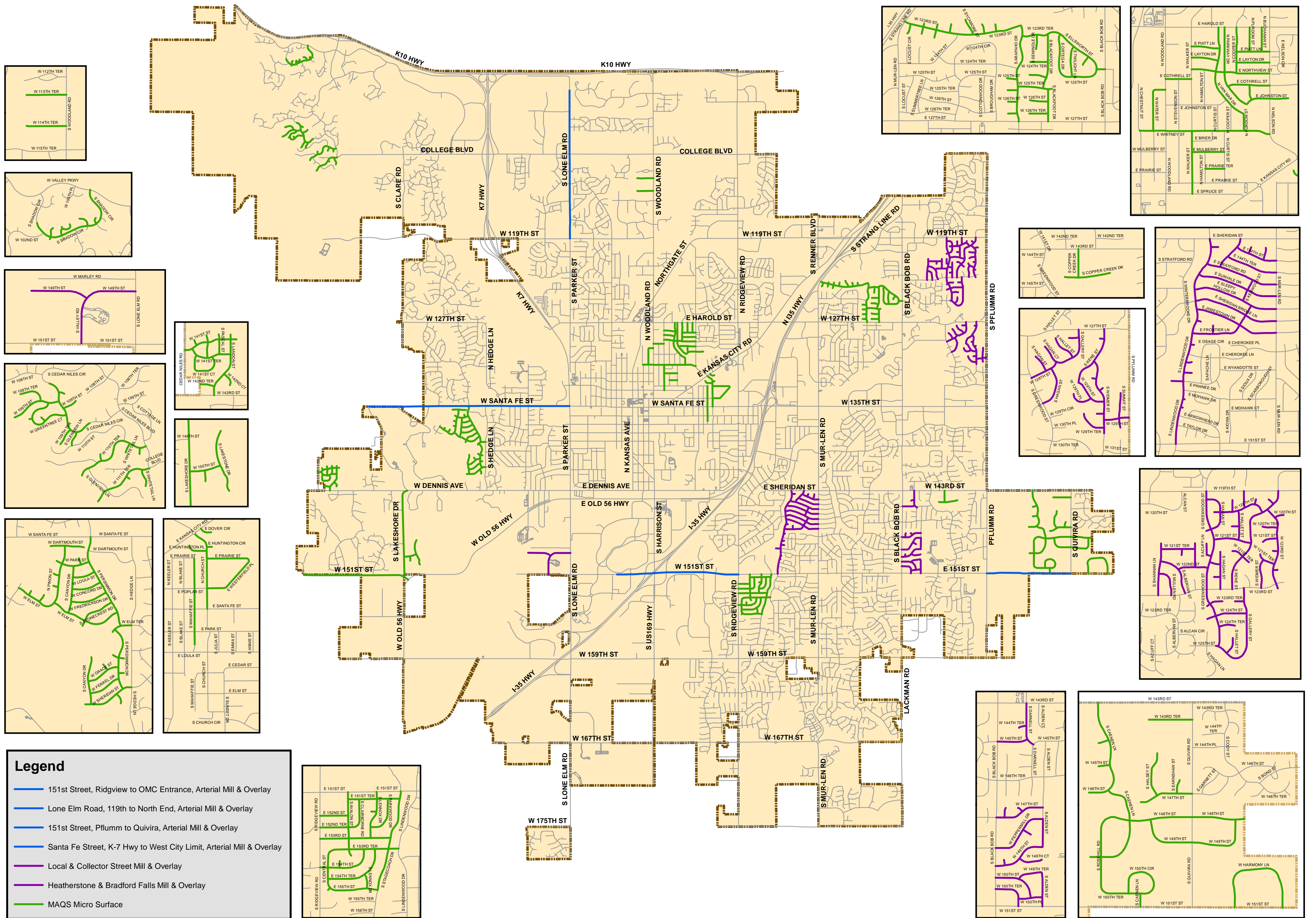
South Copper Creek Drive	143rd Street to Copper Creek Drive
South Copper Creek Drive	East End Cul-de-sac to West End Cul-de-sac
East Cothrell Street	Nelson to Parkway Drive
East Cothrell Street	Walker to Woodland
North Walker Street	Whitney to Spruce
North Walker Street	Woodland to Whitney
East Westerfield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

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

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

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

2019 Street Preservation Program Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Emily Baker/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award to Ingram Content Group for library materials for the Olathe libraries.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award to Ingram Content Group for library materials for the Olathe libraries

SUMMARY:

Ingram Content Group is a service provider to the book publishing industry based in La Vergne, TN and serves as an intermediary between the library and publishers. The Olathe Libraries have maintained a healthy twelve-year relationship with the company of whom has also provided the Olathe Libraries with highly customized automated ordering and processing systems that fully integrates with the Libraries' internal systems. This includes mylar jackets, barcodes, and RFID identification. Ingram Content Group also provides the Libraries with their library materials at very competitive discounted rates as they relate to hardcover and paperback books, spoken word audio media, DVD and Blu-ray media. The discounts are also customized to the Libraries' demographics in relation to the types of media that are in demand at those locations.

Due to the complexity of integration and the high satisfaction with Ingram as the Olathe Libraries' library media service provider, staff recommends award of renewable yearly contracts to Ingram Content Group.

FINANCIAL IMPACT:

Estimated annual expenditure \$292,000 to be paid from the Libraries' Books and Materials Accounts.

ACTION NEEDED:

Award of contract to Ingram Content Group for library materials.

ATTACHMENT(S):

A. Competition Exception Report.



☒ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☐ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Victoria Smith

Date: 07/23/2019

Department Contact: Andrea Hathaway

E1 Doc No.: _____

Total Cost: \$292,000/yr

COMMODITY/SERVICE DESCRIPTION:

Ingram serves as an intermediary between the library and publishers. Ingram provides a huge catalog of titles as well as processing services that are beneficial to the library. We currently utilize their automated ordering system and some processing (including mylar jackets, barcodes and RFID).

CER/SOLE SOURCE JUSTIFICATION:

The library has had a relationship with Ingram for 12 years. We have a standing agreement which is typical of all book vendors providing us with discounts and customized processing choices. This is true of all library vendors; however, Ingram's robust online presence and ease of use is a significant plus. Limiting most of our purchasing to Ingram allows us to track expenses across fiscal years as well as allowing us to track title specific purchases. Due to the high level of customization needed to have Ingram integrated into the Olathe Libraries' current system, it is imperative that the libraries keep Ingram as their current Library Materials provider.

Approved: Emily Baker (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: [Signature] (City Manager)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Emily Baker/Amy Tharnish

SUBJECT: Consideration of renewal of contract to Titan Protection & Consulting, Inc. for security services for the Olathe libraries.

ITEM DESCRIPTION:

Consideration of renewal of contract to Titan Protection & Consulting, Inc. for security services for the Olathe libraries

SUMMARY:

In March 2019, Library staff requested three quotes for security services. The Library has an emerging need for security services during day-time business hours. From the three quotes that were requested, only two were received from security service consultants: Orion Security (Overland Park; no bid due to lack of availability), Off Duty Officers, Inc. (San Diego, CA), and Titan Protection & Consulting (Overland Park).

Titan Protection & Consulting offered the best value for quality services and were awarded a temporary contract in April 2019. The Library staff have since been very pleased with Titan's service at both the Olathe Public Library and Indian Creek Library and would like to extend to a renewable, yearly, performance-based contract.

Staff recommends renewal to Titan Protection & Consulting, Inc. for security services for the Olathe libraries.

FINANCIAL IMPACT:

Estimated annual expenditure will be \$96,000 to be paid from the Libraries' operating budget.

ACTION NEEDED:

Renewal of contract to Titan Protection & Consulting, Inc for security services.

ATTACHMENT(S):

A. Competition Exception Report

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Victoria Smith

Date: 7/26/19

Department Contact: Emily Baker

E1 Doc No.: _____

Total Cost: \$96,000/year

COMMODITY/SERVICE DESCRIPTION:

Titan Protection & Consulting, Inc is a security guard company.

CER/SOLE SOURCE JUSTIFICATION:

Due to an immediate need to cover day-time hours of operation in March 2019, the library obtained three quotes for security services and Titan was the best value for the services needed. Since April 2019, Titan has established a good working relationship with the library staff covering both OPL and ICL locations. The library staff have invested time in training the Titan guards on library policies and procedures and feel that they have performed their duties very well. The library would like to continue using Titan by extending them a yearly, renewable, performance-based contract.

Approved: Emily Baker (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: Jim E. Shaver (City Manager)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award to Master's Transportation, Inc. for the replacement of one passenger shuttle bus for the City's Parks & Recreation Department.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award to Master's Transportation, Inc. for the replacement of one passenger shuttle bus for the City's Parks & Recreation Department

SUMMARY:

On July 2, 2019 four (4) bids were received for a passenger shuttle bus for the Parks & Recreation Department. This bus will be used for Active Agers programming, Adaptive Recreation programming, youth day camps and special event shuttling.

Staff recommends award to Master's Transportation, Inc.

The vehicle is being replaced as part of the regular replacement cycle. This vehicle was originally donated to the City and is now being replaced as part of the 2019 budget.

No Olathe vendors could provide this type of vehicle.

FINANCIAL IMPACT:

Cost is \$68,458.00 to be paid from the Vehicle and Equipment Replacement Fund.

ACTION NEEDED:

Award of contract to Master's Transportation, Inc. for the replacement of a passenger shuttle bus.

ATTACHMENT(S):

A. Bid Tabulation

				Master's Transportation, Inc. Belton, MO	Master's Transportation, Inc. Belton, MO	MIDWEST TRANSIT EQUIPMENT INC. Kankakee, IL	Kansas Truck Equipment Co. Inc. Wichita, KS
Item No.	Item Name	Qty	Unit	Unit Price	Unit Price	Unit Price	Unit Price
					Alternate Bid		
1	Price for New Passenger Shuttle Bus per the specifications of the bid	1	each	\$84,668.00	\$67,053.00	\$67,814.00	\$68,648.00
	Brand			2019 Ford F550 Champion Defender	2019 Ford E-450 Goshen Impulse	Starcraft Allstar MVP	Eldorado Advantage
	Item Vendor Ref Number			DF290F50	27FIK		25AFV
2	Option: Flip Down TV monitor	6	each	\$365.00	\$365.00	\$375.00	\$590.00
	Brand			ASA 15.4"	ASA 15.4"	Jensen	REI generic 15"
	Item Vendor Ref Number			Masters ASA	Masters ASA		7270
	Option: Touch Screen GPS and Navigation System (please include price of subscription if required)						
3	Brand	1	each	\$350.00	\$350.00	\$350.00	\$1,944.00
	Item Vendor Ref Number			Garmin	Garmin	GARMIN	Ford
				7263050P	7263050P		7226
4	Option: Blue Tooth Capability	1	each	\$0.00	\$125.00	\$0.00	\$0.00
	Brand			REI	REI		REI
	Item Vendor Ref Number			7270078P	7270078P		
			TOTAL	\$85,383.00	\$67,893.00	\$68,539.00	\$71,182.00
NOTE	Radio Package: AM/FM/DVD & two, 15.4" flip down monitors	1	each	\$2,026.00	\$565.00	\$0.00	\$0.00
	Brand			REI	REI	See item# 2	
	Item Vendor Ref Number			73014	7270025B		
			Total with Note	\$87,409.00	\$68,458.00	\$68,539.00	\$71,182.00

Recommended Award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of renewal of contract to SFG Road Maintenance for the purchase of BEET 55 for the Field Operations Divisions of Public Works.

ITEM DESCRIPTION:

Consideration of renewal of contract to SFG Road Maintenance for the purchase of BEET 55 for the Field Operations Divisions of Public Works.

SUMMARY: BEET 55 is a liquid organic deicer derived from sugar beet molasses and used by the Street Maintenance Section of Public Works during winter storm operations. This product lowers the freeze point of salt brine, which increases the effectiveness of the brine in lower temperatures. The Street Maintenance Section blends BEET 55 with salt brine to make a product that is less corrosive to roadways and vehicles, reduces salt application rates as much as 50% and more effective in lower temperatures.

The City of Olathe Snow and Ice Operations rank in the **Top 5% in the Nation**, in large part due to the innovative and effective use of snow fighting equipment and materials. Field Operations has been using this product for five (5) years with much success.

Staff recommends a three-year renewal of this contract.

FINANCIAL IMPACT:

\$110,000.00 to be paid from the Field Operations- Street Maintenance operating budget.

ACTION NEEDED:

Consideration of renewal of contract to SFG Road Maintenance for the purchase of BEET 55.

ATTACHMENT(S):

NONE



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of renewal of contract to Paving Maintenance Supply for the purchase of crack repair material for the Field Operations Division of Public Works.

ITEM DESCRIPTION:

Consideration of renewal of contract to Paving Maintenance Supply for the purchase of crack repair material for the Field Operations Division of Public Works.

SUMMARY: On May 15, 2015, two (2) bids were received for crack repair material for the Street Maintenance Section of Public Works. The material is used for repair and maintenance of streets and roadways to prevent further deterioration.

Paving Maintenance Supply has successfully performed this contract since 2015. Staff recommends renewal of contract to Paving Maintenance Supply for a one (1) year term, with the option of one additional one (1) year term.

No Olathe vendors supply this type of material.

FINANCIAL IMPACT:

\$200,000 for 2019. Expenditures will be split between the General Fund Rubberized Asphalt and Street Preservation Projects.

ACTION NEEDED:

Consideration of renewal of contract to Paving Maintenance Supply for the purchase of crack repair material for the Field Operations Division of Public Works.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of proposal and consideration of award of contract to Faster Asset Solutions for the purchase of a Fleet Management Information System for the Vehicle Maintenance Section of Public Works.

ITEM DESCRIPTION:

Acceptance of proposal and consideration of award of contract to Faster Asset Solutions for the purchase of a Fleet Management Information System for the Vehicle Maintenance Section of Public Works.

SUMMARY:

The Vehicle Maintenance Section of Public Works has long utilized the City of Olathe's JD Edwards EnterpriseOne software; modifying and customizing it to meet the basic needs required to manage the City's fleet. Over time, the support for EnterpriseOne has become a challenge that has impacted staff's ability to access and manage City fleet data in a timely manner. Additionally, as VM staff attends workshops, conferences and interacts with our industry peers, it is evident that fleet software vendors have made significant advances to their products and the City of Olathe has fallen behind.

In September 2018, VM collaborated with other departments to define the critical goals for a City of Olathe fleet software upgrade and completed a Request for Information (RFI). The RFI received responses from six (6) fleet management software providers. As a result of the information collected from the RFI, a Request for Proposals (RFP) was issued. In May 2019, the city received six (6) responses to the RFP. Three (3) companies were invited to provide additional details and demonstrate their products. City staff scored these vendors based on services proposed, company experience, support and cost. Based upon the proposals and the demonstrations, staff recommends award of contract to FASTER Asset Solutions. This software will allow VM to make better replacement, repair, stocking, and operational decisions, in addition to improving technician efficiency.

FASTER Asset Solutions provides a web-based, off the shelf, fleet asset management product that will allow VM to accurately track and manage the city's fleet of 1300 vehicles and equipment and \$175,000 parts inventory. FASTER has been in business for 35 years and has over 380 customers throughout the US and Canada, with the majority of customers being public entities.

There are no Olathe vendors that provide this software.

FINANCIAL IMPACT:

Initial cost of \$154,750.00 with annual upgrades, support and hosting of \$48,600 per year after the first year to be paid from the Central Garage Fund.

ACTION NEEDED:

Acceptance of proposal and consideration of award of contract to Faster Asset Solutions for the purchase of a Fleet Management Information System.

MEETING DATE: 8/6/2019

ATTACHMENT(S): Proposal Scoresheet

RFP-18-0241 - Fleet Software Composite Score Sheet

	Faster Asset Solutions Virginia Beach, VA	AssetWorks, Inc Wayne, PA	Transfinder Schenectady, NY
Total Average Composite Score	771	732	613

Recommended Award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Emily Carrillo, Senior Planner

SUBJECT: RZ19-0008: Rezoning R-2 District to D (Downtown Mixed Use) District Applicant: Jason and Trina Nudson; Nudson Properties

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-41, RZ19-0008, requesting approval for a rezoning from R-2 District to D (Downtown Mixed Use) District and preliminary site development plan for My Child Advocate containing 1 lot on 0.26± acres; located at 313 N. Chestnut Street. Planning Commission recommends approval 5-0

SUMMARY:

The applicant is requesting a rezoning from R-2 (Residential Two-Family) District to the D (Downtown Mixed Use) District and a preliminary site development plan for a new law office for My Child Advocate located at 313 N. Chestnut Street. The proposal includes the demolition of an existing building and construction of a new, 4,291 square-foot office building on the subject property.

The existing structure on site is currently being used as a law office. The existing law office is permitted through an approved Special Use Permit (SUP), which was obtained by the applicant originally in 2010, and was renewed in 2015. The renewal was approved for 5 years, with an expiration date of May 30, 2020. Since the renewal of the SUP in 2015, the Unified Development Ordinance (UDO) has been amended, and no longer allows professional offices in the R-2 District with a SUP. The SUP is still valid through May 30, 2020; however, the applicant would not be able to renew the SUP prior to its expiration. Rezoning the subject property to the D (Downtown Mixed Use) District would allow the law office by-right as a permitted use.

The existing structure was built in 1920, and therefore was considered for placement on the Olathe Register of Historic Places. At their May 16, 2019 meeting, the Olathe Historic Preservation Board (OHPB) found that there was no historical significance to the existing structure and did not object to it being replaced. The OHPB formally requested that the applicant allow for documentation of the structure in the form of photos, as well as any historic deed or property owner information to be collected prior to demolition. The OHPB made a formal recommendation to staff, Planning Commission, and City Council in favor of this application and architectural design "as a precedent of historically sensitive infill, whenever older residential homes are removed from the Downtown Core and Mixed-Use transition area to become commercial establishments in the D-Downtown district."

A Neighborhood Meeting was held in accordance with Unified Development Ordinance (UDO) standards on June 17, 2019, with three (3) citizens in attendance. Main topics of discussion focused on a description of the current office use and functions, proposed plans and elevations, and adjacent alley conditions. All attendees were supportive of the proposal.

Two waivers are requested with the preliminary site development plan application; one to allow a reduction in the minimum required frontage buildout from 80% to 55%. The second is to allow the other more than one commercial off-street parking area on a block in the Downtown District. Staff is supportive of both waiver requests, and further details of the waiver requests and staff's analysis can be found in the Planning Commission packet.

During the Planning Commission meeting, two revisions to the staff report were made. The first revision was a correction to Section 6, Building Design bullet point (i), to state that the northern façade incorporates a 14% projection for a total of 22.6% of the façade. The second revision was for the addition of a stipulation to grant the two waivers referenced above.

On July 8, 2019, the Planning Commission voted 5-0 to recommend approval of RZ19-0008 as presented, and the preliminary site development plan, with the stipulations as shown, and the addition of one stipulation as reflected in the meeting minutes. No individuals spoke in support or opposition of the proposal at the Planning Commission hearing.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Approve Ordinance No. 19-41 for a rezoning from the R-2 District to the D (Downtown Mixed Use) District as recommended by the Planning Commission.
2. Deny Ordinance No. 19-41 for a rezoning from the R-2 District to the D (Downtown Mixed Use) District.
3. Return the rezoning application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Ordinance 19-41



City of Olathe

City Planning Division

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

Application:	<u>RZ19-0008: Rezoning from R-2 to D-Downtown (Mixed Use) and preliminary site development plan for My Child Advocate</u>
Location:	313 N. Chestnut Avenue
Owner(s):	Jason & Trina Nudson
Applicant(s):	Jason & Trina Nudson
Engineer:	Micah Kimball/Treanor HL
Staff Contact:	Emily Carrillo, Senior Planner

Site Area:	<u>0.26± acres</u>	Proposed Use:	<u>Commercial, Law Office</u>
Units:	<u>1</u>	Plat:	<u>Platted, Original Town</u>
Current Zoning:	<u>R-2</u>	Proposed Zoning:	<u>D-Downtown (Mixed Use)</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning	Site Design Category	Building Design Category
Site	Urban Center/Downtown	Commercial, Office	R-2	3	C
North	Urban Center/Downtown	Residential, Single-Family	R-2	-	-
South	Urban Center/Downtown	Commercial, Office Vacant	C-O, CP-O	-	-
East	Urban Center/Downtown	Multi-Family	R-5	-	-
West	Urban Center/Downtown	Residential, Single-Family	R-2	-	-

1. **Proposal:**

The applicant is requesting a rezoning from R-2 to D (Downtown, Mixed Use) District, with an associated preliminary site development plan for My Child Advocate, a child advocacy law office. The subject property is located along the west side of N. Chestnut Street, just north of its intersection with Poplar Street. Staff is supportive of the request to rezone the subject property to the D (Downtown, Mixed Use) District, as outlined in this report.

The property is currently developed with an existing two-story structure that is being used as a law office. The existing law office is allowed with approval of a Special Use Permit (SUP), which was obtained by the applicant originally in 2010 and renewed in 2015. The SUP renewal was approved for a period of 5 years and does not expire until May 30, 2020.

Since the renewal of the SUP in 2015, the Unified Development Ordinance (UDO) has been amended, and no longer allows professional offices in the R-2 District with a SUP. Therefore, while the SUP is still valid for the use of a law office on the subject property, the applicant would not be able to renew the SUP prior to its expiration. Rezoning the subject property to the Downtown (Mixed-Use) District would allow the law office by-right as a permitted use.

The existing structure that is on the subject property is proposed to be demolished, and the associated revised preliminary site development plan that has been submitted is for the construction of a new two-story structure totaling 4,291 square feet. This new building is proposed to be built in the same location as the existing structure. There is also a detached garage in the southwestern corner of the subject property that is to remain on site.

2. **History:**

The subject property has been zoned R-2 since 1970, when conventional zoning was originally established throughout the City. The existing structure was constructed in 1920 and was originally used as a residential structure prior to its use as a law office. The subject property is a part of the original Town of Olathe plat, which was recorded in 1868. While the existing structure on the subject property was constructed in 1920, the Olathe Historic Preservation Board (OHPB) found that there was no historical significance to the existing structure and did not object to it being replaced.

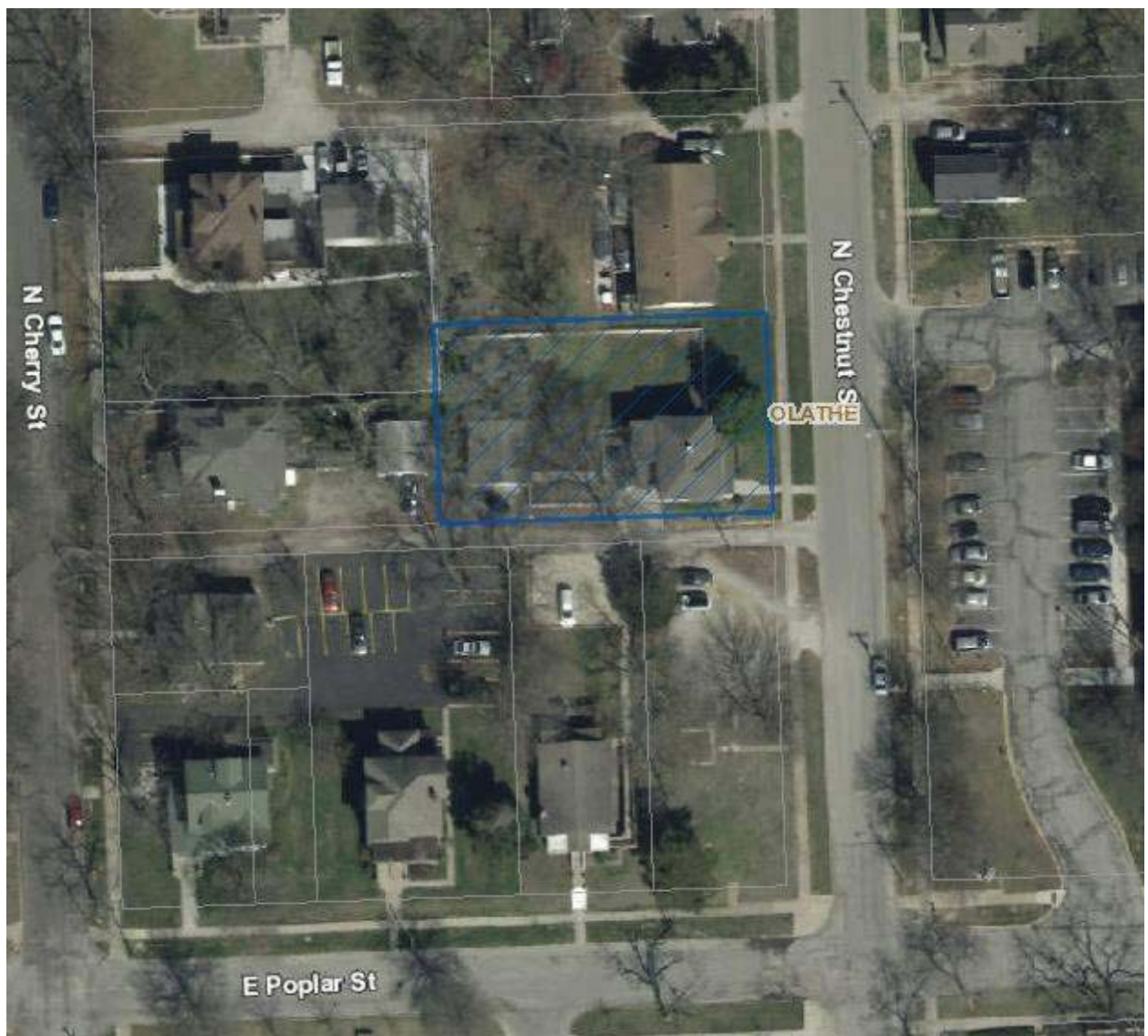
At their May 16, 2019 board meeting, the OHPB formally requested that the applicant allow for documentation in the form of photos, as well as any historic deed or property owner information for the existing structure located at 313 N. Chestnut be collected prior to any demolition permits. The board will work to collect and upload all historic documentation into the Kansas Historic Records Inventory (KHRI) an online database of historic archived information, photographs and documents.

Additionally, the OHPB would like to formally recommend this application and architectural design to City staff, Planning Commission and City Council *“as a precedent of historically sensitive infill, where older residential homes are removed from the Downtown Core and Mixed-Use transition area to become commercial establishments in the D-Downtown district.”*

3. Existing Conditions/ Site Photos:

The existing structure was constructed in 1920 and originally used as a residential structure prior to its use as a law office. The structure has the appearance of a single-family residential building, but currently functions as an office.

The subject property is located within a transitional area surrounding the downtown core, identified as the Downtown Mixed-Use district and is therefore eligible and recommended for the proposed D-Downtown (Mixed-Use) zoning district. This mixed-use district includes less intense commercial and residential uses, some in new structures and some in older historic single-family housing units. This transition area is generally defined as extending from Pine Street on the west to Kansas City Road and the Kansas School for the Deaf on the east, and Spruce Street to the north to Cedar Street on the south.



Aerial View of site – outlined in navy



Site View – looking NW from N. Chestnut Street

4. Neighborhood Meeting/Public Notice:

The applicant held a neighborhood meeting for the rezoning to D-Downtown (Mixed-Use) and preliminary site development plan on the evening of June 17, 2019 at 313 N. Chestnut Street (see attached minutes). Three (3) citizens attended the meeting. Main topics of discussion focused on a description of the current office use and functions, proposed plans and elevations, and adjacent alley conditions. All participants were vocally supportive of the proposed plan. A copy of the meeting minutes is provided in this packet.

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property per *Unified Development Ordinance (UDO)* requirements.

5. Zoning/Development Requirements:

- a. **Setbacks** – The following table lists the minimum building setback requirements for developments in the Downtown Mixed-Use District as well as the setbacks for the proposed structure.

	UDO Requirement	Proposed Plan
<i>Front Yard</i>	15 feet	15 feet*
<i>Side Yard</i>	8.1 feet (10% of lot width)	12 feet (north) 14 feet (south)
<i>Rear Yard</i>	10 feet from the property line	12 feet (to existing garage)

* UDO, Section 18.30.270 allows a 6-foot encroachment in the front yard for porches

- b. **Building Height** – The maximum building height for residential buildings in the D-Downtown (Mixed-Use) District is 7 stories or 90' feet. The height of the proposed building is approximately 30' feet, therefore, the proposed building is compliant with the height standards of the D District.
- c. **Frontage Buildout** – Frontage buildout is defined as “The length of a front building façade compared to the length of the front lot line, expressed as a percentage.” The minimum frontage buildout for nonresidential uses in the Downtown (Mixed Use) District is 80%. The width of the lot is 81' feet and 9" inches, therefore the width of the front façade is required to be approximately 65' feet and 5" inches. The proposed width of the front façade is approximately 43' feet and 2" inches or 53%. The applicant has requested a Waiver from this section of the UDO, and analysis of the Waiver request can be found in Section 7 of this report.
- d. **Landscaping** - Properties that are located within the Downtown District are exempt from the landscaping requirements of the UDO. However, the applicant has agreed to plant a new row of 3-foot tall boxwood hedges along the eastern portion of the proposed parking area, to help provide a visual buffer from N. Chestnut Street. There are also existing trees on the site, which will remain through redevelopment of the site.

6. Building Design:

Development that occurs within the Downtown District is subject to architectural design guidelines that will contribute to a high-quality architectural design of Downtown Olathe while complementing the existing development in residential neighborhoods. The proposed development meets or exceeds the applicable architectural requirements of the Downtown District that are listed below.

- a. Primary entrances to buildings at ground level shall face street rights-of-way rather than parking lots.
- *The primary entrance to the building is facing Chestnut Street.*

- b. The building façade shall have three vertical divisions: 'bases,' 'middles,' and 'tops.'
 - *The building has clear vertical division of a base, middle, and top.*
- c. Buildings shall employ a uniform level of quality on street-facing sides of the building that is visible from a neighboring area in the Downtown Mixed Use Zone.
 - *The proposed design of the building provides a uniform level of quality on the street facing façade.*
- d. Highly reflective glass is not permitted at the ground level of building elevations that abut a street right-of-way.
 - *The glass proposed to be used at the ground level of the elevation that abuts the street right-of-way is intended to be clear glass.*
- e. Each multi-story building shall have one clearly identifiable entrance abutting the street.
 - *The proposed building has a clearly identifiable entrance facing Chestnut Street.*
- f. At least 80% of the façade facing a street or public open space, shall be composed of building materials required for Category C Building Types.
 - *The façade facing Chestnut Street incorporates a high amount of glass and brick which meets the Category C design standards.*
- g. Consistent architectural design and durable building materials shall be continued on all façades adjacent to public streets and residential districts.
 - *All façades adjacent to public streets and residential districts provide a consistent architectural design that is compatible with the surrounding area.*
- h. The majority of the building(s) of a development shall possess an architectural character that respects traditional design principals, such as the ones provided in the list below:
 - Variation in the building form such as recessed or projecting bays;
 - Expression of architectural or structural modules and detail;
 - Diversity of window size, shape, or patterns that relate to interior functions;
 - Emphasis of building entries through projecting or recessed forms, detail, color, or materials;
 - Variations of material, material modules, expressed joints and details, surface relief, color, and texture to scale;
 - Tight, frequent rhythm of column/bay spacing, subdividing the building façade into small, human scaled elements.
 - *The design of the building is consistent with these traditional design principles listed above.*

i. Building walls facing a street, pedestrian walkway, or adjacent residential development shall:

- Incorporate architectural features such as columns, ribs, pilaster or piers, changes in plane, changes in texture or masonry pattern, or an equivalent element that subdivides the wall into human scale proportions.
 - *The east façade (street facing) provides a design that incorporates columns and several changes in plane. The northern façade (facing adjacent residential development) incorporates several changes in plane, and an overhang that subdivides the wall into human scale proportions.*
- Incorporate a building bay or structural building system for walls exceeding 30 feet in width. Bays should be visually established by architectural features such as columns, ribs or pilasters, piers, changes in wall planes, changes in texture or materials and fenestration pattern no less than 12 inches in width.
 - *The maximum width of a bay on the street facing or adjacent residential facing façades is approximately 26 feet. Each of these bays is visually established by a change in wall plane.*
- Incorporate at least one change in wall plane, such as projections or recesses, having a depth of at least three percent (3%) of the entire length of the façade and extending at least twenty percent (20%) of the entire length of the façade.
 - *The eastern façade incorporates a 10.5% recess in the wall plane for a total of 29% of the total façade, and the northern façade incorporates a 22.6% projection for a total of 14% of the total façade.*
- Incorporate features into ground level walls such as windows, entrances, arcades, arbors, awnings, trellises, or alternative architectural detail along at least sixty percent (60%) of the façade.
 - *The eastern façade includes a front porch, which incorporates an awning over a minimum 90% of the façade, and the northern façade provides a mid-wall overhang, similar to an eave along 77% of the façade.*
- Windows shall be recessed and include visually prominent sills or other forms of framing.
 - *The windows on all facades appear to be slightly recessed and have an appropriately scaled trim provided around all sides.*

7. Site Design Standards:

The subject property is located in the Urban Center/Downtown future land use map designation according to the *Comprehensive Plan* and the development is subject to **Site Design Category 3** (UDO 18.15.115). The following is a summary of the composite site requirements.

- a. **Façade Width in Frontage Area** – Development that is subject to Site Design Category 3 is required to have a minimum of 30% of the façade located within the frontage area, which is up to 15 feet from the front property line. The proposed development shows the front façade comprising 55% of the frontage area. The

Downtown District has an additional standard for frontage buildout, which the applicant is requesting a waiver from. Analysis of this waiver request can be found in Section 8, below.

- b. **Pedestrian Connection Options** – Development that is subject to Site Design Category 3 is required to provide enhanced pedestrian connections to encourage pedestrian use. The applicant has provided a pedestrian gateway into the site using landscaping and hardscape materials including a staircase with wrought iron railings on the walkway from the street to the front façade.

8. Waivers:

The applicant is requesting the following waivers from the City's Downtown dimensional and parking standards. The justification provided to support the waiver requests by the applicant can be found in the waiver request letter included in this packet.

1. Waiver from UDO, Section 18.20.210.B.1 – *Request for a waiver to allow a reduction in the Frontage Buildout for non-residential buildings in the Downtown District from 80% to 55%.*
2. Waiver from UDO, Section 18.20.210.D.3 – *Request for a waiver to allow more than one (1) commercial off-street parking area on one block in the Downtown District.*

UDO, Section 18.40.240.D.2 states, "The Approving Authority may approve the waiver if the applicant demonstrates one (1) or more of the following, and if the area proposed for modification is illustrated on the plat or site development plan."

- a) An alternative higher quality development design with no negative impacts to either the residential or nonresidential properties.
- b) Development restrictions imposed on the property to ensure low impact land uses, low scale buildings, and a site design arrangement in which adjoining residential properties will not be negatively impacts by any change in the applicable regulations.
- c) Existing topography, hedgerows, or natural features provide significant screening and an appropriate buffer for adjoining properties.
- d) Significant buffers are provided on adjoining residential properties and those properties will not be negatively impacted by any change in the applicable regulations.
- e) The regulations impose an unnecessary hardship upon the property owner arising from conditions unique to the property and alternative site design, building design, and building arrangements that are not possible. In such instances, findings shall be prepared that:
 - a. No private rights will be injured or endangered by the Waiver.
 - b. The public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

Staff Analysis of Waiver Requests:

Staff is supportive of the waiver requests due to the proposal meeting the criteria of providing a site design in which adjoining residential properties will not be negatively

impacted by the change in regulations and an alternative higher quality design being provided. The requested reduction in building frontage buildout to 55% of the lot width allows a design that is more compatible with adjacent and other nearby residential development in terms of scale and spacing. The remaining 45% of the frontage area of the lot is all to be used as open green space, to provide an additional buffer from the office use to the existing residential structure to the north.

The Downtown District does not allow more than one commercial-off street parking area on any one block, and the block that the subject property is on already has an existing off-street parking area, with 17 parking stalls, which is located on private property, which is not owned by the applicant. While the proposed office building does not have a high parking demand, the applicant requested that an off-street parking area be allowed to serve the office, just to the south of the building, with vehicular access from the alley. Not only will the four off-street parking stalls alleviate potential congestion on Chestnut Street, which is a local street that allows on-street parking in both directions, but it also allows a direct, accessible route to a building entry. Therefore, staff supports this waiver request for off-street parking.

9. Comprehensive Plan Analysis:

The future land use map of the *Comprehensive Plan* identifies the subject property as “Urban Center/Downtown.” The proposed Downtown zoning and office development is appropriate for this area.

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

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

The property falls within the current *Plan Olathe* designation for Urban Center/Downtown. The entire property is currently zoned R-2 (Residential Two-Family) and is proposed to be rezoned to D-Downtown (Mixed-Use). The Urban Center/Downtown area is intended to serve as a primary business, government, and commercial hub as well as a place for art, community spaces, and cultural exhibits, with a revitalized historic downtown at the core of the urban center. The Urban Center/Downtown Area will include new entertainment options, restaurants, offices, retail, civic, and cultural amenities as well. The proposed rezoning and construction of a new office building complies with other goals and principles of the *Comprehensive Plan*.

- **Principle LUCC-4:** “Encourage mixed-use development, especially in the downtown area, to support commercial uses, promote walkability, and provide for a variety of housing options.”
- **Principle HN-1.3:** “Design infill and redevelopment to avoid negative impacts and ensure compatibility and appropriate transitions between land uses.”
- **Principle HN-1.8:** “Encourage infill housing in older residential neighborhoods that is architecturally compatible with surrounding properties.”
- **Principle CRL-3:** “Where possible, new construction should complement nearby historic buildings.”

- **Principle OT-1.1:** *“Encourage multiple uses Downtown. This includes office, services, and government as well as retail, restaurants, entertainment, and night life, mixed with a diversity of residential housing types and other compatible uses in a manner that is harmonious with the historic character of Downtown.”*

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

The proposed use of a law office has existed at the subject property for the past 9 years and is compatible with the uses in the general area, which include other law offices, cultural arts centers, civic uses, and low-density residential development. The proposed building was designed in a way to be compatible with the surrounding properties in regards to architectural style, building materials, mass, and open space. The block that the existing property is located on primarily consists of buildings that have the appearance of a residential structure, while some of them, especially on the southern portion of the block, function as an office.

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

The properties immediately north and east of the subject property have residential zoning designations, while the properties immediately to the south are zoned CP-O (Planned Office Building District) and C-O (Office Building District). Properties further south and west of the immediately adjacent lots are zoned D-Core (Downtown). All of the uses immediately adjacent and in the general vicinity of the subject property have uses which are compatible to the use that is proposed with this application. The existing use has been located at the subject property for the past 9 years and can function in a building that has a residential appearance.

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

Residential uses are allowed on the subject property with the existing R-2 zoning, but the existing and proposed use for a law office in the proposed Downtown district are appropriate for this site due to the surrounding mix of uses.

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

The subject property has been zoned R-2 since 1970, when the conventional zoning was originally established in the City. The existing structure was constructed in 1920, and the property has remained occupied for the past 9 years as an office.

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

The proposed redevelopment of a new office building on the subject property should have no detrimental affect on nearby properties. The proposed building is designed in a similar scale and mass as the existing building that has been in the same location for the past 99 years.

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

The existing use of a child advocacy law office has had no apparent adverse effect to the road network or creating any parking problems in the vicinity. On-street parking is allowed on both sides of Chestnut Street, which the subject property has frontage on. The proposed redevelopment of the site is increasing the off-street parking for the same use by two parking stalls, as the applicant is proposing four off-street parking stalls, that will take access from the existing alley to the south of the subject property.

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

The proposed redevelopment of an office should not create any air pollution, water pollution, or other environmental harm.

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

Construction of the proposed development should increase the value of the subject property and contribute to improved quality and character of the surrounding neighborhood, potentially influencing improved property values.

J. The gain, if any, to the public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

The proposed rezoning to D-Downtown (Mixed-Use) does not pose a threat to the public health, safety and welfare. Denial of this application could be considered a hardship to the property owner.

10. Staff Recommendation:

- A. Staff recommends approval of RZ19-0008 for the following reasons:
 - (1) The proposed development complies with the policies and goals of the *Comprehensive Plan* for Land Use, Housing, Original Town and Cultural Landmarks & Resources.
 - (2) The requested rezoning to D-Downtown (Mixed-Use) district meets the *Unified Development Ordinance (UDO)* criteria for considering zoning applications.
- B. Staff recommends approval of the rezoning to the D-Downtown (Mixed-Use) district.
- C. Staff recommends approval of the associated preliminary site development plan for My Child Advocate, subject to the following stipulations.
 - (1) A final site development plan shall be approved prior to issuance of a building permit.

- (2) The existing structure shall be documented and archived with the Olathe Historic Preservation Board prior to any demolition permit approval.
- (3) Fiber cement panels shall be used in the areas that say lap siding on the elevations.
- (4) Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and cooler shall be screened from public view with three-sided landscaping or an architectural treatment compatible with the building architecture.

Kansas Ave
Community
Garden

Chestnut
Street

Creek
Mill Creek

W Spruce St

E Spruce St

Second
Baptist
Church

N Kansas Ave

N Cherry St

N Chestnut St

RZ19-0008

Olathe Public
Housing
(Parkview Manor)

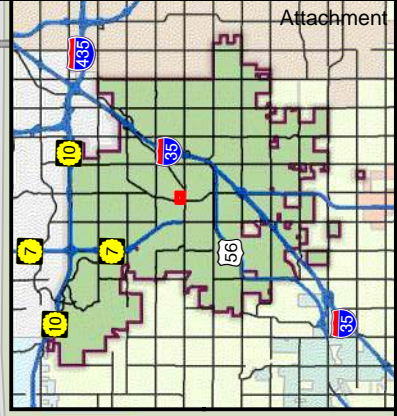
N Woodland Rd

Mill Creek

W Poplar St

E Poplar St

N Water St

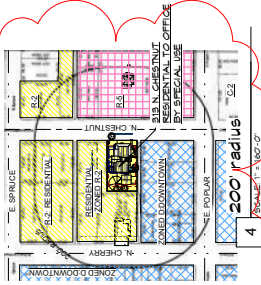


User: jaredmd
Date: 07/02/2019

MY CHILD ADVOCATE
RZ19-0008

OLATHE
KANSAS

Attachment A



REAR (WEST)



ALLEY SIDE (SOUTH)



FRONT along N. Chestnut (EAST)



Vicinity Map

Project Narrative:

Existing building is a 2 story residential structure being used as for a business by way of special use permit. Existing structure is proposed to be demolished and replaced with 2 story wood framed structure for business use. New structure is designed as 'transitional' due to site location in the downtown district and the residential adjacency.

ADDRESS/LAND OWNER:
313 N. CHESTNUT
JASON AND TRINA NUDSON

APPLICANT:
JASON & TRINA NUDSON

ARCHITECT: MICAH KIMBALL, AIA
1040 VERMONT ST.
LAWRENCE, KS 66044

EXISTING USE: PROFESSIONAL OFFICE
(VIA SPECIAL USE PERMIT)

EXISTING ZONING:
R-2

PROPOSED ZONING:
DOWNTOWN MIXED USE
REAR YARD MIN. 10% 4' 0" ALLOWED
SIDE YARD MIN. 10% 4' 0" ALLOWED
ONE SIDE
REAR YARD: 10'

PARKING REQ'D = 0 PER DOWNTOWN
GUIDELINES

PROPERTY IS NOT LOCATED WITHIN THE
FEMA 100 YEAR FLOOD PLAIN

LEGAL DESCRIPTION:
LOT 9, BLOCK 50, PLAT OF OLATHE IN
THE CITY OF OLATHE, JOHNSON
COUNTY, KANSAS, TOGETHER WITH THE
INTERESTS OF THE ACQUIRED
SUBJECT PROPERTY

BUILDING DATA:
GROSS BUILDING AREA: (181) 2,304 SF
TOTAL: 1,522 SF

PROPOSED BUILDING USE:

- 1ST FLOOR - B: 24 OCC'S
- 2ND FLOOR - B: 14 OCC'S
- 3RD FLOOR - B: 14 OCC'S
- ONE BUILDING
- TOTAL OCCUPANTS: 49 OCC'S

OCCUPANCY GROUPS: B: BUSINESS

OCC. LOAD: 1.1 OCC./SQ. FT. 35,025 SF

CONSTRUCTION TYPE: V: WOOD
FRAMED - NON SPINNED

ALLOWABLE STORES (NS): 2

ALLOWABLE AREA (NS): 4,000 SF

REQUIRED RATINGS (TEL 60):

STRUCTURAL FRAME: OHR

BEARING WALLS: OHR

FLOORS: OHR

ROOF: OHR

REQUIRED # OF EXITS: 1 (TEL. 006.2.1)

MAX. EXIT DISTANCE: 75'

REQUIRED PLUMBING FIXTURES:
1.002: 1 (TEL. 006.2.1)

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City of Olathe

City Planning Division

MINUTES**Planning Commission Meeting: July 8, 2019**

Application:	<u>RZ19-0008: Rezoning from R-2 to D-Downtown (Mixed Use) and preliminary site development plan for My Child Advocate</u>
---------------------	--

Zachary Moore, Planner II, presented this request to rezone downtown property from the R-2 District to the Downtown Mixed-Use District. The subject property is just over one-quarter acre in size and located at 313 North Chestnut Street.

Mr. Moore presented the future land use map showing the Urban Center/Downtown designation for the subject property, and he presented a map that showed this property located in the downtown transition area. Mr. Moore stated that the subject property is surrounded by R-2 to the west and north, and office zoning designations across the alleyway to the south. There are also residential uses across Chestnut Street to the east, and existing Downtown zoning to the south and west. Mr. Moore added that the existing structure was constructed on the site in 1920, and that a law office has operated at this site since 2010 with a special use permit. The purpose of the rezoning is because the use of a law office in the R-2 District is no longer allowed per the UDO. The Olathe Historic Preservation Board has determined that there is no historical significance to the property, but requested that the property owners document any historical deeds they might find. The Olathe Historic Preservation Board formally recommended this application *“as a precedent of historically sensitive infill, where older residential homes are removed from the Downtown Core and Mixed-Use transition area to become commercial establishments in the D-Downtown district.”*

Mr. Moore added that with the rezoning application, there is also an associated preliminary site development plan for an approximately 4,900 square feet structure which will include a law office. Mr. Moore also noted that there is an existing alleyway that runs through the property to the west, and there is an existing accessory structure that will remain on site. Also, the applicant will be providing four new parking stalls, which will require a waiver from the UDO.

Mr. Moore presented architectural elevations provided by the applicant. He added that development in the Downtown District is subject to different standards than typical developments, and staff has determined that this application meets or exceeds all of those standards.

Mr. Moore noted that in Section 6 of the staff report, on page 7 a correction should be made to read that the northern façade incorporates a 14 percent projection for a total of 22.6 percent of the total façade. **Comm. Nelson** asked if this correction should be included in the motion, and **Aimee Nassif, Chief Planning and Development Officer** confirmed that it should be included in the motion.

Mr. Moore discussed the Downtown Design Standards and pointed out features of the building which meet or exceed those standards.

Mr. Moore then presented two waivers that were requested. The first is to allow a reduction in the frontage build-out for non-residential buildings in the Downtown District, from 80 percent to 55 percent. The second waiver is to allow more than one commercial off-street parking area on one block in the Downtown District. Staff is supportive of both waivers, and **Mr. Moore** explained staff's analysis of those waiver requests.

Mr. Moore reported that the applicant held a neighborhood meeting on June 17, 2019, attended by three citizens. Topics of discussion included services to be provided on site, general review of the plans, and the state of the alley to the south of the subject property. All attendees of the meeting were generally supportive of the plans. Staff has not received any correspondence from the general public regarding this application.

Mr. Moore stated that staff finds that a rezoning from R-2 District to D-Downtown District follows Comprehensive Plan goals for land use and community character, housing and neighborhoods, and cultural landmarks and resources. Staff recommends approval of the rezoning, as well as a preliminary site development plan with the addition of a stipulation granting the two waivers.

Comm. Nelson asked if the existing garage is considered an accessory building.. **Mr. Moore** said that is correct, and the garage is proposed to remain as is. Comm. Nelson asked if the area immediately in front of the garage could be used for parking purposes. Mr. Moore said that area is paved and proposed to remain, so it could potentially be used as two additional parking spaces.

Comm. Fry asked why 80 percent is the standard for frontage buildout in the UDO. **Mr. Moore** responded that traditionally in a downtown type of development, a frontage build-out would achieve more storefronts located closer to the street, creating an appropriate pedestrian scale and drawing more attention to storefronts. On the north side of Santa Fe Street past the downtown core, the neighborhood starts to space out a little bit, so staff felt the reduction would be appropriate.

Vice Chair Rinke opened the public hearing and asked the applicant to come forward. **Jason Nudson, Applicant, 8377 Primrose, De Soto**, approached the podium. He and his wife are co-applicants. He said Mr. Moore covered the project very well and did not have anything to add. There being no one else to be heard, **Vice Chair Rinke** called for a motion to close the public hearing.

Motion by Comm. Nelson, seconded by Comm. Freeman, to close the public hearing.

Motion passed 5-0.

Motion by Comm. Munoz, seconded by Comm. Fry, to recommend approval of RZ19-0008 per staff recommendation, for the following reasons:

- (1) The proposed development complies with the policies and goals of the *Comprehensive Plan* for Land Use, Housing, Original Town and Cultural Landmarks & Resources.
- (2) The requested rezoning to D-Downtown (Mixed-Use) district meets the *Unified Development Ordinance (UDO)* criteria for considering zoning applications.

Comm. Munoz's motion was amended by Comm. Freeman to include the following change:

- (1) On page 7, Section 6, Building Design bullet point (i.) should read:

The eastern façade incorporates a 10.5% recess in the wall plane for a total of 29% of the total façade, and the northern façade incorporates a 14% projection for a total of 22.6% of the total façade.

Comm. Munoz's motion was amended by Comm. Freeman to include recommending that the following stipulations be included in the associated preliminary site development plan, as amended:

- (1) A final site development plan shall be approved prior to issuance of a building permit.
- (2) The existing structure shall be documented and archived with the Olathe Historic Preservation Board prior to any demolition permit approval.
- (3) Fiber cement panels shall be used in the areas that say lap siding on the elevations.
- (4) Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and cooler shall be screened from public view with three-sided landscaping or an architectural treatment compatible with the building architecture.
- (5) The following waivers shall be granted:
 - a. Waiver to allow a reduction in the Frontage Buildout from 80% to 55%.
 - b. Waiver to allow more than one off-street parking area on a Downtown block.

Aye: *Freeman, Nelson, Fry, Munoz, Rinke (5)*

No: *(0)*

Motion was approved 5-0.

ORDINANCE NO. 19-41

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

WHEREAS, Rezoning Application No. RZ19-0008 requesting rezoning from R-2 District to D (Downtown Mixed Use) District was filed with the City of Olathe, Kansas, on the 17th day of May 2019; and

WHEREAS, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Unified Development Ordinance; and

WHEREAS, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 8th day of July 2019; and

WHEREAS, said Planning Commission has recommended that such rezoning application be approved.

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

SECTION ONE: That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

All of Lot 11 and the South ½ of Lot 8, Block 30, Plat of Olathe in the City of Olathe. Johnson County, Kansas. Together with the Easterly ½ of the vacated alley on the Westerly side of the subject property

Said legally described property is hereby rezoned from R-2 (Residential Two-Family) District to D (Downtown Mixed Use) District

SECTION TWO: That this rezoning is approved with no stipulations:

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

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

PASSED by the City Council this 6th day of August 2019.

SIGNED by the Mayor this 6th day of August 2019.

ATTEST: _____ Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: ANX19-0001, Annexation of approximately 1.24± acres, located at 15032 W. 155th Terrace. Applicants: Paul and Diana Stevens.

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-42 (ANX19-0001) annexing approximately 1.24± acres located at 15032 W. 155th Terrace into the corporate boundaries of the City of Olathe

SUMMARY:

In accordance with K.S.A. 12-520(a)(7), Paul and Diana Stevens (the “Applicants”) have submitted a petition for annexation of approximately 1.24± acres of land (**Attachments A & B**) which lies contiguous with the corporate boundaries of Olathe. The property is located at 15032 W. 155th Terrace, along the north side of W. 155th Terrace, approximately 200 feet east of S. Black Bob Road. There is no related annexation agreement.

The property to be annexed upon adoption of the ordinance (**Attachment C**), is within the City of Olathe Growth Area and is designated on the Future Land Use Map as Conventional Neighborhood. As described in *PlanOlathe*, Conventional Neighborhoods typically consist of single-family housing on individual building lots. *PlanOlathe* includes policies to maintain and promote the distinct character and identity of Olathe’s neighborhoods. A variety of housing types, prices, and styles are encouraged to enable a range of economic levels, age groups, and lifestyles to live within the community.

The subject property is located within the City of Olathe Water service area. Pursuant to Olathe City Council Policy PI-6 (Resolution 17-1090), annexation shall be required prior to extension of City utility services to property outside the corporate limits of Olathe. A new home is being constructed on the property located at 15032 W. 155th Terrace, and connection to City of Olathe Water service is required. Therefore, the applicants have submitted this petition for annexation.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Approve Ordinance No. 19-42 (ANX19-0001), annexing approximately 1.24± acres into the corporate boundaries of the City of Olathe.
 2. Deny Ordinance No. 19-42 (ANX19-0001).
-

ATTACHMENT(S):

- A. Petition for Annexation
- B. Map of Subject Property
- C. Ordinance 19-42



PETITION FOR ANNEXATION

TO THE COUNCIL OF THE CITY OF OLATHE, KANSAS:

Paul Stevens and Diana L. Stevens the

Undersigned, respectfully state:

1. That we are the record owner(s) of the following described land located in Johnson County, Kansas:
2. That such land adjoins the City of Olathe, Kansas, as is shown on the map attached hereto and incorporated by reference herein.
3. That we respectfully request that such land be annexed and incorporated to the City of Olathe, Kansas, and do hereby consent to such annexation.

Paul Stevens
Name

217 S. Montclair Dr
Address

Olathe KS 66061
City, State, Zip Code

913-961-5633
Phone Number

Diana Stevens
Name

217 S. Montclair Dr.
Address

Olathe KS 66061
City, State, Zip Code

913-764-0280
Phone Number

CERTIFICATION

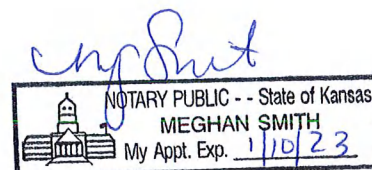
STATE OF Kansas)
COUNTY OF Johnson)

SS.

Paul Stevens
Paul Stevens

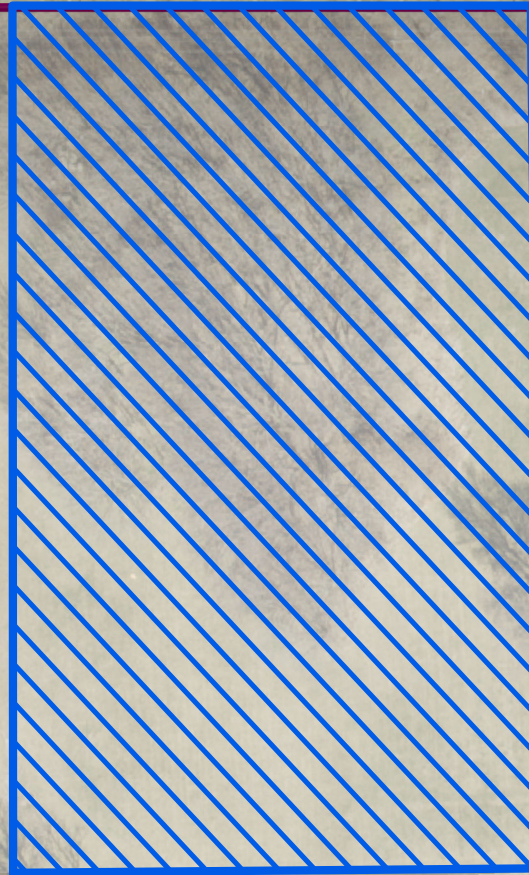
Diana L. Stevens
Diana Stevens

that we signed the foregoing Petition for Annexation as our free act and deed and certify that we are the legal owners of the real estate described in the foregoing Petition for Annexation.



**15032 W 155TH TERRACE
ANNEXATION PROPERTY
EXHIBIT B**

S BLACK BOB RD



W 155Th Ter

DISCLAIMER
The City of Olathe makes no representations of any kind, including but not limited to warranties of merchantability or fitness for any particular purpose or use, nor are any such warranties to be implied with respect to the info, data, or service furnished herein.
Date: 07/30/2019

0

250



500

Feet

ORDINANCE NO. 19-42

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF OLATHE, KANSAS, IN CONFORMITY WITH THE PROVISIONS OF K.S.A. 12-520(a)(7), AND AMENDMENTS THERETO.

WHEREAS, the Governing Body of the City of Olathe, Kansas, has received petitions from the owners of the following described real property requesting that such property be annexed to the City of Olathe, Kansas (ANX19-0001):

LOT 16, EXECUTIVE ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

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

SECTION ONE: Pursuant to K.S.A. 12-520(a)(7), the Governing Body of the City of Olathe, Kansas, deems it advisable to annex the following land, to-wit:

LOT 16, EXECUTIVE ESTATES, A SUBDIVISION IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF;

including any and all adjacent right-of-way,

and that said land is hereby annexed and made a part of the City of Olathe, Kansas.

SECTION TWO: That the City of Olathe, Kansas, recognizes that the above-described property is within the boundaries of the Fire District #2, Johnson County, Kansas, and that for purposes of fire protection, the City of Olathe, Kansas, hereby agrees that upon annexation and detachment from the Fire District in accordance with applicable law, the property shall be the sole and complete responsibility of the City of Olathe, Kansas.

SECTION THREE: The City Clerk shall file a certified copy of this Ordinance with the County Clerk, the Department of Records and Tax Administration, and the Election Commissioner of Johnson County, Kansas.

SECTION FOUR: That 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 6th day of August, 2019.

SIGNED by the Mayor this 6th day of August, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: ANX19-0002, Annexation of approximately 39.41± acres located approximately ¼ mile east of S. Moonlight Terrace and ½ mile north of W. 119th Street. Applicant: BWB Cedar Creek, LLC.

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-43 (ANX19-0002) annexing approximately 39.41± acres located approximately ¼ mile east of S. Moonlight Terrace and ½ mile north of W. 119th Street into the corporate boundaries of the City of Olathe

SUMMARY:

In accordance with K.S.A. 12-520(a)(7), BWB Cedar Creek, LLC (the “Applicant”) has submitted a petition for annexation of approximately 39.41± acres of land (**Attachments A & B**) which lies contiguous with the corporate boundaries of Olathe to the north. The property is located approximately ¼ of a mile east of S. Moonlight Terrace and ½ mile north of W. 119th Street. There is no related annexation agreement.

The property to be annexed upon adoption of the ordinance (**Attachment C**), is within the City of Olathe Growth Area and is designated on the Future Land Use Map as Conservation/Cluster Neighborhood. As described in *PlanOlathe*, Conservation/Cluster Neighborhoods balance the protection of sensitive environmental features with the development rights of property owners. The density of development is clustered within the more buildable portion of the property, leaving increased opportunities for open space and preservation of natural areas. House sites should take advantage of views and access to the preserved land, and streets should be designed to access the house sites in a manner that minimizes disturbance of natural areas. Conservation/Cluster Neighborhoods can provide a transition between existing urban development and rural or open lands.

The Applicant owns several other tracts of land immediately north and east of the property to be annexed, all of which is already within the corporate boundaries of Olathe. There are no current plans for development of this property.

FINANCIAL IMPACT:

Future development of the property will result in an increase in the city’s real property tax collections.

ACTION NEEDED:

1. Approve Ordinance No. 19-43 (ANX19-0002), annexing approximately 39.41± acres into the corporate boundaries of the City of Olathe.
 2. Deny Ordinance No. 19-43 (ANX19-0002).
-

ATTACHMENT(S):

- A. Petition for Annexation
 - B. Map of Subject Property
 - C. Ordinance 19-43
-

RECEIVED

JUL 18 2019

Attachment A
Corporate

CITY OF OLATHE
CITY CLERK OFFICE

PETITION FOR ANNEXATION

TO THE COUNCIL OF THE CITY OF OLATHE, KANSAS:

We, the undersigned, respectfully state:

1. That Bradley W. Botteron ^{Managing Member} is the ~~President~~ of BWB Cedar Creek, LLC.
2. That ~~Bradley W. Botteron~~ is the ~~Secretary~~ of _____.
3. That said BWB Cedar Creek LLC is the record owner of the following described real property located in Johnson County, Kansas:
(See attached Kansas Warranty Deed)
4. That such land adjoins the City of Olathe, Kansas, as is shown on the map attached hereby, and incorporated by reference herein.
5. That we have been duly authorized to request to have such land be annexed and incorporated to the City of Olathe, Kansas, and do hereby consent on behalf of said corporation, to such annexation.

BWB Cedar Creek LLC
(Corporate name.)

By

Title

Managing Member

~~ATTEST~~

~~Secretary~~

CERTIFICATION

STATE OF Kansas)
COUNTY OF Johnson)

SS.

I, Bradley W. Botteron ^{Managing Member}, ~~President~~ of BWB Cedar Creek, LLC, and ~~Secretary~~, hereby certify that ~~we~~ have been authorized to sign the foregoing Petition for Annexation on behalf of said corporation and duly acknowledge the execution of the same to be the act and deed of the corporation.

By

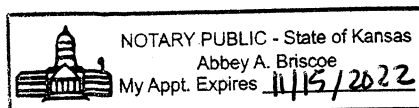
Title

Bradley W. Botteron
Managing Member

Subscribed to and sworn to before me this 17th day of July, 2019.

Notary Public

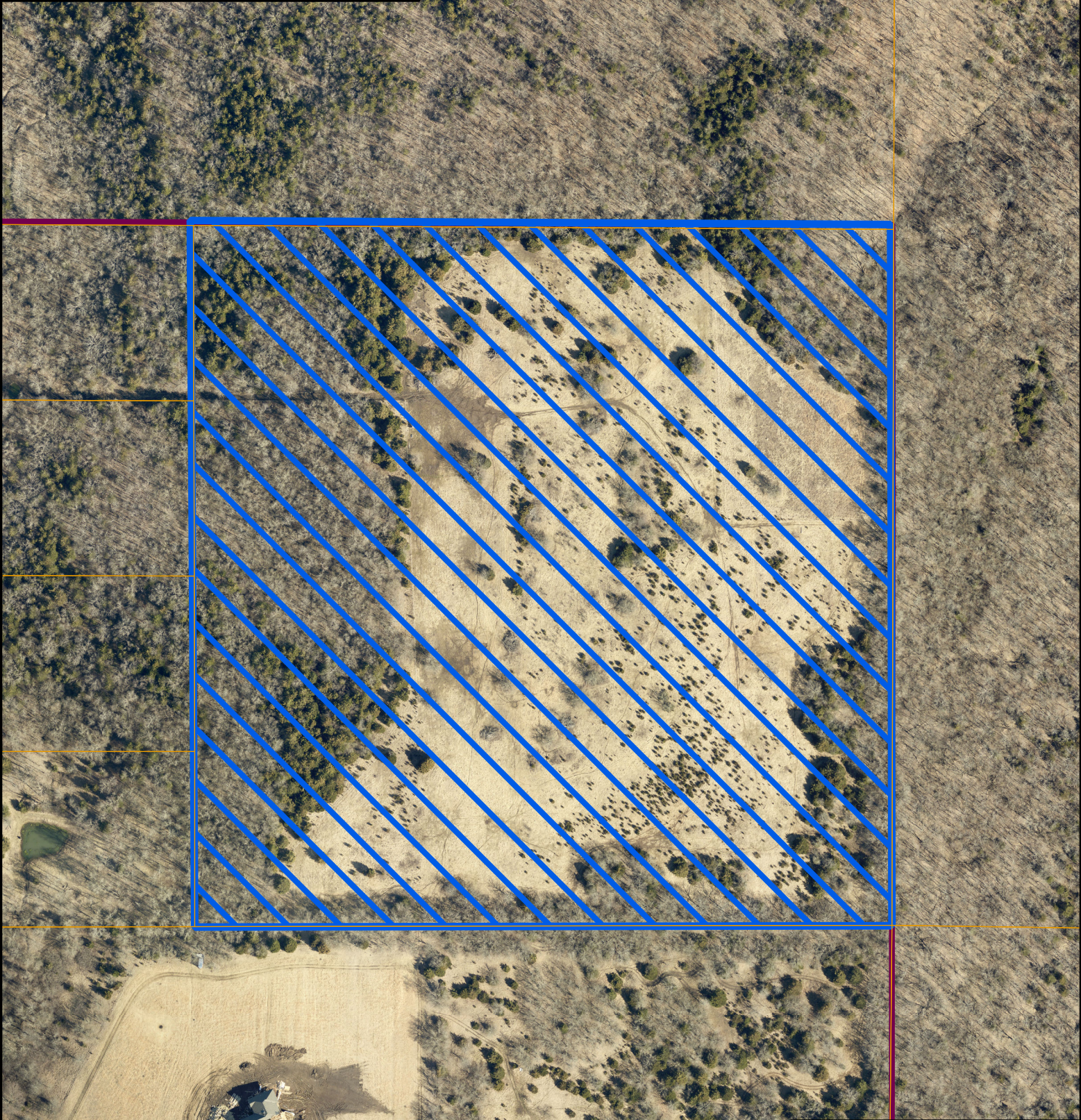
My Appointment expires: 11/15/2022



**BWB CEDAR CREEK, LLC
ANNEXATION PROPERTY**

Exhibit B

Attachment B



0 125 250 500 Feet



Parcels



Annexation Area

DISCLAIMER
The City of Olathe makes no representations of any kind, including but not limited to warranties of merchantability or fitness for any particular purpose or use, nor are any such warranties to be implied with respect to the info, data, or service furnished herein. Map Created: 07/24/2019

ORDINANCE NO. 19-43

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF OLATHE, KANSAS, IN CONFORMITY WITH THE PROVISIONS OF K.S.A. 12-520(a)(7), AND AMENDMENTS THERETO.

WHEREAS, the Governing Body of the City of Olathe, Kansas, has received a petition from the owners of the following described real property requesting that such property be annexed to the City of Olathe, Kansas (ANX19-0002):

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 13, RANGE 22, JOHNSON COUNTY, KANSAS, SUBJECT TO THAT PART IN ROADS.

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

SECTION ONE: Pursuant to K.S.A. 12-520(a)(7), the Governing Body of the City of Olathe, Kansas, deems it advisable to annex the following land, to-wit:

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 13, RANGE 22, JOHNSON COUNTY, KANSAS, SUBJECT TO THAT PART IN ROADS;

including any and all adjacent right-of-way,

and that said land is hereby annexed and made a part of the City of Olathe, Kansas.

SECTION TWO: That the City of Olathe, Kansas, recognizes that the above-described property is within the boundaries of the Northwest Consolidated Fire District, Johnson County, Kansas, and that for purposes of fire protection, the City of Olathe, Kansas, hereby agrees that upon annexation and detachment from the Fire District in accordance with applicable law, the property shall be the sole and complete responsibility of the City of Olathe, Kansas.

SECTION THREE: The City Clerk shall file a certified copy of this Ordinance with the County Clerk, the Department of Records and Tax Administration, and the Election Commissioner of Johnson County, Kansas.

SECTION FOUR: That 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 6th day of August, 2019.

SIGNED by the Mayor this 6th day of August, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance No. 19-44 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc.

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-44 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc

SUMMARY:

The City has received a \$30,000,000 health facilities revenue bond application from Olathe Medical Center, Inc. (OMC) (Attachment A). The bonds will be issued to fund various projects at OMC facilities.

It is intended that the interest on the bonds be exempt from federal and state income taxation.

A TEFRA (Tax Equity and Fiscal Responsibility) hearing was held July 25th.

Attached is the Ordinance (Attachment B) prepared by Gilmore & Bell, P.C. the City's bond counsel, authorizing the issuance of the bonds and the execution of the lease agreement and the other documents related to the issuance of the bonds.

FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by OMC.

ACTION NEEDED:

Approve Ordinance No. 19-44

ATTACHMENT(S):

Attachment A. Application

Attachment B: Ordinance No. 19-44



CITY OF OLATHE, KANSAS
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
Existing Olathe Business

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 part of this application. Application must be submitted within sufficient time to meet procedural requirements of the abatement policy, (refer to the tax abatement calendar).

A non-refundable \$1,000 application / filing fee must accompany this application. If bonds are issued, the City will require an issuance fee of .25% of the first \$10 million of bonds issued and .1% of the amount of bonds issued in excess thereof (which amount shall not be less than \$1,500 and not more than \$100,000). 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. 06-1177 and contact Bond Council for a more detailed explanation of the fees.

Olathe Medical Center, Inc.

Applicant's Name

20333 West 151st Street, Olathe, Kansas 66061

Applicants Address

(913) 791-4200

Telephone Number

Tierney L. Grasser, Chief Financial Officer

**Name and Title of Responsible Officer/Contact
Number**

(913) 791-4461

Telephone

Jason Hannagan

Attorney for Applicant

20333 West 151st Street, Olathe, Kansas 66061

Attorney's Address

913.791.3559

Telephone Number

Bank of America, N.A.

Bond Purchaser

(314) 898-9413

Telephone Number

Piper Jaffray & Co.

Placement Agent

(913) 345-3370

Telephone Number

Scott Waller, Gilmore & Bell, P.C.

Bond Counsel for Applicant

2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

Bond Counsel's Address

(816) 218-7591

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, a copy of the most recent Form 10-K and the applicant's most recent annual report to shareholders.

A. In what line or lines of business is the applicant engaged? _____
Health Care, i.e., Acute Care Hospital

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)? _____

- C. Year and State of incorporation 1948 in the State of 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 – Not for Profit Hospital
- D. List the names and titles of the officers of the applicant firm: _____
Stan Holm – President/CEO
Tierney L. Grasser – Chief Financial Officer
Jeff Dossett – Chief Operating Officer
- E. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant firm (or its parent) 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. BKD, LLP - Audit Reports are available upon request.
- F. Have the applicant's credit instruments been rated by a rating service? Yes
Indicate name of rating service and types of instruments. Attach most recent copy of credit rating report. The Corporation maintains an "A+" S&P Global Ratings underlying rating last affirmed by S&P in the attached report dated June 8, 2018.
- G. Describe all outstanding or threatened litigation: The nature of the applicant's business generates claims and litigation against the applicant arising in the ordinary course of its activities. At any given time, the applicant may have lawsuits pending against it, based on alleged medical malpractice. The applicant retains special counsel to defend its interest in such suits. The applicant is presently not a party to any pending litigation and management knows of no claims made against the applicant which, if asserted, would not be covered by insurance.

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.

- A. Approximate amount requested for:
Plan of finance for the purposes of (1) paying for all or a portion of the costs related to the acquisition, construction, improvement, extension, repair, equipping and furnishing of certain health facilities and related facilities, including without limitation, Olathe Medical Center projects, including surgery, pharmacy, catheterization laboratory, and 5th floor projects and miscellaneous capital improvements (approximately \$35 million), medical office building project at Olathe Medical Park (approximately \$5 million), and Gardner, Kansas clinic project (approximately \$4.5 million) (collectively, the "Projects"), and (2) paying expenses incurred in connection with the issuance of the Bonds (in an amount expected not to exceed 2% of the proceeds of the Bonds), all for the benefit of Olathe Medical Center, Inc., Olathe Health Physicians, Inc., Miami County Medical Center, Inc., and Olathe Health System, Inc., each a Kansas not-for-profit corporation.
- B. Does the applicant or its parent presently have offices or industrial facilities located in Olathe, Kansas? If so, describe. Yes, Olathe Medical Center is a 300 licensed bed acute care hospital and owns related medical office buildings. Olathe Health Physicians, Inc. also owns several clinics in the Olathe Area.
- C. Where is the location of the project? Olathe Medical Park campus, the principal address for which is 20333 West 151st Street, Olathe, Kansas, and which is approximately located at 151st street, Lone Elm Road and Interstate 35 in Olathe, Kansas and (ii) 29475 W. 189th Terrace, Gardner Kansas

- 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: N/A
- E. Describe the type of building to be constructed and type of machinery and equipment to be financed? Please see project description above.
- F. Will the applicant be in direct competition with other local firms? Yes If so name the firms: Other health care systems (hospitals, physicians and free standing healthcare centers). Describe the nature of the competition: health care systems and providers
- G. Are adequate public streets and utilities available to the proposed site? Yes
- H. Specify if unusual demands for water and sewer will be made? N/A
- I. Does the applicant plan to use the City of Olathe solid waste service? If not, please identify special solid waste requirements or arrangements already made. No - Deffenbaugh
- J. What percentage of usable floor space will be occupied by applicant? 100%
What percentage will be occupied by other occupants? 0%
Indicate each occupant, if known. N/A
- K. Name and address of construction contractor and/or architect: N/A.
- L. How many persons will be employed at the project? 1,789 now employed at main facility.
Will this project represent an increase in employment opportunities in Olathe, Kansas? No
Please complete Appendix I if your company currently has operations in the KC Metro area.
Not Applicable – No abatement requested.
- M. Briefly describe the approximate numbers of persons to be employed at the project at all levels (management, office, skilled and unskilled, for example): See attached 2018 EEOC Report, Section D – Employment Data
- N. What dollar amount, and percentage of the applicant's total projected annual sales for the next 10 years, is expected to be generated by the project? N/A
- O. What percentage of sales will be sold locally? N/A Is this percentage increasing, decreasing, or remaining stable from the current trend? _____
- P. What is the estimated annual amount of merchandise and services purchased locally by the applicant? various medical supplies and services
- Q. Is there likelihood for expansion of the proposed facility within 3 years? Yes If such expansion is contemplated, please describe? Expanded hospital facilities or additional clinics.
- R. Has or will an environmental audit be performed for the site? No

III. FINANCING

- A. Will the applicant pledge any assets other than the project itself to secure the bonds? If so, what?
Secured on a parity with prior bonds issued by the City for the benefit of the hospital.
- B. Will a bond and interest reserve be provided for? No State amount and source of funding. Past issues have not had a funded debt service reserve fund.

- C. What portion of the project will be financed from funds other than bond proceeds? 30% estimated
What is the source of such funds? equity investment of applicant and its affiliates
- D. What will be the applicant's equity investment? Describe N/A
- 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:
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2017B
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2017A
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2014B
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2014A
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2012C
City of Olathe, Kansas Health Facilities Revenue Bonds (Olathe Medical Center) Series 2012A
- G. Has a bond underwriter determined whether or not the bonds are marketable? If so, describe its determination and attach statement. The Series 2019 Bonds will be issued as a private placement with the purchaser named herein and are not expected to be rated or remarketed.
- H. Have arrangements been made for the marketing of the bonds? N/A Describe interest rate structure and term of bonds. Fixed Rate Bonds (subject to adjustment) issued under a private placement with purchaser named herein.
- I. Indicate whether bonds will be publicly or privately placed. Privately
- 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?
No
- L. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent. Scott Mathews, UMB Bank, N.A., 1010 Grand Boulevard, Fourth Floor, Kansas City, Missouri 64106
- M. Proposed date of issuing the bonds. On or around August 2, 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. N/A***

IV. FINANCIAL PLAN

Attach, as part of this application, **projected proforma statements** for the first ten (10) years of operations which include revenue projections, operating expense projections, and debt amortization schedule. N/A

V. TAXES

No abatement is requested. The Hospital is exempt under K.S.A. 79-201(b) First.

- A. What is the requested tax abatement term in years? N/A Percentage requested N/A %
- B. 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. N/A

VI. CERTIFICATION OF APPLICANT

It is agreed that the applicant will be responsible for any legal fees incurred by the city relating to this application.

It is understood that a performance agreement shall be required as set forth in the city's tax abatement policy. I hereby swear that the foregoing and attached information dated this ____ day of _____ 2019, is true and correct to the 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 matter.

APPLICANT:

OLATHE MEDICAL CENTER, INC.

Signed: 
By: Tierney L. Grasser
Title of Responsible Officer: Chief Financial Officer

N/A

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 A and B of Appendix I is essential in order for the city to meet this requirement.

Not Applicable.

A. Current number of employees at 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

** To be completed by firms with current operations in the Kansas City Metropolitan area.*

(Summary on last page of this document
to be published in *The Gardner News* on Wednesday, August 14, 2019)

ORDINANCE NO. 19-44

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF OLATHE, KANSAS OF HEALTH FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, THE AGGREGATE PRINCIPAL AMOUNT OF ALL SERIES NOT TO EXCEED \$30,000,000, TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT, EQUIP AND FURNISH PROJECTS FOR OLATHE MEDICAL CENTER, INC. AND ITS AFFILIATES, AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS

WHEREAS, the City of Olathe, Kansas (the “City”) is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (collectively, the “Act”), to issue revenue bonds, the proceeds of which shall be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes and to enter into leases or lease-purchase agreements with any person, firm or corporation for such facilities; and

WHEREAS, pursuant to the Act, the City proposes to issue its health facilities revenue bonds in one or more series (the “Bonds”), the aggregate principal amount of all series not to exceed \$30,000,000 as part of a plan of finance for the purposes of (1) paying for all or a portion of the costs related to the acquisition, construction, improvement, extension, repair, equipping and furnishing of certain health facilities and related facilities, including without limitation, Olathe Medical Center projects, including surgery, pharmacy, catheterization laboratory, and 5th floor projects, and miscellaneous capital improvements, medical office building project at Olathe Medical Park, and Gardner, Kansas clinic project (collectively, the “Projects”) for the benefit of Olathe Medical Center, Inc. (the “Corporation”) and its affiliates, including Olathe Health System, Inc., Olathe Health Physicians, Inc. (“OHPI”) and Miami County Medical Center, Inc., and (2) and paying certain costs of issuance, all as further described in the hereinafter referred to Bond Indenture and Lease Agreement; and

WHEREAS, the Bonds will be issued under one or more Bond Trust Indentures (the “Bond Indenture”), by and between the City and UMB Bank, N.A., as Bond Trustee (the “Bond Trustee”); and

WHEREAS, simultaneously with the execution and delivery of the Bond Indenture, the City will enter into one or more Lease Agreements (the “Lease Agreement”), between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will sublease the Projects to the Corporation and the Corporation will agree to pay Basic Lease Payments (as defined in the Bond Indenture) sufficient to pay the principal of and premium, if any, and interest on the Bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City execute and deliver certain documents and that the City take certain other actions as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS AS FOLLOWS:

Section 1. Findings and Determinations. The City hereby makes the following findings and determinations with respect to the Corporation and the Bonds to be issued by the City, based upon representations made to the City:

- (a) The Corporation has properly requested the City's assistance in financing, refinancing and reimbursing the costs of the Projects;
- (b) The issuance of the Bonds for the purposes described herein is in furtherance of the public purposes set forth in the Act; and
- (c) The Bonds are being issued for a valid purpose under and in accordance with the provisions of the Act.

Section 2. Authorization of the Bonds. The City is hereby authorized to issue the Bonds in one or more series, the aggregate principal amount of all series of the Bonds not to exceed \$30,000,000, which shall be issued under and secured by and shall have the terms and provisions set forth in the Bond Indenture. The Bonds shall bear interest at fixed interest rates or adjustable interest rates with an initial interest rate not to exceed 4.00% per annum, and shall mature in principal installments with a final maturity date in a year not later than the year 2049, and shall have such redemption provisions, including premiums, optional or mandatory purchase terms and other terms as set forth in the Bond Indenture. The final terms shall be specified in the Bond Indenture upon the execution thereof, and the signatures of the officers of the City executing such Bond Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

Section 3. Limited Obligations. The Bonds shall be limited obligations of the City payable solely from the sources and in the manner as provided in the Bond Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Bond Indenture) to the Bond Trustee and in favor of the owners of the Bonds, as provided in the Bond Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the "State") or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or any charge upon its general credit or against its taxing power.

Section 4. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to the City (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents (the "City Documents") with such changes therein (including the dated date thereof) as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof:

- (a) One or more Bond Indentures providing for the issuance thereunder of the Bonds and setting forth the terms and provisions applicable to the Bonds, including a pledge and assignment by the City of the Trust Estate to the Bond Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Bond Indenture;

(b) One or more Base Lease Agreements under which the Corporation and OHPI will lease to the City the property financed and refinanced with the proceeds of the Bonds in consideration of the City's deposit of the proceeds of the Bonds into the funds described in the Bond Indenture;

(c) One or more Lease Agreements under which the City will make the proceeds of the Bonds available to the Corporation for the purposes herein described in consideration of payments which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds; and

(d) One or more Tax Compliance Agreements among the City, the Corporation and the Bond Trustee, pursuant to which the requirements relating to the federal tax status of the Bonds are set forth.

If there are multiple series of Bonds, the City authorizes separate City Documents for each series of Bonds as may be deemed necessary by Bond Counsel so long as each set of City Documents for each series of Bonds are in substantially the same form as the forms presented to and reviewed by the City at this meeting, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

Section 5. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds by manual or facsimile signature and to deliver the Bonds to the Bond Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor of the City is hereby authorized and directed to execute and deliver the City Documents for and on behalf of and as the act and deed of the City. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest, by manual or facsimile signature, to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Further Authority. In connection with the issuance of the Bonds and at any time while the Bonds are outstanding, the City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates, notice and instruments, including, without limitation, any purchase contract, credit enhancement and security documents, arbitrage certificate, redemption and defeasance notices, closing certificates and tax forms, as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 7. Effective Date. This Ordinance shall take effect and be in full force immediately upon its adoption by the Governing Body of the City and publication in the official newspaper of the City.

PASSED by the Governing Body of the City of Olathe, Kansas this 6th day of August, 2019.

Michael E. Copeland
Mayor

[SEAL]

ATTEST:

Emily K. Vincent
City Clerk

SUMMARY OF ORDINANCE NO. 19-44

On August 6, 2019, the Governing Body of the City of Olathe, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF OLATHE, KANSAS OF HEALTH FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, THE AGGREGATE PRINCIPAL AMOUNT OF ALL SERIES NOT TO EXCEED \$30,000,000, TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT, EQUIP AND FURNISH PROJECTS FOR OLATHE MEDICAL CENTER, INC. AND ITS AFFILIATES, AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS

The bonds approved by the Ordinance are being issued in an aggregate principal amount not to exceed \$30,000,000, as part of a plan of finance for the purposes of (1) paying for all or a portion of the costs related to the acquisition, construction, improvement, extension, repair, equipping and furnishing of certain health facilities and related facilities, including without limitation, Olathe Medical Center projects, including surgery, pharmacy, catheterization laboratory, and 5th floor projects, and miscellaneous capital improvements, medical office building project at Olathe Medical Park, and Gardner, Kansas clinic project (collectively, the “Projects”) for the benefit of Olathe Medical Center, Inc. and its affiliates, including Olathe Health System, Inc., Olathe Health Physicians, Inc. and Miami County Medical Center, Inc., and (2) and paying certain costs of issuance of the bonds. The bonds shall be limited obligations of the City payable from lease payments to be made by the Corporation in amounts sufficient to pay the principal of and premium, if any, and interest on the bonds. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the “State”) or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and the Bond Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 East Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notices>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: August 6, 2019

Ronald R. Shaver
City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and David Bryant.

SUBJECT: Consideration of Ordinance No. 19-45 levying assessments to collect city expenditures for weed mowing and debris removal

ITEM DESCRIPTION:

Consideration of Ordinance No. 19-45 levying assessments to collect city expenditures for weed mowing and debris removal

SUMMARY:

On June 18, 2019, the Council approved Resolution No. 19-1045 calling for a public hearing to levy assessments against properties for weed mowing and/or debris removal. A public hearing concerning this matter was held on July 16, 2019. The city has provided the services needed for the maintenance of these properties. The owners have been sent invoices and the accounts have not been paid

FINANCIAL IMPACT:

In accordance with Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code, the assessment ordinance will collect expenses for property maintenance totaling \$54,551.76.

ACTION NEEDED:

A motion to pass Ordinance No. 19-45 levying the assessments would be in order.

ATTACHMENT(S):

- A. Assessment Ordinance No. 19-45

ORDINANCE NO. 19- 45

AN ORDINANCE LEVYING ASSESSMENTS AGAINST LOTS, PIECES, AND PARCELS OF LAND LOCATED IN THE CITY OF OLATHE, KANSAS TO COLLECT UNPAID CITY EXPENDITURES FOR THE MOWING OF WEEDS AND REMOVAL OF DEBRIS.

WHEREAS, the City of Olathe, Kansas, pursuant to Chapters 6.06.060 through 6.06.120 and 6.09.050 through 6.09.110 of the Olathe Municipal Code, did cause debris to be removed and/or weeds to be mowed on the property below; and

WHEREAS, statements of cost for the removal of debris and/or mowing of weeds were sent to property owners; and

WHEREAS, said property owners have failed to pay such statements within thirty (30) days after such statements were sent; and

WHEREAS, Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code authorize the city to levy a special service assessment upon the lots, pieces and parcels of property upon which said debris was removed and/or said weeds were mowed in order to collect the costs and expenses incurred by the city.

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

SECTION ONE: Special service assessments to pay the costs incurred by the city in mowing weeds and/or moving debris are hereby levied on the following described lots, pieces, and parcels of land:

OWNER	LEGAL DESCRIPTION	COST
ABP FUNDING LLC 11040 OAKMONT OVERLAND PARK, KS 66210	DF231312-2001 12-13-23 SW1/4 EX BG SW CR N 1/2 SW1/4 N 1299.31' E 2651.95' S 1312.6' W 2655.83' EX 10.06 AC EX .1779 AC EX .1211 AC EX .22 AC IN ST & EX 4 TRS PLATTED 18.48453 AC 15.26331 AC 4.80 AC & 16.15217 AC & EX 1.946 AC IN ST 12.77499 ACS M/L	\$500.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DF231323-4013 23-13-23 PT N 1/2 SE 1/4 SELY OF A LINE BEG 730' N SE COR N 1/2 SE 1/4 SWLY ON ST/L 1056.3' TO PT ON S/L N 1/2 SE 1/4 773.8' W SE COR 3.9 ACRES M/L OLC-0162 0001	\$375.00

WESTAR ENERGY INC 818 KANSAS TOPEKA, KS 66601	DF231324-2008 24-13-23 BG SE CR SW1/4 W 420'X N 230' EX .19 AC & EX .0436 AC 1.9864 ACS M/L OLC 173 1	\$125.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DF231324-2009 24-13-23 4/10 A NW COR SW 1/4 .40 ACRE OLC- 0175	\$375.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DF231325-4029 25-13-23 100' WIDE STRIP ACROSS SE 1/4 SE 1/4 EX S 5' 3.8 ACS M/L OLC 193 4	\$375.00
LIGHT, ROBERT 29025 W 95TH DE SOTO, KS 66018	DF231332-2021 32-13-23 W 1/2 SW1/4 EX 1.925 AC EX 4 AC EX 4 AC EX .75 AC EX .075 AC EX 1.458 AC EX .469 AC IN ST EX .778 AC IN ST & EX 38.24248 AC PLATTED 28.30252 ACS M/L OLC 274 5	\$250.00
FOR THE FINEST CONSTRUCTION PO BOX 3720 OLATHE, KS 66063	DF231335-4019 35-13-23 PT SE1/4 N 200' BLK 10 BELMONT (VAC PLAT) EX .787 AC & EX .068 AC .407 ACS M/L	\$156.25
WEDGE, RICHARD PO BOX 127 KETCHUM, OK 74349	DF231336-1002 36-13-23 BG CTR/L CEDAR ST 305' E W/L SW1/4 NW1/4 E 240.45' TO CRK NLY 60' NE 107'NW 100' NE 50.1' TO N/L SW1/4 NW1/4 W 195.4' S 297' TO BG 1.79 ACS EX S 25' IN ST OLC- 0343	\$250.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DF231336-2022 36-13-23 ALL RR RWY THRU SW1/4 OLC 370	\$375.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DF231336-3010 36-13-23 RR RTWY IN NE 1/4 EX N 10' & EX .13 AC OLC	\$375.00

JONES, LOREN JONES, CHRISTINA 16474 W 158TH TER OLATHE, KS 66062	DP00390000 0018 ARLINGTON PARK FIRST PLAT LT 18 OLC 680 18	\$437.50
TESMER, SHAWN TESMER, DUPREE R 2116 E ARROWHEAD CIR OLATHE, KS 66062	DP00500004 0015 ARROWHEAD LT 15 BLK 4 OLC 670 5 4 15	\$187.50
ENOCHS, DARREN 900 S DIANE OLATHE, KS 66061	DP00500007 0008 ARROWHEAD LT 8 BLK 7 OLC 670 5 7 8	\$125.00
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0001 ASBURY CENTRE LT 1 OLC 469 1	\$2187.50
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0002 ASBURY CENTRE LT 2 OLC 469 2	\$1375.00
JACOBSON-CAMPBELL 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0T0A ASBURY CENTRE TRACT A OLC 469 A	\$1437.50
JOHN, DEREK 10423 W 56TH SHAWNEE, KS 66203	DP01000001 0005 AVALON LOT 5 BLK 1 OLC-3432	\$187.50
JOHN, DEREK 10423 W 56TH SHAWNEE, KS 66203	DP01000001 0006 AVALON LOT 6 BLK 1 OLC-3433	\$250.00
SANDERS, NEAL R 15907 W 150TH ST OLATHE, KS 66062	DP02700000 0119 BELLA VISTA LT 119 OLC 658 1 119	\$437.50
BRITTANY DEV 12553 S HAGAN LN OLATHE, KS 66062	DP05400000 0T0A BRITTANY PLACE TRACT A OLC 375 1A TA	\$2250.00
BRANSON, KATHY 1141 E YESTERYEAR ST OLATHE, KS 66062	DP05500000 0119 BRITTANY YESTERYEAR 3RD PLAT LT 119 OLC 166 2 119	\$242.50
MITTAL, NEERAJ 2020 20TH ST SANTA MONICA, CA 90404	DP05500000 0120 BRITTANY YESTERYEAR 3RD PLAT LT 120 OLC 166 2 120	\$234.00
BROWN, JENNIFER 14140 S CONSTANCE CT OLATHE, KS 66062	DP06500000 0046 BROOKFIELD LT 46 OLC 198 46	\$135.00

MCDANIEL, MICHAEL 15220 W 152ND CIR OLATHE, KS 66062	DP06800006 0010 BROUGHAM VILLAGE LT 10 & SE 6.22' LT 11 BLK 6 OLC 683A 6 10	\$125.00
PALACIOS, KATHY 814 E PARK ST OLATHE, KS 66061	DP10000011 0007B BURRIS & OCHELTREES ADDITION E 90' LT 7 EX N 45' & E 90' LT8 BLK 11 OLC 2368	\$125.00
HARDER, ARTHUR 412 S MAHAFFIE ST OLATHE, KS 66061	DP10000015 0002 BURRIS & OCHELTREES ADDITION LT 2 BLK 15 OLC 2421	\$125.00
FORD, TIM 901 E PARK ST OLATHE, KS 66061	DP10000019 0005C BURRIS & OCHELTREES ADDITION W 53' LT 5 BLK 19 OLC 2469A	\$125.00
MACLACHLAN, D 629 W OAK ST OLATHE, KS 66061	DP14000002 0004 COLLIVER ADDITION ALL LT 4 & W 2' LT 5 BLK 2 OLC 4293	\$395.00
NABI, MAHMUDUN 12916 S RAINTREE DR OLATHE, KS 66062	DP18500000 0198 DEVONSHIRE PHASE II LT 198 OLC 615 6 198	\$187.50
CREEK, LINDSEY 804 S TROOST ST OLATHE, KS 66061	DP22000001 0002 EDGEMERE AN ADDITION TO THE CITY OF OLATHE LT 2 BLK 1 OLC 4458	\$375.00
STANFIELD, DAVID STANFIELD, ELAINE 1155 W DENNIS AVE OLATHE, KS 66061	DP23500001 0014 ELSTON PARK LT 14 BLK 1 BG NE CR S 180' W 182' N 69.61' TO SE/L LT 13 NE 44.62' N ALG E/L79.09' TO NE CR LT 13 E 150' TO BG OLC 301 1 1 14	\$125.00
DELICH, W.E. DELICH, MARY JO 15311 W 144TH TER OLATHE, KS 66062	DP23650000 0054 ESTATES OF ASHTON 2ND PLAT LT 54 OLC 654 54	\$125.00
MARTINEZ, DANIEL 508 N IOWA ST OLATHE, KS 66061	DP24000000 0016 FAIRVIEW LOT 16 OLC- 3776	\$40.00

NONHAVETH, TOM 316 N LOGAN ST OLATHE, KS 66061	DP24000000 0143 FAIRVIEW LT 143 EX S 27' & S 37' LT 144 OLC 3906	\$125.00
MILLS, JAMES 420 N LOGAN ST OLATHE, KS 66061	DP24000000 0151A FAIRVIEW N 20' OF LOT 151 & S 40' OF LOT 152 OLC 3915 1	\$125.00
DONAHUE, JOE PO BOX 3720 OLATHE, KS 66063-3720	DP24000000 0196 FAIRVIEW LT 196 EX N 81.48' OLC 3946	\$250.00
WILLIAMSON, ANDY 723 YOEKE TONGANOXIE, KS 66086	DP24000000 0196 FAIRVIEW LT 196 EX N 81.48' OLC 3946	\$125.00
FORD, TIM 901 E PARK ST OLATHE, KS 66061	DP24000000 0224 FAIRVIEW W 150.75' LT 224 OLC 722	\$125.00
MEL LATORRE PROPERTIES I, LLC C/O BEV RAINWATER 706 W CEDAR ST OLATHE, KS 66061	DP24100000 0001 FAIRVIEW HILLS LOT 1 OLC-0733 0001	\$20.00
RODRIGUEZ, ALFREDO 9400 BRADSHAW ST LENEXA, KS 66215	DP27000000 0008 FREDRICKSON'S ADDITION LT 8 OLC 4234	\$217.50
SRE HOLDINGS LLC 21088 W 114TH TER OLATHE, KS 66061	DP28000003 0010 GAS LIGHT ACRES LOT 10 BLK 3 OLC-0622B0003 0010	\$125.00
SRE HOLDINGS LLC 21088 W 114TH TER OLATHE, KS 66061	DP28000004 0011 GAS LIGHT ACRES LT 11 EX W .2' & W .4' LT 12 BLK 4 OLC 622B 4 11	\$250.00
TIN MAN PROPERTIES KANSAS PO BOX 874 OLATHE, KS 66051	DP28000005 0005 GAS LIGHT ACRES LOT 5 BLK 5 OLC-0622B0005 0005	\$125.00
LAUBINGER, DWAYNE 1006 W VIRGINIA LN OLATHE, KS 66061	DP29000000 000A GOVERNORS COURT NORTH CERT OF SURVEY OF PT LT 1 AS REC IN BK1074 P 727 TRACT A OLC 301 1A 1C A	\$187.50

FOR THE FINEST CONSTRUCTION PO BOX 3720 OLATHE, KS 66063	DP30000003 0004 HAVENCROFT LOT 4 BLK 3 OLC	\$470.71
DONAHUE, ASHLEY PO BOX 3720 OLATHE, KS 66063	DP30000003 0004 HAVENCROFT LOT 4 BLK 3 OLC	\$375.00
FOR THE FINEST CONSTRUCTION PO BOX 3720 OLATHE, KS 66063	DP30000003 0014 HAVENCROFT LOT 14 BLK 3 OLC-	\$437.50
HESLIP, ANTONY 1425 E SHERIDAN ST OLATHE, KS 66062	DP30000006 0003B HAVENCROFT NWLY 47.5' LT 3 BLK6 OLC 638 3B	\$125.00
CLIFTON, SHARON L TRUST 1581 AMERIPRISE FINANCIAL CTR MINNEAPOLIS, MN 55474	DP30000014 0006 HAVENCROFT LT 6 BLK 14 BG NE CR S 42.45' W 120' TO W/L N 42.45' E 120' TO POB OLC 634 14 6	\$125.00
STOECKLE, L 16621 W 145TH TER OLATHE, KS 66062	DP30000042 0008 HAVENCROFT LT 8 BLK 42 OLC 663 4 42 8	\$187.50
PRIETO, VICTOR 16645 W 147TH ST OLATHE, KS 66062	DP30000046 0002 HAVENCROFT LT 2 BLK 46 OLC 663 4 46 2	\$2416.25
JENSEN, MARILYN C/O FRED JENSEN 6401 W 138TH TER 915 OVERLAND PARK, KS 66223	DP31100002 0006C HAYES' ADDITION TO OLATHE (NORTH OF LOULA) BG 90.5' W NELT 6 BLK 2 S 250' X W 43' OLC 2166A	\$375.00
MCCURLEY, LARRY 1037 E DOVER CIR OLATHE, KS 66061	DP36300000 0010 HUNTINGTON HEIGHTS LT 10 OLC 194 4 10	\$125.00
STEPHENS, EDWARD 1025 E DOVER CIR OLATHE, KS 66061	DP36300000 0019 HUNTINGTON HEIGHTS LT 19 OLC 194 4 19	\$312.50
HIATT, JUNELLA PO BOX 2719 OLATHE, KS 66063	DP36300000 0023 HUNTINGTON HEIGHTS LT 23 OLC 194 4 23	\$112.50

YU, XIAOQIANG ZHAN, WENYAN 6700 HIGH DR MISSION HILLS, KS 66208	DP38500000 0037 LAKEHURST LT 37 OLC 364 1 37	\$312.50
AMES, BRIAN 731 S HAMILTON ST OLATHE, KS 66061	DP39000000 0007B LAKE SIDE ACRES E 150' LT 7 EX S 75' OLC 358 7 1	\$125.00
SCHOCK, LOUISE 735 S HAMILTON ST OLATHE, KS 66061	DP39000000 0007C LAKE SIDE ACRES S 75' E 150' LT 7 OLC 358 7 2	\$1037.26
KILE, KELLY KILE, PATRICIA 1037 E HUNTINGTON PL OLATHE, KS 66061	DP39000000 0012C LAKE SIDE ACRES PT LT 12 BG 34.98' S NW CR S 40.02' E 260.40' N 41' W 260.96' TO POB	\$125.00
AZAZ FAMILY INVESTMENTS 8826 SANTA FE OVERLAND PARK, KS 66212	DP39000000 0020A LAKE SIDE ACRES LT 20 EX E 150' & EX BG 150' W NE CR W 88' X S 125' & EX BG SW CR E 125' X N 76' OLC 358 20	\$1012.50
MCDONALDS CORPORATION 15920 W 87TH ST LENEXA, KS 66219	DP39800000 0001 LARSON'S PLAZA LT ONE OLC 600 1 1	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0013 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 13 OLC 246C 13	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0015 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 15 OLC 246C 15	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0016 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 16 OLC 246C 16	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0017 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 17 OLC 246C 17	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0018 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 18 OLC 246C 18	\$250.00

LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0019 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 19 OLC 246C 19	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0020 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 20 OLC 246C 20	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0021 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 21 OLC 246C 21	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0022 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 22 OLC 246C 22	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0023 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 23 OLC 246C 23	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0031 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 31 OLC 246C 31	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0032 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 32 OLC 246C 32	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0035 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 35 OLC 246C 35	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0038 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 38 OLC 246C 38	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0042 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 42 OLC 246C 42	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0044 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 44 OLC 246C 44	\$250.00

LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0045 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 45 OLC 246C 45	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0046 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 46 OLC 246C 46	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0049 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 49 OLC 246C 49	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0050 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 50 OLC 246C 50	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0051 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 51 OLC 246C 51	\$250.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0052 LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 52 OLC 246C 52	\$250.00
FOR THE FINEST CONSTRUCTION PO BOX 3720 OLATHE, KS 66063	DP47000000 0009 MILLBROOKE LOT 9 OLC- 0346 0009	\$718.78
FLORES-VILLEDA, VICTOR FLORES-MADRID, WENDY 900 S MONTCLAIRE DR OLATHE, KS 66061	DP47200000 0071 MONTCLAIR (MONTCLAIRE) LT 71 OLC 303 71	\$125.00
MERIDIAN TITLE COMPANY 64 E 6400 S SALT LAKE CITY, UT 84107	DP47500000 0001 MOORE BUSINESS PARK FIRST PLAT LT 1 EX BG NE CR S 46.19'NW 58.18' W 502.01' SW 166.50'& 51.57' TO E RTWY/L MOORE AVEN 65.52' TO NW CR LT 1 E 755.79' TO POB OLC 617 6 1	\$1000.00
CRANE, GARY 620 N WOODLAND RD OLATHE, KS 660061	DP48000000 0101 MULBERRY HILLS LOT 101 OLC-0182 0101	\$360.00

DIAZ, PATRICIA 402 W SANTA FE ST OLATHE, KS 66061	DP50000000 0001A NONEMAKER ADDITION S 2' LT 1 & LT 2 OLC 4455F 1A	\$125.00
CONSUEGRA, ALEXIS 12803 W 109TH ST OVERLAND PARK, KS 66210	DP50000000 0003 NONEMAKER ADDITION LOT 3 OLC-4455F0003	\$250.00
WILKINS, CHARLES 817 S GRANT ST OLATHE, KS 66061	DP50000000 0005 NONEMAKER ADDITION LOT 5 OLC-4455F0005	\$125.00
HUGGINS, ROGER HUGGINS, ELEANOR 617 N WATER ST OLATHE, KS 66061	DP52000002 0011 OLATHE LT 11 BLK 2 OLC 27	\$437.50
MUPR 3 ASSETS LLC 5001 PLAZA ON THE LAKE AUSTIN, TX 78746	DP52000009 0003C OLATHE N 85' W 34.5' LT 3 & N 85' LTS 4 & 5 BLK 9 OLC 158	\$765.00
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DP52000012 0002 OLATHE LTS 2 THRU 6 E 1/2 LT 7 ALL LT 10 W 50' LTS 11 12 1516 19 & 20 ALL LTS 13 14 17 18 & 21 THRU 26 & VAC ADJ ALLEYS BLK 12 OLC 222	\$375.00
GENESIS INV 2111 E SANTA FE ST 267 OLATHE, KS 66062	DP52000023 0007 OLATHE LT 7 BLK 23 & E 1/2 VAC ALLEY ADJ OLC 437	\$125.00
POPLAR STREET LLC 10850 WILSHIRE BLVD LOS ANGELES, CA 90024	DP52000026 0008 OLATHE ALL LTS 8 & 11 & E 1/2 VAC ALLEY ADJ & N 1/2 VAC ALLEY ADJ BLK 26 OLC 482 2 BOTA 06 5444 TX	\$507.00
LATORRE, W LATORRE INVESTMENTS LLC 14708 S MUR LEN RD OLATHE, KS 66062	DP52000038 0012 OLATHE LTS 11 & 12 BLK 38 OLC 831	\$125.00
AULD, BLAIR HAYES 306 W 1ST ST OPOLIS, KS 66760	DP52000038 0018 OLATHE LTS 18 & 21 BLK 38 OLC 837	\$125.00
AULD, BLAIR HAYES 306 W 1ST ST OPOLIS, KS 66760	DP52000038 0024 OLATHE LT 24 & W 25' LT 25 BLK 38 OLC 844	\$1219.83

MAECOMMON 250 E 96TH ST INDIANAPOLIS, IN 46240	DP53200000 0003A OLATHE COMMONS SECOND PLAT PT LT 3 LYG WITHIN ICMB CONT AREAOLC 103 2A 3A	\$125.00
444KSA VENTURES, LLC 444 S KANSAS AVE OLATHE, KS 66061	DP59000001 0006 PILCHER PLACE LTS 3 6 & 7 BLK 1 & W1/2 VAC ALLEY ADJ OLC 1925	\$2082.50
NORTH, JULIE 461 S CHERRY ST OLATHE, KS 66061	DP59000001 0009 PILCHER PLACE LT 9 BLK 1 & E1/2 VAC ALLEY ADJ OLC-1929	\$1701.45
JIMENEZ, MARIA 397 W JOHNSTON ST OLATHE, KS 66061	DP59300000 0010 PRAIRIE MEADOWS LT 10 OLC 207 1 10	\$187.50
HALL, RYAN 1000 S PITT ST OLATHE, KS 66061	DP60200000 0034 PROVENCE VILLAGE LOTS 34 & 35 OLC-0035	\$375.00
FRIEDLINE, JASON 11963 S MONROE ST OLATHE, KS 66061	DP60200000 0164 PROVENCE VILLAGE LOT 164 OLC-0164	\$555.00
WORCESTER INVESTMENTS 5133 NW KALIVAS DR RIVERSIDE, MO 64150	DP63000001 0005 RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE LT 5 BLK 1 OLC 2639 5	\$375.00
JOSEPH, KARLA 301 S CENTRAL ST OLATHE, KS 66061	DP6310000A 0002 RIDGEVIEW ADDITION NO. 2 TO THE CITY OF OLATHE KANSAS BLOCKS A, B, C AND D LT 2 BLK A OLC 2637 2	\$655.00
PORTILLO, ELIADIMIR 316 S CHESTER ST OLATHE, KS 66061	DP6320000G 0012 RIDGEVIEW ADDITION NO. 3 TO THE CITY OF OLATHE KANSAS LT 12 EX N 5.9' & N 5.9' LT 13 BLK G OLC 641B 29	\$125.00
KELSO, JERRY BARNES, BRENT A. 13810 W 131ST TER OLATHE, KS 66062	DP63400001 0027 RESURVEY AND REPLAT OF RIDGEVIEW ADDITION NO. 4 W 4' LT 26 & LT 27 BLK 1 OLC 637 27	\$375.00

A & J TOTAL SERVICES 1505 E STATE ROUTE 2 CLEVELAND, MO 64734	DP63500005 0006 RIDGEVIEW SOUTH LOT 6 BLK 5 OLC-0339 0066	\$250.00
WILDER, KARA 904 S HUNTER DR OLATHE, KS 66061	DP63500007 0008 RIDGEVIEW SOUTH LT 8 BLK 7 EX SE 8' OLC 339 97	\$125.00
CONYBEAR, DONALD 1121 W ELM ST OLATHE, KS 66061	DP65000000 0022 ROLLING RIDGE LOT 22 OLC-0299 0022	\$375.00
KROUT, KRISTINA 916 S VIRGINIA LN OLATHE, KS 66061	DP65100000 0220 ROLLING RIDGE SOUTH LOT 220 OLC-0301 0220	\$625.00
ROLLING RIDGE SOUTH HOMES C/O RICHARD ENOCHS 10100 SANTA FE DR STE 301 OVERLAND PARK, KS 66212	DP65100000 0254 ROLLING RIDGE SOUTH LOT 254 OLC-0301 0254	\$500.00
SAWYER, JAMES 702 E POPLAR ST OLATHE, KS 66061	DP68000004 0016 SANTA FE HEIGHTS LTS 16 & 17 BLK 4 EX W 59' OLC 3615	\$810.00
BECK EQUITIES 323 MOJAVE WEST ST LAKE QUIVIRA, KS 66217	DP68300000 0011 SAXONY LT 11 OLC 290 11	\$125.00
BECK EQUITIES 323 MOJAVE WEST ST LAKE QUIVIRA, KS 66217	DP68300000 0013 SAXONY LT 13 OLC 290 13	\$67.50
PRASAD, KRISHNA PRASAD, SAROJ 13904 STONEFIELD LN CLIFTON, VA 22024	DP68500003 0046 SCARBOROUGH LT 46 BLK 3 OLC 674 3 46	\$875.00
ATER, RONALD 588 W LOULA OLATHE, KS 66061	DP72000002 0008A STEPHENSON'S ADDITION TO OLATHE (STEVENSONS ADDITION) S 173' W 140' LT 8 BLK 2 OLC 3301	\$3405.97
RANGEL, ROAN 9627 GRANDVIEW ST OVERLAND PARK, KS 66212	DP72100002 0005C STEVENSONS SECOND ADDITION W 70' N 1/2 LT 5 & E 10' N 1/2 LT 6 BLK 2 OLC 3331A	\$125.00

JULIAN, SHANNON 11174 S AMINDA ST OLATHE, KS 66061	DP72960000 0151 SYMPHONY HILLS II LT 151 OLC 263 12 151	\$312.50
BNSF ATTN:DIVISION MANAGER 4515 KANSAS AVE KANSAS CITY, KS 66106	DP73000000 0232 TAFT PARK ALL VAC LOTS 232 THRU 248 EX LT 232 OLC 4797	\$375.00
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0007 THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 7 OLC 83 5 7	\$312.50
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0008 THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 8 OLC 83 5 8	\$1562.50
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0T0C THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT TRACT C EX BG NE CR LT 5 SUNNYBROOK W 267.51' NW 153.20' NE 64.19' SE 375.52' SE CUR LF 7' SE 47.60' TO POB OLC 83 5 C	\$187.50
VAUGHAN, BARBARA VAUGHAN, FREDDIE JOSEPH 12195 S TIMBERLANE BLVD OLATHE, KS 66061	DP74100000 0018 TIMBERLANE ACRES TRACTS 18 & 19 EX BG SE CR TRACT 18 NW 4.77' TO PT 30' W E/L NW1/4 24-13-25 N TO PT N/L TRACT 19 E 1.63' TO NE CR TRACT 19 S TO POB & VAC TIMBERLANE BLVD BG SE CR TRACT 17 W 65.66' N 75.72' NW CUR LF 130.83' TO W/L TRACT 18 SE 206.25' TO	\$312.50
PALACIOS, GONZALO 1200 E LOULA ST OLATHE, KS 66061	DP77000001 0017 WALDRON PLACE LOTS 17 & 18 BLK 1 OLC 2551	\$125.00
YARSULIK, STEPHEN 69 FELTON ST HUDSON, MA 01749	DP77000002 0001 WALDRON PLACE LT 1 & E 11.5' LT 2 BLK 2 & N 1/2 VAC ALLEY ADJ ON S OLC 2559 1	\$520.00

GILLIAM, SAMUEL GILLIAM, RENE 1093 SUNKEN MEADOW SPRING GROVE, VA 23881	DP77000003 0014 WALDRON PLACE LOT 14 BLK 3 OLC-2598	\$348.95
CALDERON, RAUL 1213 E LOULA ST OLATHE, KS 66061	DP77000006 0004 WALDRON PLACE ALL LT 4 & E 20'LT 5 & VAC ALLEY ADJ ON S BLK 6 OLC 2628	\$407.81
WOJIE, GASHAW 633 N IOWA ST OLATHE, KS 6661	DP79000008 0006A WOODSIDE BG 3' N & 38.25' E SW CR LT 6 BLK 8 NE 99.17' & 13.27' TO N/L E 35.88' TO NE CR S 87' W 105.95' TO POB	\$125.00
AVRM 5, LLC 5001 PLAZA ON THE LAKE AUSTIN, TX 78746	DP79000010 0006 WOODSIDE LOT 6 BLK 10 OLC-0208 0010 0006	\$250.00

SECTION TWO: Such assessments shall be certified by the City Clerk to the County Clerk of Johnson County, Kansas, and in the same manner as other taxes.

SECTION THREE: That this ordinance shall take effect and be in force from and after its passage and publication as provided by law.

ADOPTED by the Council this 6th day of August 2019.

SIGNED by the Mayor this 6th day of August 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver, Chris Grunewald, Daniel Yoza

SUBJECT: Consideration of Ordinance Nos. 19-46 and 19-47 amending Chapters 6.18 and 12.21 of the Olathe Municipal Code concerning certain fines and Ordinance No. 19-48 adding the offense of Operating a Vessel Under the Influence of Alcohol or Drugs to the Olathe Municipal Code.

ITEM DESCRIPTION:

Consideration of Ordinance Nos. 19-46 and 19-47 amending Chapters 6.18 and 12.21 of the Olathe Municipal Code concerning certain fines and Ordinance No. 19-48 adding the offense of Operating a Vessel Under the Influence of Alcohol or Drugs to the Olathe Municipal Code

SUMMARY:

This item was presented to the Council as a report on July 16, 2019. Staff has prepared three draft ordinances to help ensure that visitors to City parks, including the newly re-opened Lake Olathe, can have an enjoyable and safe experience. Two ordinances amend the Olathe Municipal Code (O.M.C.) to identify minor offenses better handled without a court appearance and instead with a scheduled fine established by the Municipal Judge. Staff from Parks & Recreation, Police, Municipal Court (including the Municipal Judge), and Legal (including the Prosecutor's Office and the City Attorney's Office) collaborated to identify those violations. Park Rangers will primarily enforce these violations in City parks. Ordinance 19-46 ([Attachment A](#)) makes excessive noise from a boat or in public lands a scheduled fine and clarifies that noise violations are classified as a public offense instead of a misdemeanor. Ordinance 19-47 ([Attachment B](#)) identifies fourteen (14) violations such as boating or fishing without a state license and violating posted park hours as scheduled fine offenses. [Attachment C](#) lists each scheduled fine violation with the proposed scheduled fine.

The third ordinance ([Attachment D](#)) adds new O.M.C. Section 9.12.195 to create a new offense of Operating a Vessel Under the Influence of Alcohol or Drugs. Currently, this exists only as a state offense, which cannot be prosecuted in the Olathe Municipal Court and would instead need to be referred to the Johnson County District Attorney. The proposed language uses the language from the state offense to create a city offense which would be prosecuted in the Olathe Municipal Court.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Adopt Ordinances 19-46 and 19-47 pertaining to certain fines and adopt Ordinance 19-48 adding the offense of Operating a Vessel Under the Influence of Alcohol or Drugs.

ATTACHMENT(S):

Attachment A: Ordinance 19-46 - Noise Fines and Enforcement

MEETING DATE: 8/6/2019

Attachment B: Ordinance 19-47 - Public Lands Fines

Attachment C: Summary of Scheduled Fine Violations

Attachment D: Ordinance 19-48 - Operating a Vessel Under the Influence of Alcohol or Drugs

ORDINANCE NO. 19-46

AN ORDINANCE AMENDING OLATHE MUNICIPAL CODE SECTIONS 6.18.090 AND 6.18.100 PERTAINING TO PENALTIES AND MANNER OF ENFORCEMENT FOR VIOLATIONS OF CHAPTER 6.18 AND REPEALING THE EXISTING SECTIONS.

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

SECTION ONE: Section 6.18.090 of the Olathe Municipal Code is hereby amended to read as follows:

“6.18.090. Compliance Required--Violation--Penalty.

(A) It is unlawful for any person, ~~corporation, association, partnership or individual~~ to fail to comply with any lawful orders issued pursuant to the provisions of this chapter.

(B) The judge of the municipal court shall in the manner prescribed by K.S.A. 12-4305 and amendments thereto establish a schedule of fines which includes a fine for a violation of Section 6.18.040(A)(2). Such fine shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation.

(C) Any person convicted of a violation of Section 6.18.040(A)(2) shall be guilty of a Unclassified Public Offense and shall be sentenced to pay a fine which shall be fixed by the court, not to exceed Five Hundred Dollars (\$500.00).

(D) Any person violating any ~~of the~~ provisions of this chapter, other than those listed in subsection (B), shall be deemed guilty of a ~~misdemeanor~~Unclassified Public Offense and upon conviction thereof shall be fined in an amount not ~~to exceed~~ing Five Hundred Dollars (\$500.00) or be imprisoned in the county jail for a period not ~~to exceed~~ing ~~one (1) year~~ one hundred eighty (180) days or be both so fined and imprisoned.

(E) Each day during or upon which a ~~such~~ violation ~~is committed or permitted to continue~~ occurs or continues shall constitute a separate offense and shall be punishable as such hereunder.

(F) The classification of offenses in section 9.18.010 of the Olathe Municipal Code applies to this Chapter.”

SECTION TWO: Section 6.18.100 of the Olathe Municipal Code is hereby amended to read as follows:

“6.18.100. Manner of Enforcement.

Violation of this chapter shall be prosecuted in the same manner as other ~~misdemeanor~~ violations of the eCity's code; provided, however, that in the event of violation of Sections 6.18.060 and 6.18.070, a written notice of intention to prosecute will be given to the alleged violator not less than ten (10) calendar days prior to the issuance of a ~~misdemeanor~~ complaint. No complaint shall be issued in the event the cause of the violation is removed, the condition abated or fully corrected within such ten (10) day period. In the event the alleged violator cannot be located in order to serve the notice of intention to prosecute, the notice as required herein shall be deemed to be given upon mailing such notice by registered or certified mail to the alleged violator at his or her last known address or at the place where the violation occurred, in which event the ten (10) day period shall commence on the date of the day following the receipt of such notice.

SECTION THREE: Existing Sections 6.18.090 and 6.18.100 are hereby repealed.

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

PASSED by the Governing Body this _____ day of _____, 2019.

SIGNED by the Mayor this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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

ORDINANCE NO. 19-47

AN ORDINANCE AMENDING OLATHE MUNICIPAL CODE SECTION 12.21.270
PERTAINING TO PENALTIES FOR VIOLATIONS OF CHAPTER 12.21 AND
REPEALING THE EXISTING SECTION.

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

SECTION ONE: Section 12.21.270 of the Olathe Municipal Code is hereby
amended to read as follows:

“12.21.270. Violations and Penalties.

(A) It shall be unlawful for any person, ~~firm, corporation or other group~~ to violate any provision of this Chapter. The definition of “person” in Section 9.01.110 of the Olathe Municipal Code applies to this Chapter.

(AB) ~~Any person convicted of a violation of this Chapter, as amended, which violation constitutes a violation of the Olathe Traffic Ordinance, shall be penalized as set forth in the Olathe Traffic Ordinance, as amended. The judge of the municipal court shall in the manner prescribed by K.S.A. 12-4305 and amendments thereto establish a schedule of fines for violations of the following sections of this Chapter: Section 12.21.070(A)(1), 12.21.090, 12.21.100, 12.21.110, 12.21.120, 12.21.130, 12.21.140, 12.21.170, 12.21.180, 12.21.190, 12.21.240, 12.21.250, and 12.21.260. Such fines shall be imposed upon a voluntary entry of appearance and upon a plea of guilty or no contest to a complaint alleging such violation.~~

(C) Any person convicted of a violation of any provision of this Chapter listed in subsection (B) shall be guilty of a Unclassified Public Offense and shall be sentenced to pay a fine which shall be fixed by the court, not exceeding Five Hundred Dollars (\$500.00).

(BD) Any person, ~~firm, corporation or other group~~ convicted of violating any provision of this Chapter, as amended, other than those listed in subsection (B), unless otherwise classified, shall be guilty of an Unclassified Public Offense and shall be punished ~~jointly or severally~~ by a fine not to exceed Five Hundred Dollars (\$500) or imprisonment in jail for not more than ~~by a definite period of confinement in jail which shall be fixed by the Court and shall not exceed~~ one hundred eighty (180) days, or be both so fined and imprisoned, ~~unless otherwise specifically provided in this Chapter.~~

(GE) Each day during or upon which a violation occurs or continues shall constitute a separate offense and shall be punishable as such hereunder.

(F) The classification of offenses in Section 9.18.010 of the Olathe Municipal Code applies to this Chapter.”

SECTION TWO: Existing Section 12.21.270 is hereby repealed.

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

PASSED by the Governing Body this _____ day of _____, 2019.

SIGNED by the Mayor this _____ day of _____, 2019.

Mayor

ATTEST:

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.

ATTACHMENT C

O.M.C. SECTION	DESCRIPTION	FINE	CT COSTS	TOTAL
NOISE CONTROL VIOLATIONS				
6.18.040(A)(2)	UNREASONABLE NOISE 50 FT FROM DEVICE OPERATED IN/ON MOTOR VEHICLE OR BOAT	\$ 90.00	\$ 45.00	\$ 135.00
PUBLIC LANDS VIOLATIONS				
12.21.070(A)(1)	OPERATE VEHICLE IN CITY PARK OUTSIDE DESIGNATED AREA	\$ 90.00	\$ 45.00	\$ 135.00
12.21.090	OPERATE BOAT WITHOUT STATE LICENSE	\$ 75.00	\$ 45.00	\$ 120.00
12.21.100	CREATE WAKE OR OPERATE BOAT IN EXCESS OF 5 MPH	\$ 75.00	\$ 45.00	\$ 120.00
12.21.110	UNLAWFUL OPERATION OF PERSONAL WATERCRAFT ON CITY WATER BODY	\$ 75.00	\$ 45.00	\$ 120.00
12.21.120	12 YOA OR UNDER NOT WEARING APPROVED FLOTATION DEVICE	\$ 75.00	\$ 45.00	\$ 120.00
12.21.130 (A)	UNLAWFUL TOWING OF ANOTHER BOAT OR PERSON	\$ 75.00	\$ 45.00	\$ 120.00
12.21.130 (B)	UNLAWFUL TO TOW A PERSON (WATER SKI, WAKE BOARD OR INNER TUBE)	\$ 75.00	\$ 45.00	\$ 120.00
12.21.140	OPERATE BOAT IN VIOLATION OF STOP BOATING ACTIVITY ORDER	\$ 75.00	\$ 45.00	\$ 120.00
12.21.170	FAIL TO OBEY/COMPLY WITH FISHING LICENSE REGULATIONS	\$ 75.00	\$ 45.00	\$ 120.00
12.21.180	UNLAWFUL ICE SKATING, ICE FISHING, SLEDDING, DRIVING OR WALKING ON CITY WATER BODY	\$ 75.00	\$ 45.00	\$ 120.00
12.21.190	UNLAWFUL OPERATION OF METAL DETECTOR, MINING OR PROSPECTING	\$ 75.00	\$ 45.00	\$ 120.00
12.21.240	SALE OF FOOD, DRINK OR MERCHANDISE	\$ 75.00	\$ 45.00	\$ 120.00
12.21.250	OCCUPY OR FAIL TO LEAVE RESERVED FIELD OR SHELTER HOUSE	\$ 75.00	\$ 45.00	\$ 120.00
12.21.260	UNLAWFUL PRESENCE BETWEEN MIDNIGHT-SUNRISE /IN VIOLATION OF POSTED PARK HOURS	\$ 75.00	\$ 45.00	\$ 120.00

ORDINANCE NO. 19-48

**AN ORDINANCE ADDING NEW OLATHE MUNICIPAL CODE SECTION 9.12.195
PERTAINING TO OPERATING A VESSEL UNDER THE INFLUENCE.**

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

SECTION ONE: Section 9.12.195 of the Olathe Municipal Code is hereby added to the Olathe Municipal Code to read as follows:

**“9.12.195. Operating a Vessel Under the Influence of Alcohol
or Drugs; Penalties.**

(A) No person shall operate or attempt to operate any vessel within this city while:

(1) The alcohol concentration in the person’s blood or breath as shown by any competent evidence, including other competent evidence, as defined in K.S.A. 32-1130(b)(1), and amendments thereto, is .08 or more;

(2) The alcohol concentration in the person’s blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .08 or more;

(3) The alcohol concentration in the person’s blood or breath, at the time or within three hours after the person operated or attempted to operate the vessel is .02 or more and the person is less than 21 years of age;

(4) Under the influence of alcohol to a degree that renders the person incapable of safely operating a vessel;

(5) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating a vessel; or

(6) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating a vessel.

(B) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(C) No person shall operate or attempt to operate any vessel within this State for three months after the date of refusal of submitting to a test if such person refuses to submit to a test pursuant to K.S.A. 32-1132, and amendments thereto.

(D) Except as provided by subsection (E), violation of this section is a violation punishable:

(1) On the first conviction, by imprisonment of not more than one year or a fine of not less than \$100 nor more than \$500, or both; and

(2) On the second or a subsequent conviction shall be sentenced to not less than ninety (90) days nor more than one year and a fine of not less than \$100 nor more than \$500.

(E) Subsection (D) shall not apply to or affect a person less than 21 years of age who submits to a breath or blood alcohol test requested pursuant to K.S.A. 32-1132 and amendments thereto, and produces a test result of an alcohol concentration of .02 or greater but less than .08. Such person's boating privileges upon the first occurrence shall be suspended for 30 days and upon a second or subsequent occurrence shall be suspended for 90 days.

(F) In addition to any other penalties prescribed by law or rule and regulation, any person convicted of a violation of this section shall be required to satisfactorily complete a boater safety education course of instruction approved by the secretary of wildlife, parks and tourism.

(G) As used in this section, "operate" means to navigate or otherwise use a motorboat or a vessel."

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

PASSED by the Governing Body this _____ day of _____, 2019.

SIGNED by the Mayor this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 8/6/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Quarterly Procurement Report

ITEM DESCRIPTION:

Quarterly Procurement Report

SUMMARY:

The Resource Management Team is reporting purchases between \$25,000 and \$49,999 for 2nd quarter 2019.

Council will receive quarterly reports summarizing procurements between \$25,000 and \$49,999 on the Council agenda immediately following the 20th of the month after the end of a quarter.

Staff will attend the Council meeting to answer questions regarding the procurement report.

FINANCIAL IMPACT:

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

ACTION NEEDED:

Receive Report summarizing 2nd quarter 2019 procurement between \$25,000 and \$49,999.

ATTACHMENT(S):

Quarterly Procurement Report

**2nd Quarter Report 2019
Procurement \$25,000 to \$49,999**

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
Lake Olathe Park Master Plan	4-C-002-15	318635	04/01/19	Olathe Lake Cabling	Enterprise Communications	\$40,209.25	Price Agreement
General Fund Operations	1001447	318638	04/01/19	Ammunition	Precision Delta Corporation	\$36,430.41	Sole Source
Major Park Redevelopment	4-C-020-17	318644	04/12/19	Lakeside Litter/bench/tables	Landscape Forms Inc	\$26,796.49	Cooperative Agreement
Lone Elm Park Phase II	4-C-003-07	318653	04/23/19	Solstice Umbrella/Tables	Landscape Forms Inc	\$27,872.14	Cooperative Agreement
Lone Elm Park Phase II	4-C-003-07	318657	04/23/19	Solstice Umbrella/Tables	Landscape Forms Inc	\$33,163.90	Cooperative Agreement
Vehicle Replacement	19-1573-15	318664	04/26/19	Aluminum contractor flatbed	American Equipment Co	\$31,943.00	Cooperative Agreement
Wastewater Treatment	3201599	318678	05/02/19	Vaughn Model S4K-071 Pump	Letts, Van Kirk & Associates	\$34,286.00	OEM Part
Major Park Redevelopment	4-C-020-15	318691	05/21/19	Banquet chairs for Lake Olathe	William P Peterson & Associates	\$33,415.44	Invitation for Bid
Vehicle Replacement	19-1750-18	318692	05/21/19	John Deere 4052M Tractor	Heritage Tractor	\$32,588.28	Cooperative Agreement
Wastewater Collection	3201596	318701	05/24/19	Kohler 150REZGC Generator	CK Power	\$37,193.62	Cooperative Agreement
Library Operations	2101999	700996	05/28/19	Library Security Services	Titan Protection & Consulting	\$36,714.40	Competition Exception Report
Water Production	3201591	318619	05/29/19	Equipment Repair Parts	SPX Flow US LLC	\$33,660.01	OEM Part
Website Outsource	7-C-012-14	700998	06/07/19	Website Services	Granicus LLC	\$27,902.70	Request for Proposal
Engineering Management Operations	3201515	701004	06/20/19	Water Rights Portfolio	Burns & McDonnell Engineering Co	\$49,453.00	Competition Exception Report
Blackbob Rd 159th to 175th	3-C-065-18	701008	06/27/19	159th to 175th Improvements	Olsson Associates	\$43,683.50	Competition Exception Report
Vehicle Replacement	18-1592-16	318741	07/01/19	Dakota 11Ft Crane Body	American Equipment Co	\$30,146.00	Cooperative Agreement



**PRICE AGREEMENT/CONTRACT
RENEWAL #1**

Contract for: **Data Cabling Work & Equipment**

Agreement Number: **18-0069**

Contract Specialist: Victoria Rand

Phone Number: 913-971-8926

Contract Period: **5/9/19-5/31/20**

Vendor Name/Number: Enterprise Communication Inc.

Contact: Jeff Jensen

Address: 993 NE Delta School Rd

Phone: O: 816-924-0500 C: 816-985-5775

Lee Summit, MO 64064

Email: jjensen@enterprisekc.com

Department: ITS

Project Number: SS-18-0069

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Item #	Item Code	Description	Qty	Unit	Price
1	LABOR KS	Hourly labor rate/Hr.	1	HR	\$50
2	LABOR OT	Hourly labor rate Over Time/Hr.	1	HR	\$75
3	LABOR SERVICE8 KS	Expedited/ Same Day Service Call Charge (added to Hourly Labor Rates)	1	EA	\$50
4	LABOR SERVICES 4 KS	Expedited/Emergency Service Call Charge < 4Hrs. (added to Hourly Labor Rates).	1	EA	\$75
5	COM 6504 BLUE	CAT6 Blue Jacket Reels 1000FT CMP	1	Box/1000FT	\$256
6	COM 65N4+BLUE	23-4P UTP-CMR SOL BC CAT6 FEP/FRPVC Blue Jacket Reels 1000FT PC	1	Box/1000FT	\$182
7	COM 10G4	CAT6A U/UTP Cable, Plenum, Blue Jacket	1	Box/1000FT	\$592
8	COM 10GN4	CAT6A U/UTP Cable, PVC, Blue Jacket	1	Box/1000FT	\$306
9	SYS 2061 BLUE	CAT6 Blue Plenum 108093360	1	Box/1000FT	\$394
10	SYS 2071 BLUE	CAT6 Blue Plenum 550 MHZ Gigaspeed	1	Box/1000FT	\$727
11	UNI UNP610-24P	Patch Panel 24-Port CAT6 110-MOD Black, 1U Uniprise	1	EA	\$193
12	UNI UNP610-48P	Patch Panel 48-Port CAT6 110-MOD Black, 2U Uniprise	1	EA	\$298
13	SYS 1100GS3-24	Gigaspeed XL Patch Panel 760062372	1	EA	\$375
14	SYS 1100GS3-48	Gigaspeed XL CAT6 Patch Panel	1	EA	\$593.75
15	CADDY LV1	Arlington Wall Caddy	1	EA	\$1.55
16	CADDY CAT3224	J-Hook, 2" DIA, 1/8"-1/4" Hammer-On, 360 Swivel	1	EA	\$4.60
17	UNI UNJ600-BL	CAT6 Jack Blue	1	EA	\$7.00
18	SYS M12L-246	Systimax M12L, M14L, M16L, Ivory, White, Gray & Black options	1	EA	\$1.75
19	SYS M101SMB-246	Systimax 1-Port Surface Mount Box	1	EA	\$2.70
20	SYS M102SMB-246	Systimax 2-Port Surface Mount Box	1	EA	\$3.25
21	SYS M104SMB-246	Systimax 4-Port Surface Mount Box	1	EA	\$3.70

****Note: If a technician has to leave another scheduled job site to assist the City in an emergency situation, charges will be billed at the Hourly Overtime Labor rate plus Expedited Services Charge (<4Hrs). ****

**** Labor pricing will be locked in for three years. Cabling will be renewed annually. ****

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with

this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 18-0069 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

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

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

CITY OF OLATHE

A handwritten signature in black ink, appearing to read "Amy Tharnish", with a stylized flourish at the end.

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 7/25/19

☐ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☒ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Vic Smith

Date: 3/18/19

Department Contact: Ang V

E1 Doc No.: 15958

Total Cost: 36,430.41

COMMODITY/SERVICE DESCRIPTION:

Winchester Ammunition - Precision Delta Corp.

CER/SOLE SOURCE JUSTIFICATION:

Winchester ammunition is used by the officers of the Olathe Police. Precision Delta Corp. is the sole distributor for Kansas. (L2W Enforcement grade)

Approved: [Signature] (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: [Signature] (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___ Ship immediately upon completion

OR Ship On/After the date:_____

8	Lakeside Litter Style: <i>Side Opening</i> Options: <i>None</i> Material: <i>Grass Panel Design</i> Powdercoat Color: <i>Mercury</i>	\$ 1,103.15	\$ 8,825.20
3	Rest Bench Style: <i>Backless</i> Insert Material: <i>Jarrah no finish (exterior use only)</i> Mounting: <i>Freestanding</i> Arm Divider Option: <i>None</i> Frame Color: <i>Mercury</i>	\$ 1,318.50	\$ 3,955.50
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i>	\$ 2,672.16	\$ 2,672.16

Page: 1 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>		
	CR999-06009-FS: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>5 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 2,672.16
	CR999-06010-FS: Carousel with 5 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:		
3	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Freestanding</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i>	\$ 2,030.49	\$ 6,091.47

Page: 2 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Table Size: <i>Special Size</i>		
	Umbrella Hole: <i>With Hole</i>		
	Seat Color: <i>Mercury</i>		
	Support Color: <i>Mercury</i>		

CR999-06034-PERF-FS: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Freestanding support. Table color: Seat/support color:

Item Total	\$ 24,216.49
Shipping & Handling	\$ 2,580.00
Sub Total	\$ 26,796.49
Estimated Tax	\$ 0.00
Document Total	\$ 26,796.49

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.

Page: 3 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 03/28/2019
LF Quote#: 0000278371

PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

Page: 4 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 03/28/2019
LF Quote#: 0000278371
PO#:

Project: Lake Olathe Site Furnishings

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnely
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation
ATTN: Josh Hockensmith
2400 W. Golf Course Rd
Olathe, KS 66061

Ship To Contact Phone: 913-278-2964

Ship Via: Common Carrier

F.O.B.: Destination

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 5 of 5

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____Ship immediately upon completion
OR Ship On/After the date:_____

Delivery to Soccer Complex

5	Solstice Umbrella Style: <i>Cygnus</i> Panel Type: <i>Perforated</i> Mounting: <i>Table Mount</i> Pole/Strut/Stand/Top Cap Color: <i>Mercury</i> Panel Color: <i>Mercury</i>	\$ 2,751.27	\$ 13,756.35
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 5,344.32

Page: 1 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000278389
PO#:
Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	CR999-06009: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,030.49	\$ 4,060.98
	CR999-06034-PERF: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>3 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i>	\$ 2,030.49	\$ 2,030.49

Page: 2 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

Support Color: *Mercury*

CR999-06033-PERF: Carousel with 3 backed
perforated seats. 42" perforated powdercoated
Catena table with umbrella hole. Surface-mount
support. Table color: Seat/support color:

Item Total	\$ 25,192.14
Shipping & Handling	\$ 2,680.00
Sub Total	\$ 27,872.14
Estimated Tax	\$ 0.00
Document Total	\$ 27,872.14

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
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- Prices based on quantities shown and quantity changes may affect price.

Page: 3 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000278389

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Soccer
Complex
ATTN: Lisa Donnelly 816-728-3451
20907 W. 167th St.
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Softball Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

CONTRACT: NCPA 07-53

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____Ship immediately upon completion
OR Ship On/After the date:_____

Delivery to Softball Complex

6	Solstice Umbrella Style: <i>Cygnus</i> Panel Type: <i>Perforated</i> Mounting: <i>Table Mount</i> Pole/Strut/Stand/Top Cap Color: <i>Mercury</i> Panel Color: <i>Mercury</i>	\$ 2,751.27	\$ 16,507.62
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>6 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,672.16	\$ 5,344.32

Page: 1 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Softball Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	CR999-06009: Carousel with 6 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
3	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i> Support Color: <i>Mercury</i>	\$ 2,030.49	\$ 6,091.47
	CR999-06034-PERF: Carousel with 4 backed perforated seats. 42" perforated powdercoated Catena table with umbrella hole. Surface-mount support. Table color: Seat/support color:		
1	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>3 Seat</i> Seat Style: <i>Backed Perf</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Special Table</i> Table Shape: <i>Round</i> Table Size: <i>Special Size</i> Umbrella Hole: <i>With Hole</i> Seat Color: <i>Mercury</i>	\$ 2,030.49	\$ 2,030.49

Page: 2 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

Project: Lone Elm Park

Bill To: Olathe Parks and Recreation
ATTN: Lisa Donnelly
PO Box 768
Olathe, KS 66051-0768

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapiforms.com
Federal I.D.# 38-1897577

Ship To: Olathe Parks and Recreation - Lone Elm Softball
Complex
ATTN: Lisa Donnelly 816-728-3451
16905 S. Lone Elm Rd
Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

Support Color: *Mercury*

CR999-06033-PERF: Carousel with 3 backed
perforated seats. 42" perforated powdercoated
Catena table with umbrella hole. Surface-mount
support. Table color: Seat/support color:

Item Total	\$ 29,973.90
Shipping & Handling	\$ 3,190.00
Sub Total	\$ 33,163.90
Estimated Tax	\$ 0.00
Document Total	\$ 33,163.90

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Page: 3 of 4

Cust #: 62757
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Landscape Forms Customer Service

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Quote

Date: 04/11/2019
LF Quote#: 0000279512

PO#:

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ATTN: Lisa Donnelly
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ATTN: Lisa Donnelly 816-728-3451
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Olathe, KS 66062

Ship To Contact Phone: 913-971-8613

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: 62757
SSR: Julie Garland
Rep: Site Source - Stacy Ernst, MO

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
1/27/2019	012719/56RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		913-971-6020	913-971-9491
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract #EV2260: 12' x 96" Aluminum contractor flatbed with spray rig: <ul style="list-style-type: none">- fold down sides with single handle design- front headache rack with window protector- rear rack to support arrowboard with brace to front rack- LED arrow board mounted on back- LED mini lightbar on headache rack- Surface mount LED strobes in grill and on rear of bed- soldered and heat shrink all connections- ladder to be installed on passenger side or rear mounted to inside of fold down side with grab handle- mudflaps mounted behind rear tires- cone rack to store safety cones 1,035 gallon poly water tank mounted to floor of bed <ul style="list-style-type: none">- 8hp Honda gas engine water pump with electric start mounted in cab- 2" fill capacity with city-supplied water meter stored driver side- drain valves at hose reels- camlock coupler at rear of tank for drain and filling other tanks- (2) ReelCraft electric hose reels with 150' of hose mounted on passenger side as far forward as as close together as possible.- (2) ReelCraft electric reel with 150' hose facing out rear of bed- brass shut off valves at each hose reel, between fill hose and		31,943.00	31,943.00
Quoted by Ryan Keith				Total	



EQUIPMENT CO.
3250 Harvester Road
Kansas City, Kansas 66115
(Phone) 913-342-1450 (Fax) 913-342-1377
sales@americanequipment.us

QUOTATION

DATE	Quotation #
1/27/2019	012719/56RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #		
	Due on Rece...	REK		913-971-6020	913-971-9491		
QTY	ITEM	DESCRIPTION			U/M	COST	Total
		working plumbing, between pump and tank that still allows tank to be filled when it is in the "off" position - fluid filled pressure gauge and pressure regulator - fixed nozzle mounted on passenger side of flatbed .- Installation					
Quoted by Ryan Keith				Total		\$31,943.00	

This quote is valid for 30 days. Applicable taxes not included.

Letts, Van Kirk & Associates

Municipal Pumps & Equipment

April 14, 2019

Dept. of Public Works / City of Olathe, Kansas
245915 W. 119th Street
Olathe, KS 66051-0768

Attn: Bart Rehagen

Subject: BNR Process / Vaughan Submersible Chopper Pumps

Dear Mr. Rehagen,

We are pleased to provide replacement the following equipment as detailed below.

Prices are based on reusing the reuse existing Flowserve discharge elbow and guide rail system. Proposal is based on utilizing guide flange from existing pumps to be removed and mounted Vaughan units.

275GPM @ 10.5FT

Quantity One (1) – Vaughan model S4K-071 (4") standard fitted submersible chopper pump complete with RC 60 impeller, cutter bar, upper cutter and cutter nut, mechanical seal with TC faces, separate bearing housing for long bearing life with oil lubricated bearings, 5HP @ 1200RPM explosion proof submersible motor equipped with moisture and thermal sensors, 50FT of power and control cable, rated 3/60/460V with standard factory coating.

Total price FOB factory, freight allowed to Olathe, Kansas..... \$13,928 each.

Optional moisture and over-temperature relays, add \$475 per EACH UNIT.

730GPM @ 10.5FT

Quantity One (1) – Vaughan model S6U-088 (6") standard fitted submersible chopper pump complete with RC 60 impeller, cutter bar, upper cutter and cutter nut, mechanical seal with TC faces, separate bearing housing for long bearing life with oil lubricated bearings, 5HP @ 900RPM explosion proof submersible motor equipped with moisture and thermal sensors, 50FT of power and control cable, rated 3/60/460V with standard factory coating.

Total price FOB factory, freight allowed to Olathe, Kansas..... \$19,408 each.

Optional moisture and over-temperature relays, add \$475 per EACH UNIT.

Not Included: Discharge base elbow, upper guide bracket, controls, removal, installation, assembly, disassembly, loading, unloading or start-up.

Prices are based on Vaughan standard terms and conditions.

Prices are firm 30 days from the date of this proposal.

We appreciate the opportunity to provide this proposal. Please let us know if there are any question regarding this information.

Sincerely,

Jeff Selby

Jeff Selby / Letts Van Kirk

5600 INLAND DRIVE, KANSAS CITY, KS 66106
913-287-3900
800-627-7800
913-287-6641 FAX

IFB #19-0095 - Banquet Chairs
2019-04-30 09:00 AM CDT

					Douglas Food Stores Inc Bluefield, WV		WILLIAM P. PETERSON & ASSOCIATES, INC. Salt Lake City, UT		HCONE international IMPEX LLC Houston, PA		J & N Enterprises Independence, MO	
Item No.	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2125 RFP-RGG Stacking Chair, NO SUBSTITUTE Brand	Daniel Paul Chairs	228	each	\$165.60	\$37,620.00	\$139.98	\$31,915.44	\$186.24	\$42,462.72	\$173.23	\$39,496.44
	Item Vendor Ref Number				Daniel Paul Chairs							
2	2125 RFP-RGG Stacking Chair	Shipping and Delivery Estimate	1	each	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$5,235.86	\$5,235.86	\$0.01	\$0.01
					\$40,620.00		\$33,415.44		\$47,698.58		\$39,496.45	

Recommended Award

Quote Id: 18623060

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Prepared For:

Olathe Parks & Recreation Dept



Proposal For:

Delivering Dealer:

Joe Hannon

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062

hti@heritagetractor.com

Quote Prepared By:

Joe Hannon
jhannon@heritagetractor.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Quote Summary
Prepared For:

Olathe Parks & Recreation Dept
Paul Hecker
200 W Santa Fe St
Olathe, KS 66061
Mobile: 913-207-1323

Delivering Dealer:

Heritage Tractor, Inc.
Joe Hannon
19905 W 157th Street
Olathe, KS 66062
Phone: 913-529-2376
jhannon@heritagetractor.com

AGENCY PICK UP

Quote ID: 18623060
Created On: 04 December 2018
Last Modified On: 07 May 2019
Expiration Date: 25 January 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) - 1LV4052MCKK103865 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 17, 2018	\$ 39,698.50	\$ 32,354.27 X	1 =	\$ 32,354.27
Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier - 1XFAP12FJJ0050603 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 18, 2018	\$ 1,161.00	\$ 946.21 X	1 =	\$ 946.21
Frontier RT1173 - 73 In. Standard Duty Rotary Tiller - 1XFRT11XCJ0182067 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: December 18, 2018	\$ 4,515.00	\$ 3,679.72 X	1 =	\$ 3,679.72
Frontier HS2001 - 3-Point Single Tine Hay Spear - 1XFHS20XHK0006205 Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: January 4, 2019	\$ 390.00	\$ 317.85 X	1 =	\$ 317.85
JOHN DEERE MX6 Lift-Type Rotary Cutter - 540 RPM PTO Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22) Price Effective Date: May 7, 2019	\$ 3,497.00	\$ 2,640.23 X	1 =	\$ 2,640.23

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE****Heritage**
TRACTOR**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
 19905 W 157th Street
 Olathe, KS 66062
 913-529-2376
 hti@heritagetractor.com

Equipment Total**\$ 39,938.28**

Trade In Summary	Qty	Each	Extended
2006 JOHN DEERE 3720 - LV3720H280758	1	\$ 7,000.00	\$ 7,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,000.00
JOHN DEERE 655 56" TILLER	1	\$ 250.00	\$ 250.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 250.00
JOHN DEERE AP12 PALLET FORKS	1	\$ 100.00	\$ 100.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 100.00
Trade In Total			\$ 7,350.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 39,938.28
Trade In	\$ (7,350.00)
SubTotal	\$ 32,588.28
Est. Service Agreement Tax	\$ 0.00
Total	\$ 32,588.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,588.28

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) -

Stock Number: 224244

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 39,698.50
Price Effective Date: December 17, 2018

Selling Price *
\$ 32,354.27

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0351LV	4052M Compact Utility Tractor (40 PTO hp)	1	\$ 30,780.00	18.50	\$ 5,694.30	\$ 25,085.70	\$ 25,085.70
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 1,139.00	18.50	\$ 210.72	\$ 928.28	\$ 928.28
1701	Factory Installed Loader with Bucket	1	\$ 6,167.00	18.50	\$ 1,140.90	\$ 5,026.10	\$ 5,026.10
2000	Open Station with Standard Seat	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch Quick Hitch Category 1	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
4310	Rear Drawbar	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.50	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -42.00	18.50	\$ -7.77	\$ -34.23	\$ -34.23
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 140.00	18.50	\$ 25.90	\$ 114.10	\$ 114.10
Standard Options Total			\$ 7,404.00		\$ 1,369.75	\$ 6,034.25	\$ 6,034.25
Dealer Attachments/Non-Contract/Open Market							
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 918.50	18.50	\$ 169.92	\$ 748.58	\$ 748.58
HVBUCKET	HIGH VOLUME BUCKET. 73"	1	\$ 530.00	18.50	\$ 98.05	\$ 431.95	\$ 431.95
BLV10640	Engine Coolant Heater Kit (110 Volt)	1	\$ 66.00	18.50	\$ 12.21	\$ 53.79	\$ 53.79
Dealer Attachments Total			\$ 1,514.50		\$ 280.18	\$ 1,234.32	\$ 1,234.32

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Suggested Price			\$ 32,354.27
Total Selling Price	\$ 39,698.50	\$ 7,344.23	\$ 32,354.27 \$ 32,354.27

Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier -
Stock Number: 238041

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 1,161.00
Selling Price *
Price Effective Date: December 18, 2018

\$ 946.21

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2153XF	AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier	1	\$ 1,120.00	18.50	\$ 207.20	\$ 912.80	\$ 912.80
Standard Options - Per Unit							
1010	48 In. Pallet Tine	1	\$ 41.00	18.50	\$ 7.59	\$ 33.41	\$ 33.41
Standard Options Total			\$ 41.00		\$ 7.59	\$ 33.41	\$ 33.41
Suggested Price							\$ 946.21
Total Selling Price			\$ 1,161.00		\$ 214.79	\$ 946.21	\$ 946.21

Frontier RT1173 - 73 In. Standard Duty Rotary Tiller - 1XFRT11XCJ0182067
Stock Number: 224229

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 4,515.00
Selling Price *
Price Effective Date: December 18, 2018

\$ 3,679.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
135BXF	RT1173 - 73 In. Standard Duty Rotary Tiller	1	\$ 4,515.00	18.50	\$ 835.28	\$ 3,679.72	\$ 3,679.72

Selling Equipment

Quote Id: 18623060

Customer Name: OLATHE PARKS & RECREATION DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
19905 W 157th Street
Olathe, KS 66062
913-529-2376
hti@heritagetractor.com

Suggested Price					\$ 3,679.72
Total Selling Price		\$ 4,515.00	\$ 835.28	\$ 3,679.72	\$ 3,679.72

Frontier HS2001 - 3-Point Single Tine Hay Spear - 1XFHS20XHK0006205

Stock Number: 222931

Suggested List *
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

\$ 390.00
Selling Price *
Price Effective Date: January 4, 2019

\$ 317.85

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2280XF	HS2001 - 3-Point Single Tine Hay Spear	1	\$ 390.00	18.50	\$ 72.15	\$ 317.85	\$ 317.85

Suggested Price					\$ 317.85
Total Selling Price		\$ 390.00	\$ 72.15	\$ 317.85	\$ 317.85

JOHN DEERE MX6 Lift-Type Rotary Cutter - 540 RPM PTO

Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)

Suggested List *
\$ 3,497.00
Price Effective Date: May 7, 2019

Selling Price *
\$ 2,640.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2144P	MX6 Lift-Type Rotary Cutter - 540 RPM PTO	1	\$ 3,497.00	24.50	\$ 856.77	\$ 2,640.23	\$ 2,640.23

Suggested Price					\$ 2,640.23
Total Selling Price		\$ 3,497.00	\$ 856.77	\$ 2,640.23	\$ 2,640.23

KOHLER[®] Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
Phone: 920-457-4441
Visit us at KohlerPower.com
www.kohlerpower.com

Job Name: City of Olathe 125kw LP

Quote Number: 0026539368

Version 1.0

04/30/2019

Page 1

To: Shari Pine
City of Olathe

From: Michelle Buzzetta
Sales Administration Manager
Western Diesel Services
1100 Research Blvd
St Louis, MO 63132
P: 314-868-8620 F:
mb@ckpower.com

Generator

Kohler Model: 150REZGC

This LP vapor generator set equipped with a 4R13X alternator operating at 277/480 volts is rated for 137 kW/171 kVA. Output
amperage: 206.

Qty	Description
	150REZGC Generator System
1	150REZGC Generator Set
	Includes the following:
	Literature Languages English
	Approvals and Listings UL2200 Listing/cUL Genset List
	Engine 150REZGC,LP Vapor
	Nameplate Rating Standby 130C Rise
	Voltage 60Hz, 277/480V, Wye, 3Ph, 4W
	Alternator 4R13X
	Cooling System Unit Mounted Radiator, 50C
	Skid and Mounting Skid, 44"
	Air Intake Standard Duty
	Controller APM402
	Enclosure Type Sound
	Enclosure Material Steel

KOHLER[®] Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044

Phone: 920-457-4441

Visit us at KohlerPower.com

www.kohlerpower.com

Job Name: City of Olathe 125kw LP

Quote Number: 0026539368

Version 1.0

04/30/2019

Page 2

	Starting Aids, Installed	1800W,110-120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 10A
	Electrical Accy.,Installed	2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	200
	Trip Type, LCB 1	Thermal Magnetic
	Interrupt Rating LCB 1	18kA at 480V
	Fuel System Acc.,Installed	Additional Gas Solenoid Valve
	Miscellaneous Accy.,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy.,Installed	Coolant in Genset
	Miscellaneous Accy.,Installed	Rodent Guards
	Warranty	5 Year Comprehensive
1	Flexible Fuel Line (Nat/LP)	
1	CCV Heater	
1	Lit Kit, General Maintenance, 150REZGC	

OFFER TOTAL SELL PRICE: \$37,193.62

This pricing includes freight from the factory and start up services by CK Power.

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Western Diesel Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0026539368, which clearly establishes definite price and specifications of material ordered. The person signing is doing so

KOHLER[®] Power Systems

Page 2

KOHLER[®] Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044

Phone: 920-457-4441

Visit us at KohlerPower.com

www.kohlerpower.com

Job Name: City of Olathe 125kw LP

Quote Number: 0026539368

Version 1.0

04/30/2019

Page 3

according to the terms and conditions.

Proposed by:

Company: Western Diesel Services

Print Name: Michelle Buzzetta

Title: Sales Administration Manager

Signature: _____

Date: _____

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



COMPETITION EXCEPTION REPORT

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.



SOLE SOURCE

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Victoria Smith

Date: 3/1/19

Department Contact: Emily Baker E1 Doc No.: _____ Total Cost: \$47,500/year

COMMODITY/SERVICE DESCRIPTION:

Titan Protection is a security guard company that provides thorough, affordable protection that discourages criminal activity and gives clients peace of mind. Services from Titan Protection would be acquired for both library locations on a month-to-month, as needed basis at this time.

Olathe Public Library, 201 E. Park St, Olathe, KS 66061

Tier 2 – armed security guard

Monday – Thursday 9:00 – 5:00 pm

Friday 10:00 – 6:00 pm

Indian Creek Library, 13511 S. Mur-Len, Suite 129, Olathe, KS 66062

Tier 1 – armed security guard

Monday 9:00 – 5:00 pm

Tuesday – Friday 10:00 – 6:00 pm

CER/SOLE SOURCE JUSTIFICATION:

There has been a steady increase in criminal activity within the last two months at both library locations. The Olathe Public Library Advisory Board felt there was an immediate need to hire a security guard for both locations due to concerns for the safety of staff and library patrons. Due to the immediate need a formal bidding process would not have placed a security guard in a reasonable amount of time due to the level of security concerns. The library obtained three quotes for security services and Titan was the best value for the services needed.

Approved: Emily Baker (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:
Approved: [Signature] (City Manager)



Technical Equipment Co., Inc.
810-A N.W. Main Street
Lee's Summit, Missouri 64086-9353 United States
Phone: 1-816-525-1350 Fax: 1-816-525-3844

Quote Form

Attention:

City of Olathe
27065 West 83rd St.
Lenexa, Kansas 66227 United States
Phone: 913-971-5546

Date: 2/20/2019

Project Name: Olathe 75Q20 gearbox exchange
with motor

Quote Number: 150451810**Rep Reference Number:** 56C-011119-19

Parts for Model Number(s): 75Q20
Reference Serial Number(s): R9870018600501
Reference Order Number(s): 700186

Item No	Product	Description	Quantity	Price Each
	7080 Series Gearbox	Gearbox Program: Exchange Program	1	\$25,196.00
Details:	75Q20 @ 84.0 RPM, 21.5 Ratio 1800 RPM Nominal Input Speed CW Rotation Exchange Program Conditions: To qualify for your discounted Exchange Reducer pricing, the damaged unit must be returned to the Service Center for which the order was placed within 30 days of actual shipment. Accommodations can be made for longer duration, however, any arrangements must be agreed upon prior to the Exchange order being placed. If after 30 days the damaged unit has not been received, an additional "Core Charge" fee will be invoiced against the original Lightnin order and customer purchase order. The Core Charge associated to your specific model Exchange Reducer is: \$2500			
	70 Core Charge	70 Core Charge	1	\$0.01
1	Special	Estimate for labor and travel time and travel expenses to commission 75Q mixer. Charges will be summarized on completion of the trip and will reflect actual time and expenses, per published rates.	1	\$3,715.00
	RG28927100	PSP ELECTRIC MOTOR	1	\$2,009.00
	835625PSP	DRIVE ASSM 254T 7.5/15HP	1	\$2,740.00
Total (US Dollars):				\$33,660.01

Commercial Terms:

Unless otherwise expressly agree to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

Shipment In: 4 Weeks After Receipt of Order
Payment Terms: 30 Days from Invoice Date
Delivery Terms: FOB Origin
Quote Expiration Date: 2/11/2019

Tariffs

The quoted price has been based on the cost of materials and components ("**Materials**") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("**Brexit**") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

Please Address Purchase Order to:

SPX Flow US, LLC, Lightnin and Plenty Mixers

c/o Technical Equipment Co., Inc.

810-A N.W. Main Street

Lee's Summit, Missouri 64086-9353 United States

Thank you,

Kyle Hancock

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX FLOW" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted SPX FLOW's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) SPX FLOW facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) SPX FLOW facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that SPX FLOW retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX FLOW shall use commercially reasonable efforts to meet such dates; provided, however, that SPX FLOW shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX FLOW's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of SPX FLOW, the Buyer suffers damage due to this delay, and the Buyer has notified SPX FLOW in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of SPX FLOW for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and SPX FLOW's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, SPX FLOW shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond SPX FLOW's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX FLOW does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX FLOW's responsibility ceases upon making the goods available for pickup at SPX FLOW's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

5. TAXES: The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any SPX FLOW components at the end of an order, where applicable. On the basis that an order is tax exclusive SPX FLOW reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with SPX FLOW's external costs of dealing with these taxes.

6. CREDIT AND PAYMENT: Unless otherwise agreed in writing by SPX FLOW, payment of goods shall be net thirty (30) days, in the currency of the country of SPX FLOW. For orders in excess of two hundred and fifty thousand dollars (\$250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon SPX FLOW's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of SPX FLOW's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or

holdback; provided, however, if SPX FLOW agrees in writing to a retention or holdback, SPX FLOW may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. SPX FLOW retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX FLOW's election, makes all subsequent invoices immediately due and payable and SPX FLOW may withhold all subsequent deliveries until the full account is settled and SPX FLOW shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX FLOW's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHANGES: All orders are binding upon acceptance. In the event that SPX FLOW, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX FLOW, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX FLOW as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX FLOW will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. SPX FLOW shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX FLOW goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) SPX FLOW services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX FLOW shall, at SPX FLOW's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX FLOW and no actual defect is subsequently found, Buyer shall reimburse SPX FLOW for all reasonable costs which SPX FLOW incurs in connection with the alleged defect. Third party goods furnished by SPX FLOW will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX FLOW shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX FLOW, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than SPX FLOW), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX FLOW, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with SPX FLOW's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of SPX FLOW goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX FLOW HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SPX FLOW. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX FLOW'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringement claim by a third party, at SPX FLOW's option, SPX FLOW shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX FLOW shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX FLOW, if such

infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX FLOW's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX FLOW. This Section states SPX FLOW's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX FLOW BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX FLOW GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX FLOW'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying SPX FLOW, SPX FLOW reserves the right to cancel the order at no penalty or liability for breach in the event that SPX FLOW objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX FLOW for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX FLOW to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse SPX FLOW for any loss or damage arising out of or related to such actions. To the extent SPX FLOW is required to obtain an export license for any goods: (1) SPX FLOW obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX FLOW will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for SPX FLOW to obtain such license; and (4) Buyer shall reimburse SPX FLOW for its reasonable expenses incurred in connection with obtaining such license.

12. PROPRIETARY INFORMATION: SPX FLOW shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX FLOW to Buyer: (i) are to be deemed proprietary to SPX FLOW; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX FLOW; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION: For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX FLOW submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and SPX FLOW hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance with the law of the jurisdiction of the SPX FLOW entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international

private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at SPX FLOW's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the SPX FLOW entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, SPX FLOW reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify SPX FLOW for all costs, fees and expenses (including reasonable attorneys' fees) SPX FLOW incurs in connection with enforcing its rights pursuant to this order.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX FLOW in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX FLOW may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX FLOW against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS: If Buyer fails to perform any of its obligations under an order, SPX FLOW shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX FLOW's discretion.

Delays caused by Buyer which prevent SPX FLOW from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which SPX FLOW's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to SPX FLOW in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, SPX FLOW shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to SPX FLOW directly caused by Buyer delays. Additionally, SPX FLOW shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of SPX FLOW's invoice.

Any engineering, technical or other submittal drawings submitted by SPX FLOW to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from SPX FLOW or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as SPX FLOW certifies in writing that the goods successfully passed SPX FLOW's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, SPX FLOW shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) SPX FLOW facility.

16. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX FLOW has any power or authority except to take orders for SPX FLOW goods or services and to submit the same to SPX FLOW for SPX FLOW's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, SPX FLOW shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies SPX FLOW of such terms unless SPX FLOW expressly agrees to be bound by such terms in writing by an authorized representative of SPX FLOW. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

SPX FLOW reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX FLOW's consent (which shall not be unreasonably withheld) shall be void. SPX FLOW's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX FLOW's rights to require strict performance of these Terms.

Vendor/Product	Technical s Presentation Score		Total
Vision	902	703	802
Civic Plus	753	596	674
Level Five solutions	632		
Tricension	604		

Recommended Award

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Shari Pine

Date: 6/17/2019

Department Contact: Sabrina Parker

E1 Doc No.: 701664

Total Cost: \$49,453.00

COMMODITY/SERVICE DESCRIPTION:

The Water Rights Portfolio will be a comprehensive document that will outline the City's water rights and will provide the necessary procedures and steps for perfection and certification of our complex water rights.

CER/SOLE SOURCE JUSTIFICATION:

The City of Olathe selected Burns & McDonnell on October 16, 2018 to assist the City with the design and permitting of the Vertical Well Field Improvements. The Water Rights Portfolio will incorporate the findings from the Vertical Well Project and will incorporate the cleaning and rehabilitation schedule of the Collector Wells. With the similarity of these projects, the City chose to have Burns & McDonnell complete the Water Rights Portfolio.

Approved: _____ (Department Director)

Approved: _____ (Procurement Manager)

Over \$25,000:
Approved: _____ (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: _____**Date:** 6/18/2019**Department Contact:** Nate Baldwin**E1 Doc No.:** _____**Total Cost:** \$43,683.50**COMMODITY/SERVICE DESCRIPTION:**

The Professional Services Agreement with Olsson, Inc. to evaluate the future alignment and corridor improvements of Black Bob Road between 159th Street and 175th Street and to provide cost estimates of the improvements. An inter-local agreement with Johnson County was approved by City Council on April 16, 2019 to cost-share on the project.

CER/SOLE SOURCE JUSTIFICATION:

In 2017, Olsson completed a Transportation Master Plan (TMP). As part of the TMP, Olsson analyzed various roadway segments, including this portion of Black Bob Road, and made recommended roadway segment improvements. There previous work on our TMP allows Olsson to provide the requested services quicker and cheaper than other engineering firms would be able to.

Approved:  (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:

Approved:  (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
6/25/2019	062519/6RK

NAME / ADDRESS
City of Olathe Accounting Division P. O. Box 768 Olathe, KS 66051-0768

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME		TERMS	REP	FOB	PHONE	FAX #	
		Due on Rece...	REK		913-971-6020	913-971-9491	
QTY	ITEM	DESCRIPTION			U/M	COST	Total
1	300	Pricing based on City of Kansas City, MO Contract #EV2260: Dakota 11' Crane Body: - 60" tall front compartments with 46" tall remaining compartments - masterlocking system - headache rack with (2) LED mini lightbars - LED compartment lights wired to keyed switch in cab - 10-drawer unit in each 60" tall front compartment on both sides - adjustable shelves in 2nd compartment on each side - 23" workbench bumper with receiver hitch and trailer plug - (4) exterior work lights - Wilton 1780A mounted on bumper - painted white - mudflaps - backup alarm - Rhino line cargo area, top of compartments and bumper - crane side rear spring work - mount chassis batteries in bottom of cabinet Installation				30,146.00	30,146.00
Quoted by Ryan Keith					Total \$30,146.00		

This quote is valid for 30 days. Applicable taxes not included.